

MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT

Coronavirus Aid, Relief, and Economic Security (CARES) Act Program Agreement

Show Me Strong Destination Marketing Organization (DMO) Funding Grant

The Missouri Department of Economic Development ("DED"), an executive agency of the State of Missouri ("State"), and the City of Independence Tourism ("Grantee" or "Recipient," and together with DED, the "Parties," and each a "Party"), enter this Program Agreement ("Agreement") for the CARES Act Show Me Strong Destination Marketing Organization ("DMO") Funding Grant Program ("Program") on this 20th day of August, 2020, stating and agreeing as follows:

WITNESSETH:

WHEREAS, the U.S. Congress passed, with overwhelming bipartisan support, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act (Pub.L. 116–136), which was signed into law on March 27, 2020, and provides more than \$2 trillion in economic relief, and the State received funds pursuant to Title VI of the Social Security Act, as added by §5001 of the CARES Act;

WHEREAS, the CARES Act reflects the federal government's commitment to the public purposes of protecting the American people from the public health and economic impacts of the Coronavirus Disease 2019 ("COVID-19") public health emergency, in part by providing fast and direct economic assistance for American workers, families, and small businesses, and preserving jobs for American industries;

WHEREAS, the State received CARES Act funding and has authorized and empowered DED to provide grants to DMOs for the purposes of resuming normal business operations and restoring economic activity statewide by reimbursing eligible expenses incurred for the promotion and resumption of tourism-related activities, as well as steps taken to ensure implementation of health and safety guidelines, in response to the COVID-19 public health emergency; such DMOs, through their core marketing mission, have a significant impact on Missouri's economy by creating incremental visitation and the resulting incremental visitor spending in the 45 tourism-related business classifications;

WHEREAS, the CARES Act requires that the State limit its grant payments to only those costs that were necessary expenditures incurred due to the COVID-19 public health emergency and, for funds provided to a government, that were not accounted for in the budget most recently approved as of March 27, 2020; further, the State must expend all grant funds for eligible costs expended during the period that began on March 1, 2020, and the State is required to make all grant payments on or before December 30, 2020;

WHEREAS, Grantee has submitted to DED an application ("Application") that meets the purposes and requirements of the Program;

WHEREAS, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and,

NOW, THEREFORE, in consideration of the promises and the mutual representations, covenants, and agreements herein contained, the Parties do hereby represent, covenant, and agree as follows:

1. **Definitions.** As used in this Agreement, capitalized terms have the meanings ascribed in the preceding recitals and as follows:
 - 1.1. **"Affidavit"** means the Grantee's sworn affidavit required by § 285.530 RSMo affirming a business entity's enrollment and participation in a federal work authorization program for its employees and affirming that it does not knowingly employ any person who is an unauthorized alien.
 - 1.2. **"Application"** means the Grantee-completed Program application, as provided by DED, and including accompanying and supporting documentation.
 - 1.3. **"Approval Letter"** means the unique letter from DED to Grantee informing Grantee of Grantee's conditional approval to participate in the Program, and specifying the maximum total Grant award dollar amount potentially available to Grantee under the Program.
 - 1.4. **"Default Event"** has the meaning set forth in section 5 of this Agreement.
 - 1.5. **"Eligible Expenses"** means expenses defined under the Program, the Guidelines, and the Guidance as reimbursable by the Grant.
 - 1.6. **"Grant"** means any CARES Act funds made available by the State or DED to the Grantee pursuant to the Program and in response to the Application.
 - 1.7. **"Guidance"** means CARES Act guidance, frequently answered questions and responses, or any other current or prospective publications by the U.S. Treasury interpreting the CARES Act and setting forth lawful uses for CARES Act funds, including expenses defined as reimbursable.
 - 1.8. **"Guidelines"** means the current or prospective guidelines published by DED for the Program.
 - 1.9. **"Ineligible Expenses"** means expenses not reimbursable by the Grant under the Program, the Guidance, or the Guidelines; expenses not timely requested; expenses for which insufficient explanation or documentation is provided; and expenses for which reimbursement is not requested in accordance with the submission instructions established by the Program;
 - 1.10. **"Request for Reimbursement"** means the Program-specific form, including accompanying and supporting documentation, completed by Grantee, and submitted to DED, to request a Grant payment.
2. **Grant Disbursement.** Upon review and approval of Grantee's Request for Reimbursement, DED shall reimburse Grantee's Eligible Expenses in an amount not to exceed the amount stated in the Approval Letter: \$55,998, which Approval Letter is incorporated into this Agreement by reference as Exhibit A. DED shall not provide reimbursement for Ineligible Expenses.
3. **Obligations of Grantee.** Grantee shall perform the obligations of, and continues to certify as to the representations, qualifications, and eligibility of, the "Applicant" and "you" as stated in the Guidelines, which Guidelines are incorporated into this Agreement by reference as Exhibit B,

and as stated in the Application, which Application is incorporated into this Agreement by reference as Exhibit C.

4. **Promises by Grantee.** Grantee makes the following promises, upon which Grantee acknowledges and intends that the State and DED have relied and will rely:

4.1. Grantee is an eligible applicant pursuant to the Guidelines;

4.2. Grantee will use the Grant disbursed pursuant to this Agreement only for Eligible Expenses, as stated in the Application, approved in the Approval Letter, and requested in the Request for Reimbursement;

4.3. Pursuant to § 285.530 RSMo, in the event the Grant is more than \$5,000 and Grantee employs one or more employee, Grantee hereby affirms that it does not knowingly employ any person who is an unauthorized alien and affirms its enrollment and participation in a federal work authorization program (as of the date hereof, the Employment Eligibility Verification Program (E-Verify) authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended), and has provided documentation of such enrollment and participation:

4.3.1. In the form of Grantee's eVerify Memorandum of Understanding, which is incorporated into this Agreement by reference as Exhibit D; and

4.3.2. In the form of the Affidavit, which Affidavit is incorporated into this Agreement by reference as Exhibit E;

4.4. All statements and representations by Grantee in the Application, this Agreement, the Request for Reimbursement, or in any other writing delivered in connection with the performance of this Agreement, shall survive the execution and delivery thereof and shall be continuing representations unless and until revised by Grantee in a writing delivered to DED.

5. **Defaults and Remedies.**

5.1. Any of the following will constitute a Default Event, the consequences of which are provided respectively:

5.1.1. **No Longer an Eligible Applicant.** Grantee's ceasing to be an eligible applicant pursuant to the Guidelines, or ceasing to exist as such, in which case this Agreement will terminate automatically.

5.1.2. **Misrepresentation.** Grantee's negligent or intentional provision to DED, in the Application, this Agreement, a Request for Reimbursement, or in any communication or document in connection with the Program, of any document or information that is untrue or incomplete in any material respect at the time of such provision, in which case Grantee shall forfeit and repay any funds that Grantee has received pursuant to this Agreement, and Grantee shall have no right or claim to any Program funds. The remedy in this section shall be in addition to any other remedy available.

5.1.3. **Failure to Provide Any Document or Report.** Grantee's failure to provide any document or report required by the Approval Letter or the Guidelines, within the time specified, in which case Grantee, in the case of the failure to provide any document, shall have no right to receive the Grant; or, in the case of the failure to provide any report, shall have no right to retain the Grant, and shall forfeit and repay the Grant received by Grantee.

5.1.4. **Unauthorized Assent.** The undersigned's having executed this Agreement without authority to so act on behalf of the Grantee, in which case Grantee shall have no right or claim to the Grant and shall forfeit and repay the Grant.

5.2. The foregoing Default Events and consequences are in addition to any remedies reserved in the CARES Act General Terms and Conditions, which are incorporated in this Agreement and attached to this Agreement as Exhibit F.

6. ***Termination.***

6.1. This Agreement shall terminate automatically on December 30, 2020, or on such final date for State CARES Act expenditures as may be established in any subsequent amendment to Title VI of the Social Security Act, as added by §5001 of the CARES Act, whichever is later.

6.2. Upon termination, Grantee shall still be required to timely submit to DED any report required by the Guidelines, and the provisions of sections 1, 4, 5, 6, 7, and 8 of this Agreement shall survive and continue in force.

7. ***Miscellaneous Provisions.***

7.1. **General Terms and Conditions.** The CARES Act Grant Agreement General Terms and Conditions, attached to this Agreement as Exhibit F, are binding on Grantee, or Recipient.

7.2. **Amendments.** This Agreement may be amended, changed, modified, or altered only by a writing executed by the Parties.

7.3. **Interpretation.** In this Agreement, unless the context otherwise reasonably requires:

7.3.1. Headings are for convenience only and do not alter the interpretation of this Agreement;

7.3.2. A reference to a section, paragraph, or exhibit is a reference to a section, paragraph, or exhibit of this Agreement;

7.3.3. References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time; and

7.3.4. References to a Party to this Agreement includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns.

7.4. **Arms-length Agreement.** All Parties to this Agreement have been represented by counsel, or have had the opportunity to be so represented. Therefore, this Agreement shall not be

construed against any Party by virtue of the fact that was prepared initially by counsel for one of the Parties. DED and Grantee specifically acknowledge that each Party understands the nature, terms, and object of this Agreement.

- 7.5. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. All references herein to the Revised Statutes of Missouri, or RSMo, are to the version in effect on the date of this Agreement.
- 7.6. **Consent to Jurisdiction; Service of Process.** 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 execution and delivery of this Agreement, Grantee hereby irrevocably accepts, generally and unconditionally, the jurisdiction of the aforesaid courts. Grantee irrevocably consents to the service of process out of any of the aforementioned courts and in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to Grantee at its address as provided in its Application, such service to become effective ten days after mailing, provided however that nothing herein shall affect the right of DED to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Grantee or any property of Grantee in any other jurisdiction and Grantee hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the jurisdiction or laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.
- 7.7. **No Assignment.** Grantee may not assign any of its rights or obligations under this Agreement without the express written consent of DED, in its sole discretion.
- 7.8. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- 7.9. **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.
- 7.10. **Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected.
- 7.11. **Capacity.** The signatories to this Agreement on behalf of the Parties represent that they have full capacity to sign this contract and bind their respective Parties.
- 7.12. **Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.
- 7.13. **Electronic Storage of Documents.** The Parties agree that the transactions described herein may be conducted, and related documents may be stored, by electronic means. Copies, facsimiles, electronic files, and other reproductions of original executed documents shall be

deemed authentic and valid counterparts of such original documents for all purposes described in this Agreement.

7.14. **Electronic Signatures.** Each Party agrees that the respective electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

8. **Complete Agreement.** All agreements between the Parties are contained in this Agreement, which contains the complete and exclusive statements of the agreement between the Parties as to the subjects described herein.

DEPARTMENT OF ECONOMIC DEVELOPMENT

By:



Stephen Foutes, Director of the Missouri Division of Tourism

GRANTEE / RECIPIENT

By:

Signature

Zachary C. Walker

Printed or Typed Name

City Manager

Printed or Typed Title (e.g. President, CEO)

Index to Exhibits

The following exhibits have been incorporated by reference into this Agreement and are a part hereof as if set forth herein in their entirety:

Exhibit A: Approval Letter

Exhibit B: Guidelines (all Guidelines effective during the term of the Agreement)

Exhibit C: Application

Exhibit D: Grantee's eVerify MOU (if Grantee has requested more than \$5,000 and has one or more employees)

Exhibit E: Grantee's Affidavit (if Grantee has requested more than \$5,000 and has one or more employees)

The following exhibit has been incorporated by reference into this Agreement and is set forth herein in its entirety:

Exhibit F: CARES Act Grant Agreement General Terms and Conditions

Name of Applicant Organization	City of Independence Tourism	08/17/2020
	by Kristi Criswell in Show Me Strong Destination Marketing Organization (DMO) Funding Program Application	id. 17248233
	kcriswell@indepmo.org	

Original application	08/17/2020
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Did the applicant organization participate in and successfully complete at least one project in the Division of Tourism's Cooperative Marketing Program in either state fiscal year 2019 or 2020?	Yes
Is the applicant organization registered to do business in Missouri and in good standing with the Secretary of State?	Yes
The applicant organization:	Must register as a vendor with the State of Missouri through the MissouriBUYS web portal. Must not employ illegal workers and must provide proof of enrollment in E-Verify.
IMPORTANT!	Only one eligible DMO per destination (e.g., one per city) may qualify.
PART A - APPLICANT INFORMATION	Provide information requested below.
Type of Organization	City Department
City Department	No Missouri Business Charter Number required.
Missouri Tax I.D. Number	12490261

Federal Employer Identification Number	44-6000190 03
Is the applicant organization managed by a board?	No
What is the applicant organization's tax status?	Public municipality
Primary Contact Name	Kristi Criswell
Primary Contact Title	Tourism Manager
Primary Contact E-mail	kcriswell@indepmo.org
Primary Contact Phone Number	+1 816 325 7113
Applicant Organization Street Address	210 W Truman Road
City	Independence
State	MO
Zip Code	64052
County	Jackson
Website Address	www.visitindependence.com
Please provide a brief profile of your company	The Tourism Division of the City of Independence is part of the Parks/Recreation/Tourism Department. The Tourism Division is responsible for marketing the City to local, regional, state and national visitors.
Are the principal operations of the applicant located in Missouri?	Yes
Have you or will you be reimbursed under any other federal program, received any federal funds or insurance under the CARES Act?	No

Please identify and briefly explain how the following costs are connected to business interruptions caused by required closures due to the COVID-19 public health emergency.

Since the Independence Division of Tourism has a single-source revenue source, the Transient Guest Tax, the required closures due to the COVID-19 public health emergency have decimated our revenue. From March when the pandemic started until the end of June, end of our fiscal year, our revenue was down 57%. Independence is already at a disadvantage due to the fact we do not receive any Matching Marketing Grant program dollars and every one of our competitors do.

PART B -
EXPENSES

Reimbursement is limited to eligible costs expended between March 1, 2020, and November 15, 2020, due to COVID-19.

Eligible costs are limited to necessary expenditures incurred due to the current COVID-19 public health emergency; (2) Costs that have been, or will be, reimbursed by other federal, state or local government funds or by insurance are not eligible.

Note: Treasury guidance may change to expand or contract eligible expenses.

Select which activities/expenses the organization is requesting reimbursement for:

Eligible COVID-19-related marketing expenses
Eligible COVID-19 supplies needed to make the business resilient

Complete Appendix A **Download and complete this appendix. Upload appendix below.**

<https://mdt-visitmo-cdn.s3.amazonaws.com/industry-files/programs-2021-info/1595444390-appendix-a-marketing.xlsx>

Appendix A Upload

[Independence_CARES_Budget_Grid.xlsx](#)

Complete Appendix C **Download and complete this appendix. Upload appendix below.**

<https://mdt-visitmo-cdn.s3.amazonaws.com/industry-files/programs-2021-info/1595444408-appendix-c-supplies.xlsx>

Appendix C Upload

[Independence_CARES_Supply_Grid.xlsx](#)

List expenses for reimbursement.

[6da92e2d-9c98-40ce-a995-e89bddd6aa9d.xlsx](#)

Additional
Requirements

Additional requirements and eligible activities and expenses as per the Show Me Strong DMO Funding Program are located in full with the program guidelines at the following website. [Industry.VisitMO.com](https://www.Industry.VisitMO.com)

1. The State of Missouri has implemented a secure, web-based statewide eProcurement system, MissouriBUYS.

2. As a recipient who will be reimbursed by the State, you will be required to register your business with the Office of Administration through MissouriBUYS. The vendor registration portal is available on the MissouriBUYS website.

3. Clicking on the 'register' link will allow you to get a username and password. There are links to informational documents and a training video if you need help with the process. Prior to starting registration, please make sure you have the following information available:

- **Organization's Taxpayer ID Number (TIN);**
 - **Business Type (Corporation, LLC, Sole Proprietorship, etc.);**
 - **Email Address;**
 - **ACH-EFT Payment Information;**
 - **Internal Revenue Service W-9, Request for Taxpayer Identification Number (TIN); and**
 - **Certification.**
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PART D - E-VERIFY
MOU

1. In addition to certifying that your organization does not employ illegal aliens, all applicants must: (1) enroll in E-Verify, (2) check the box on the Certification confirming enrollment and participation in E-Verify, and (3) provide supporting documentation. All applicants must complete this form and attach a copy of the E-Verify memorandum.

2. The E-Verify Program, conducted jointly by the U.S. Citizenship and Immigration Services (USCIS) Verification Division and the Social Security Administration (SSA), is designed to provide employment status information to determine the eligibility of applicants for employment. E-Verify requires that participating commercial employers use the automated Verification Information System (VIS) to check the SSA and the USCIS databases to verify the employment authorization of ALL newly hired employees. An employer's participation in E-Verify is currently free. To access the E-Verify website, go to <https://e-verify.uscis.gov/enroll/>.

3. To access the electronically signed MOU – the following must already be completed:

- Must have successfully enrolled in the E-Verify program,
- Must have successfully completed the tutorial. To retrieve a copy of your electronically signed MOU:
 - o Wait until you have received a Confirmation email from E-Verify / USCIS that the company is successfully enrolled in the program
 - o Log back into the Account
 - o Click on “Edit Company Profile” in the left menu
 - o Scroll about halfway down and click on the green “View MOU” button. (Make sure all pop-up blockers have been disabled – the electronically signed version pops -ups in a separate screen)
- ONLY the Program Administrator can access the electronically signed MOU

4. For additional assistance, you can contact E-Verify using the toll free Help line number, 888-464-4218.

E-Verify MOU Upload

[Independence_EVerify_MOU.pdf](#)

PART E - LIST OF
DMO PRIMARY
CONTACTS FOR
GRANT

Provide contact information for the DMO CEO/President/Executive Director, Grant Manager and Chief Financial Officer/Treasurer/City Administrator.

President/CEO Name **Eric Urfer**

President/CEO Title **Director - Parks/Recreation/Tourism**

President/CEO E-mail Address **eurfer@indepmo.org**

President/CEO **+1 816 325 6234**
Phone #

Grant Manager Name **Kristi Criswell**

Grant Manager Title **Tourism Manager**

Grant Manager E-mail Address **kcriswell@indepmo.org**

Grant Manager Phone Number **+1 816 325 7113**

Chief Financial Officer/Treasurer/City Administrator Name **Zach Walker**

Chief Financial Officer/Treasurer/City Administrator Title **City Manager**

Chief Financial Officer/Treasurer/City Administrator E-mail Address **zwalker@indepmo.cor**

Chief Financial Officer/Treasurer/City Administrator Phone Number **+1 816 325 7025**

PART F - CERTIFICATION OF STATEMENT & AFFIDAVIT **Use the two hyperlinks to download, review and sign the documents. The affidavit is required to be notarized. Upload the signed documents below.**

<https://mdt-visitmo-cdn.s3.amazonaws.com/industry-files/programs-2021-info/1595443116-part-f-dmo.pdf>

<https://mdt-visitmo-cdn.s3.amazonaws.com/industry-files/programs-2021-info/1596732784-exhibit-e-cares-act-285.530-rsmo-affidavit.docx>

Certification of Statement & Affidavit Upload

[Independence_Tourism_Certification_of_Statement.pdf](#)

[Independence_Tourism_Affidavit.pdf](#)

Are you having difficulty submitting? **If you click submit and nothing happens, double check that you have answered all required questions. If you still receive an error, email a co-op staff member at MDTcoop@ded.mo.gov. If you believe it is a technical issue, please email support@submittable.com.**

PART F. – CERTIFICATION OF STATEMENT

I, the undersigned, acting on behalf of the Applicant named below, hereby certify and agree to the following:

- The information submitted by the Applicant to DED in connection with this application is true and correct and such information is consistent with documents provided other government programs. The Applicant hereby authorizes DED to verify such information from any source;
- There are no pending or threatened liens, judgments, or material litigation against the Applicant or any person identified on the application which is likely to have a material impact on the Applicant's viability;
- I certify that the applicant does NOT knowingly employ any person who is an unauthorized alien and that the applicant has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that each individual is not an unauthorized alien.
- I certify that the applicant is enrolled and will participate in a federal work authorization program as defined in Section 285.525(6), RSMo., with respect to employees working in connection with the activities that qualify applicant for this program. I certify that the applicant will maintain and, upon request, provide the Department of Economic Development documentation demonstrating applicant's participation in a federal work authorization program with respect to employees working in connection with the activities that qualify applicant for this program.
- I certify that the Applicant shall include in any contract it enters with a subcontractor in connection with the activities that qualify applicant for this program, an affirmative statement from the subcontractor that such subcontractor is not knowingly in violation of Section 285.530.1, RSMo, and shall not be in violation during the length of the contract. In addition the Applicant will receive a sworn affidavit from the subcontractor under the penalty of perjury, attesting that the subcontractor's employees are lawfully present in the United States. I certify that the Applicant will maintain and provide the Department of Economic Development and Department of Revenue access to documentation demonstrating compliance with this requirement.
- I understand that, pursuant to section 285.530.5, RSMo, a general contractor or subcontractor of any tier shall not be liable under section 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates section 285.530.1, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of section 285.530.1 and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- I understand that if the applicant is found to have employed an unauthorized alien, applicant maybe subject to penalties pursuant to Sections 135.815, 285.025, and 285.535, RSMo.
- I understand that if the applicant is found to have employed an unauthorized alien in Missouri and did not, for that employee, examine the document(s) required by federal law, the applicant shall be ineligible for any state-administered or subsidized tax credit, tax abatement or loan for a period of five years following any such finding.
- I attest that I have read and understand the Show Me Strong DMO Funding Program guidelines.
- I certify under penalties of perjury that the above statements and information contained in the application and attachments are complete, true, and correct to the best of my knowledge and belief.

I certify that I am an executive level representative of the Applicant and have the proper authority to execute this document on behalf of the Applicant and that I am authorized to make the statement of affirmation contained herein. I also realize that failure to disclose material information regarding the Applicant, any owners or individuals engaged in the management of the Applicant, or other facts may result in criminal prosecution.

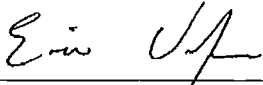

Applicant Signature (must be the Executive Officer identified in the application)	Title	Date
	Director of Parks, Recreation, Tourism	8-12-20
Grant Manager Signature	Title	Date
	Tourism Manager	8-12-2020

Exhibit D

Company ID Number: 168524

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **City of Independence** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 168524

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: 168524

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

- A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
- B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

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

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound “foreign”, and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

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

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

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

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

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the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

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

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

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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

Employer City of Independence

Debra Craig

Name (Please type or print)

Title

Electronically Signed

12/04/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 168524

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

12/04/2008

Signature

Date

Company ID Number: 168524

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: City of Independence

Company Facility Address: 111 East Maple Street
Independence, MO 64050

Company Alternate Address: _____

County or Parish: JACKSON

Employer Identification Number: 446000190

North American Industry
Classification Systems Code: 921

Parent Company: _____

Number of Employees: 1,000 to
2,499 Number of Sites Verified for: 1

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

- MISSOURI 1 site(s)

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

Name: **Carol Cox**
Telephone Number: **(816) 325 - 7388**
E-mail Address: **ccox@indepmo.org**

Fax Number: **(816) 325 - 7393**

Name: **Peggy Pair**
Telephone Number: **(816) 325 - 7390**
E-mail Address: **ppair@indepmo.org**

Fax Number: **(816) 325 - 7393**

Name: **Terri Covington**
Telephone Number: **(816) 325 - 7790**
E-mail Address: **tcovington@indepmo.org**

Fax Number: **(816) 325 - 7393**

Name: **Rita Hayes**

Company ID Number: 168524

Telephone Number: **(816) 325 - 7386**
E-mail Address: **rhayes@indepmo.org**

Fax Number: **(816) 325 - 7393**

Name: **Cindy Riddle**
Telephone Number: **(816) 325 - 7391**
E-mail Address: **criddle@indepmo.org**

Fax Number: **(816) 325 - 7393**

Name: **Tomkia Booker**
Telephone Number: **(816) 325 - 7387**
E-mail Address: **tbooker@indepmo.org**

Fax Number: **(816) 325 - 7393**

Name: **Debra Craig**
Telephone Number: **(816) 325 - 7385**
E-mail Address: **dcraig@indepmo.org**

Fax Number: **(816) 325 - 7393**

AFFIDAVIT

STATE OF Missouri)

COUNTY OF JACKSON)

On this 17th day of August, 2020, before me personally appeared Eric
Urfer [Affiant's Name], a/the Director of Parks, Rec, Tour. [Title] of Independence, MO [Entity], known to me to be a competent person of the age of
majority or older, of sound mind, and of free will; and holding himself or herself out as duly
authorized to act on behalf of the previously named entity, and who hereby affirms under penalty
of perjury that all information included within the Show Me Strong DMO Funding application
and attachments is true and complete, and that all promises on the entity's behalf in the Show Me
Strong DMO Funding program agreement are true.

Eric Urfer
Affiant's Signature

Jennifer Christine Frink Notary Public

My commission expires: 10/20/23

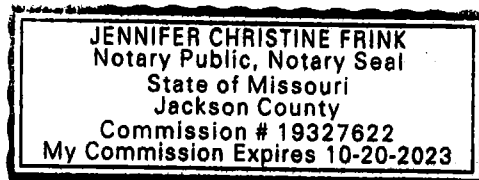


Exhibit F

MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant Agreement General Terms and Conditions

These general terms and conditions (“Terms and Conditions”) apply to this Agreement between DED and the Recipient for the Grant provided pursuant to the CARES Act, as administered by the U.S. Department of the Treasury (“Treasury”). These Terms and Conditions do not set out all of the provisions of the applicable laws and regulations, and they do not represent an exhaustive list of all requirements applicable to this Agreement.

As used in these Terms and Conditions, capitalized terms have the meanings ascribed in these Terms and Conditions and in the principal Agreement to which these Terms and Conditions are an exhibit.

Acceptance of Terms and Conditions

These Terms and Conditions apply directly to the Recipient. To be eligible to receive the Grant, Recipient must accept these Terms and Conditions in their entirety. This is not an exhaustive list, and Recipient must comply with any other relevant statutes, regulations, and guidance, as applicable.

Recipient’s commitment to full compliance with all Terms and Conditions is material to the State’s decision to disburse CARES Act grant funds to Recipient. Noncompliance with any of the Terms and Conditions is grounds for the State or the Treasury to recoup in whole or in part any grant payment to Recipient.

I. Administrative Requirements

- A. **Retention, Inspection, and Examination of Records; Right to Audit.** Recipient shall retain financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five years, starting from the date of Recipient’s receipt of the final grant reimbursement payment. Representatives of Treasury, Federal Inspectors General, the Comptroller General of the United States, the State Office of Administration (OA), the State Auditor’s Office, DED, or any of their designees shall have access to any pertinent books, documents, and records of Recipient in order to conduct audits or examinations, and they shall have access to the project site for one year following the date of Recipient’s receipt of the final reimbursement payment. Recipient agrees to allow monitoring and auditing by Treasury, OA, DED, or their designee or representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, Recipient shall retain records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- B. **Reporting of Program Performance.** Recipient shall submit to DED a performance report for each program, function, or activity as specified by the Guidelines.
- C. **Equipment and Supplies.** Recipient agrees that any equipment and supplies reimbursed pursuant to this Agreement shall be used for the performance of services consistent with this Agreement during the Agreement term or during the current COVID-19 public health emergency, whichever ends later.

1. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost \$5,000 and greater.
 2. *Equipment and Supplies Management.* Recipient's procedures for managing equipment and supplies, collectively "property," acquired in whole or in part with grant funds will, at a minimum, meet the following requirements until disposition of the property takes place:
 - a. Equipment Records. Recipient must maintain equipment records that include a description of the equipment; a serial number or other identification number; the source of funding; the acquisition date, cost, and percentage of federal, state, or local government participation in the cost; the location, use, and condition of the equipment; and disposition information including the date of the disposal and sale price of the equipment.
 - b. Inventory. A physical inventory of the equipment and supplies must be taken and the results reconciled with the equipment records at least once during the term of this Agreement.
 - c. Control and Safeguards. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities.
 - d. Maintenance. Recipient must develop adequate maintenance procedures to keep the property in good condition.
- D. **Audit Requirements.** If Recipient expends \$750,000 or more in federal awards during Recipient's fiscal year, Recipient shall: (1) arrange for an audit as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F;" and (2) submit relevant portion(s) of the audit report to DED within 14 days of Recipient's receipt of the final audit report or its equivalent. Other portions of the audit shall be made available upon request by representatives of Treasury, Federal Inspector General, the Comptroller General of the United States, OA, the State Auditor's Office, DED, or any of their designees.
- E. **Conflicts of Interest.** No party to this Agreement, and no officer, agent, or employee of Recipient, shall participate in any decision related to this Agreement that could result in a real or apparent conflict of interest.
- F. **State Appropriated Funding.** Recipient agrees that, for each state fiscal year included within the term of this Agreement, funding for this grant must be appropriated and made available by the Missouri General Assembly, and may be subject to a gubernatorial withholding. This Agreement shall automatically terminate without damages, penalty, or termination costs if such funds are not appropriated or otherwise become unavailable. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the Agreement.
- G. **Eligibility, Debarment, and Suspension.** Recipient affirms that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court

orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV) exists). If compliance issues exist, Recipient shall disclose to DED all pending or unresolved violations noted in an NOV, administrative order, civil lawsuit, and criminal lawsuit, but only when those alleged violations occurred in the State of Missouri. If an NOV occurs during the term of this Agreement, Recipient must notify DED immediately. DED will not make any award or payment at any time to Recipient if it is debarred or suspended under federal or state authority or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." Recipient may access the federal Excluded Parties List at: www.sam.gov/SAM/.

- H. **Restrictions on Lobbying.** This paragraph applies to Recipient only if Recipient receives \$100,000 or more pursuant to this Agreement. Recipient shall not receive any reimbursement pursuant to this Agreement for any expenditures to pay any person or entity for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

In accordance with the Byrd Anti-Lobbying Amendment, if Recipient makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms, Recipient shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

- I. **Enforcement; Non-exclusive Remedies for Misrepresentation, Fraud, and Noncompliance.** In addition to other state and federal remedies available to DED, if Recipient misrepresents a material fact or commits fraud in relation to Recipient's application, this Agreement, or otherwise, with respect to any DED grant or incentive program in which Recipient is participating, or if Recipient materially fails to comply with any term of this Agreement, DED may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current Agreement;
2. Disallow all or part of the cost of the activity, action, item, or service not in compliance;
3. Temporarily withhold payment pending Recipient's correction of the deficiency;
4. Withhold further awards from Recipient; or
5. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

- J. **Termination, Transferability, and Closeout.**

1. *Termination for Cause.* If DED decides to terminate the current Agreement, DED shall promptly notify Recipient in writing of such a determination and the reasons for the termination, together with the effective date. DED reserves the right to withhold all or a portion of Agreement funds if Recipient violates any term or condition of this Agreement. Termination for cause may be considered for evaluating future applications. Recipient may object in a writing submitted to DED to a termination for cause and may provide information and documentation challenging the termination.

2. *Termination for Convenience.* DED and Recipient may terminate this Agreement, in whole or in part, in a writing signed by them, when both parties agree that further reimbursement pursuant to this Agreement would not produce beneficial results commensurate with the further expenditure of funds or otherwise agree that termination is in the parties' best interests.
 3. *Transferability.* This Agreement is not transferable to any person or entity.
 4. *Closeout.* DED and Recipient remain responsible for compliance with all respective closeout requirements.
- K. **Signature.** Recipient's signature on the application, this Agreement, and any other award or program documents signifies Recipient's agreement to all of the specific terms and conditions of this Agreement. "Signature" as used in this includes Recipient's manual handwritten and electronic signature.
- L. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. "Management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of the project as described in the application and as subject to the program guidelines and DED approval.

II. Statutory Requirements

Recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the DED. Failure to abide by these laws is sufficient grounds to suspend or terminate the Agreement and may be sufficient grounds to suspend or debar Recipient. By executing this Agreement, Recipient certifies that Recipient, its board of directors, and principals are in compliance with the specific federal and state laws set out below. Further, during the Agreement term, Recipient shall report to DED any instance in which Recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth in this section II. Such report shall be submitted within 10 working days following such determination. Failure to comply with the reporting requirement may be sufficient grounds to terminate this Agreement or suspend or debar Recipient.

A. Laws and Regulations Related to Nondiscrimination

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);
2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
13. The requirements of any other nondiscrimination statutes and regulations which may apply to this Agreement or to Recipient.

B. Federal Environmental Laws

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.

C. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.

D. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

E. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

F. The Flood Disaster Protection Act of 1973 (Public Law 93-234) flood insurance purchase requirements of § 102(a), which requires recipients in a special flood hazard area to participate

in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

- G. The Privacy Act of 1974**, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate this act.