

FUNDING AGREEMENT
American Rescue Plan Act

This Funding Agreement (the “Agreement”) is made and entered into on this ____ day of _____, 2022 (the “Effective Date”) by and between the **City of St. Joseph, Missouri**, a Missouri municipal corporation (the “City”) and the **Community Missions Corporation**, a Missouri Non-Profit Organization (“Subrecipient”), hereinafter, jointly, the “Parties.”

RECITALS

WHEREAS, on May 11, 2021, President Biden signed Public Law No. 117-2 (03/11/2021), also referred to as the American Rescue Plan Act of 2021 (“the “ARPA”), into law; and

WHEREAS, Section 9901 of the ARPA amended Title VI of the Social Security Act to add Section 603, which establishes the Coronavirus Local Fiscal Recovery Fund to provide support to local government efforts in responding to the impact of and containing, COVID-19; and

WHEREAS, the City received ARPA funds from the U.S. federal government to be used toward four established categories of eligible uses: (1) Public Health and Economic Impacts; (2) Premium Pay; (3) Revenue Loss; and (4) Investments in Infrastructure; and

WHEREAS, the City Council directed Staff to prepare a funding agreement, containing the terms and conditions associated with the use of the ARPA funds and ensuring compliance with statutory and regulatory requirements; and

WHEREAS, the funding provided to the Subrecipient is expected to support the Subrecipient in achieving a purpose outlined in the ARPA, as more specifically set forth in this Funding Agreement; and

WHEREAS, by this Agreement, the Subrecipient intends to be bound to comply with the purposes outlined in the ARPA in exchange for the funding received.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. ARPA Funding; Restrictions and Use.

1. Restrictions. The Subrecipient understands and agrees that it must comply with the eligible use criteria and corresponding reporting responsibilities applicable to the Services the Subrecipient will provide, as established in the ARPA and associated regulations, and as set forth in the Compliance and Reporting Guidance published by the U.S. Department of the Treasury, in addition to any amendments that may subsequently be made to these regulations, guidance or other associated rules. The same shall be true for any third-party Service provider(s) the Subrecipient may retain. No funds shall be authorized to assist with ineligible activities, including, but not limited to, fundraising activities or gratuitous expenses or bonuses.

The Subrecipient may use the ARPA funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024; provided the obligations incurred by December 31, 2024 are expended by December 31, 2026.

2. Use. The Subrecipient requested ARPA funds for the purpose of providing administrative support associated with the operation of a cold weather homeless shelter managed by the Subrecipient. The Subrecipient has provided the City with a description of its proposed use of ARPA funds, which is set forth in *Exhibit A* (hereinafter, the “Services”). The Subrecipient shall ensure that all funds provided by the City pursuant to this Agreement are used solely to provide administrative support associated with the operation of a cold weather homeless shelter. The Subrecipient affirms in good faith that the proposed use is an eligible use under the “Public Health and Economic Impacts” classification identified in the ARPA, specifically, “Assistance to Non-Profits,” and Expenditure Category 2.34 “Assistance to Impacted Nonprofit Organizations.”

B. ARPA Funding Allocation. The amount of ARPA funds that have been allocated to the Subrecipient by the City during fiscal year 2022-23 is Fifty Thousand Dollars (\$50,000.00) (hereinafter, the “ARPA Funds”). The City shall have the option to allocate additional ARPA Funds to the Subrecipient, in the same amount and pursuant to the same terms and conditions contained in this Agreement, during fiscal year 2023-24 and fiscal year 2024-25. The issuance of ARPA Funds will be contingent upon the Subrecipient’s compliance with the terms and conditions of this Agreement and the continued availability of funds to the City.

C. Other Recovery-Related Funding Sources. The Subrecipient shall identify funding allocated or received from the federal government or the State of Missouri related to the COVID-19 public health emergency, as more specifically provided in *Exhibit B*. To ensure that there is no duplication of benefits, the Subrecipient shall be prohibited from using ARPA Funds on any activity, project, or service for which the Subrecipient has received previously allocated federal, or state, funding related to the COVID-19 public health emergency.

D. Request for Reimbursement by Subrecipient.

1. To be Submitted Monthly; Process. The Subrecipient shall submit requests for reimbursement at the beginning of each month for Services provided during the previous month, using a process established by the City. Such request for reimbursement shall be sent to the attention of the Director of Finance, via email, at ARPA2021@stjoemo.org.

2. Content; Documentation Required. Each request for reimbursement shall include all appropriate backup documentation (which includes, but is not necessarily limited to, itemized invoices, copies of cancelled checks, if feasible, or check numbers, and lien waivers) for the purpose of ensuring that the City can conduct future research related to the reimbursements made, if and as needed.

All invoices shall contain a descriptive overview of the Services provided, who provided such Services, as well as the date(s) on which such Services were performed. If any Services were provided by a party other than the Subrecipient, the invoice must also include documentation reflecting the same descriptive information and certification that the third-party has been paid by the Subrecipient.

Each request for reimbursement shall also include a report of the revenue and expenditures based on the budget that corresponds with the Subrecipient's provision of Services. The Subrecipient agrees to report any anticipated deviations in budgeted expenditure line items that exceed ten percent (10%) and obtain the prior written approval of the City prior to amending its budget.

3. When Final Request for Reimbursement Due. The Subrecipient shall ensure that it has submitted all requests for reimbursement from the ARPA Funds within fifteen (15) days following the last date on which this Agreement requires the Services to be substantially complete.

E. Reimbursement by City.

1. Condition Precedent. As a condition precedent to the City's obligation to pay any, or all, of the ARPA Funds described herein, the Subrecipient shall timely perform the Services and comply with all other duties and obligations required to obtain the ARPA Funds in relation to the particular Services provided.

2. Distribution of Funds. Upon determining that the Subrecipient's request for reimbursement is complete and the Subrecipient is eligible to receive the ARPA Funds, the City shall reimburse the Subrecipient within thirty (30) days following the date on which the City received the Subrecipient's request for reimbursement to cover documented, eligible costs associated with the Services performed during the previous month; provided however, that such reimbursement shall not exceed the allocation of ARPA Funds approved by the City Council. Such reimbursements shall be made in monthly installments for the Services performed, accepted, and approved by the City within this time frame; provided, however, that such funds are available. To the extent reimbursement cannot be made to the Subrecipient because monies received by the City from the first round of ARPA Funds have been depleted, the Subrecipient *may* receive reimbursement from the second round of ARPA Funds if, or as, received by the City.

3. City Discretion. Prior to distribution of the ARPA Funds, the City shall have sole discretion to determine whether the Subrecipient's request for reimbursement is complete, whether the Subrecipient's request for reimbursement would result in a duplication of benefits (particularly Subrecipients who are receiving ARPA funding for the same project or Services from multiple sources), and whether the Subrecipient has fully complied with the requirements of this Agreement. If the request for reimbursement is deemed incomplete, duplicative, or the requirements of this Agreement have not been met, the City may require additional time to complete the reimbursement process or evaluate whether reimbursement may be made.

4. Termination of City Obligation. All obligations imposed on the City by this Agreement shall terminate upon final reimbursement of all ARPA Funds owed pursuant hereto.

F. Records and Reports.

1. Record Keeping. The Subrecipient agrees to maintain detailed records, invoices, and receipts related to the Services provided to document the use of ARPA Funds. The Subrecipient shall make all records required to be maintained pursuant to this paragraph available to the City during the time frame within which Services are provided and until the obligations of this Agreement are fully satisfied; and shall allow the City to conduct routine monitoring and review of internal control and actual expenditures related to the Services. Records must be retained for a five-year period following project completion.

2. Project and Expenditure Report. Because the amount of ARPA Funding the Subrecipient will receive is not in excess of Fifty Thousand Dollars (\$50,000.00), the Subrecipient is not required to submit quarterly Project and Expenditure Reports as set forth in Part 2 of the SLFRF Compliance and Reporting Guidelines (Version 3.0). However, Expenditure Category 2.34 “Assistance to Impacted Nonprofit Organizations” requires reporting on whether projects are primarily serving disproportionately impacted communities. See *Exhibit C*.

3. Contingent Funding. The Subrecipient may withhold ARPA Funds if the Subrecipient fails to comply with record-keeping and reporting requirements; provided, however, that the Subrecipient shall have fifteen (15) calendar days within which to come into compliance upon receiving notification from the City; and provided further that this subsection shall not be unreasonably applied by the City.

4. Additional Information. The Subrecipient shall provide all additional information that the City deems necessary to ensure proper use of the ARPA Funds or for the City to meet its reporting obligations to the federal and/or state government.

G. Audit Requirements. The Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” and, if required by the Single Audit Act of 1984 (P.L. 98-502) and the Single Audit Act Amendments of 1996 (P.L. 104-156), the Subrecipient will provide the City with a Single Audit of its expenses related to the Services provided under this Agreement for the term of this Agreement. The audit is to be verified by a certified public accountant and delivered to the City within nine months following the closeout of the Subrecipient’s fiscal period. The Subrecipient further agrees to make all records concerning expenditures and Services provided available to the City upon reasonable request during the term of this Agreement and allow the City to conduct routine monitoring and reviews of internal controls and actual expenditures.

H. Third Party Service Providers. The Subrecipient affirms that it has not retained any third-party service providers to complete the Services. If third-party providers are subsequently retained to complete any of the Services, the Subrecipient shall promptly notify the City with the name, address, email, and phone number of each such provider and, if requested by the City, the name of its owner(s), partners, principle(s). The City may, at its sole discretion, reject any third-party provider from completing the Services.

I. Insurance. The Subrecipient shall furnish the City with certificates of insurance for workers' compensation, professional (errors and omissions), and general liability, in the amounts not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) aggregate. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. The City shall be named as an additional insured with duty of defense on all insurance policies required hereunder. Nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City. The Subrecipient shall ensure that all third-party providers retained to complete the Services comply with the same requirements.

J. Indemnification; Repayment.

1. Release and Hold Harmless. The Subrecipient shall hold the City, together with its officers, employees, and agents, harmless and shall indemnify the City and its officers, employees, and agents for all injuries, damages, or claims, including any attorneys' fees, arising by virtue of the Subrecipients provision of Services, or any activities described in this Agreement or reasonably contemplatable, or related to activities described in this Agreement. The Subrecipient covenants and agrees to hold harmless and defend the City, its officers, agents, employees, contractors, and subcontractors from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of the provision of Services, or any activities described in this Agreement or reasonably contemplatable, or related to activities described in this Agreement.

2. Indemnification. The Subrecipient and its successors and assigns shall indemnify and defend the City, its agents, employees and assigns, from and against any and all claims, whether legal or equitable, damages, causes of action, losses and expenses, whether direct, indirect or consequential, including, but not limited to, attorneys' fees or other professional fees and expenses, arising out of, or resulting from, the City's role or relationship with the Subrecipient, including, but not limited to, the Subrecipient's receipt of ARPA funds or the Services provided in association with its ARPA allocation.

3. Repayment. The Subrecipient shall repay the City for any ARPA Funds it has received if the federal government, for any reason, determines that such funds must be paid back.

K. Procurement Rules.

1. Procurement Procedures. The City has written procurement procedures in place, which are consistent with State and local laws, as well as with the Federal Uniform Guidance, 2 C.F.R. Sections 200.317 through 200.327. In accordance with 2 C.F.R. Section 200.317, the Subrecipient shall comply with procurement procedures set forth in 2 C.F.R. Sections 200.318 through 200.327.

2. Conflict of Interest Policy. The Subrecipient must have a written conflict of interest policy as part of its procurement policy, which requires, at a minimum, the following:

- a. Applies to management and employees; and
- b. Prohibits financial interest or “apparent conflict” with vendors; and.
- c. Prohibits persons with a conflict from participating in selection; and
- d. Prohibits management and employees from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or parties to subcontracts; provided, however, that the policy may establish an amount below which such gratuities are considered “de minimus.”

L. Termination. The City may terminate this Agreement if the Subrecipient fails to comply with the terms and conditions of this Agreement or any applicable federal law or regulations; provided, however, that the Subrecipient shall have thirty (30) calendar days within which to come into compliance upon receiving notification from the City; and provided further that this section shall not be unreasonably applied by the City. If the Agreement is terminated, any reimbursable expenses incurred by the Subrecipient prior to termination of the Agreement may be submitted to the City for reimbursement in accordance with Section E.

M. Additional Consideration. Any mandate, obligation or constraint approved or adopted regarding the use of American Rescue Plan Act Funds shall supersede any conflicting or related term stated in the body of this Agreement.

N. Miscellaneous Provisions.

1. Payment of Taxes and Fees. The Subrecipient agrees to promptly pay all lawful general taxes, special assessments, excises, license fees, permit fees and utility service charges of whatever nature, that may be applicable to the Subrecipient and to take out and keep current all licenses, whether municipal, state or federal, that are required for the conduct of its business or operation. The Subrecipient further covenants and agrees not to permit any of said taxes, assessments, excises, fees, or charges to become delinquent.

2. Licenses and Permits. The Subrecipient and/or any third-party providers performing the Services shall possess requisite City licenses or permits, if any.

3. Compliance with City Code. The Subrecipient shall comply with all applicable provisions of the City of Saint Joseph, Missouri Code of Ordinances, including, but not limited to, procurement requirements.

4. Changes in ARPA Compliance and Review Regulations. The parties to this Agreement understand that there may be changes made after its execution, which will require that amendments be made to ensure compliance with the ARPA. The parties agree that such review shall occur if, and as, necessary.

5. Non-Discrimination. The parties shall not discriminate against anyone in connection with the Services to be provided pursuant to this Agreement for any reason that is directly or indirectly related to age, ancestry, color, creed, disability, national origin, race, religion, or sex.

6. Authorization to Complete the Services. The Subrecipient shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition of this Agreement, the Subrecipient shall require third-party providers to affirm, by sworn affidavit and provision of documentation, each's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Subrecipient and each of its third-party providers shall also affirm, by sworn affidavit, that it does not knowingly employ any person who is an unauthorized alien in connection with the Services. The Subrecipient further agrees to abide by any and all rules promulgated by the Attorney General that are designed to implement RSMo., Sections 285.525 – 285.550.

7. Binding Agreement. This Agreement is binding upon the parties, their successors, assigns, heirs, executors, and administrators.

8. Applicable Law and Jurisdiction. The rights and remedies of the City and the Subrecipient shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement. In the event of any dispute or controversy between the parties, each party agrees that the Circuit Court of Buchanan County, Missouri, shall have exclusive jurisdiction to determine all issues between them.

9. Applicable Legal Requirements. In no event shall this Agreement be deemed a waiver of any legal or code requirement otherwise applicable to the Services for which ARPA Funds are provided pursuant to this Agreement.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

11. Severance. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.

12. Notice. All notices required or permitted by this Agreement shall be deemed given when either (i) delivered to the addresses below or (ii) deposited in the United States mail, postage prepaid and certified, addressed to the following:

If to the Subrecipient: Community Missions Corporation
Attn.: Executive Director
700 Olive Street
St. Joseph, Missouri 64501
rbittiker@cmstjoe.org

If to the City: City of St. Joseph
Attn: Director of Finance
City Hall, Room 201
1100 Frederick Avenue
St. Joseph, Missouri 64501

13. Amendments. This Agreement may be amended, in writing, by mutual agreement of the parties; provided all such amendments made are in full compliance with any updated federal law or technical guidance applicable at the time made.

14. Entire Agreement. The parties to this Agreement declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted. This Agreement contains the entire agreement between the parties hereto and the terms of this Agreement are contractual and not a mere recital. All exhibit references as "Exhibits" in this Agreement and in the recitals to this Agreement shall be deemed incorporated herein by reference.

IN WITNESS WHEREOF, the Subrecipient and the City have caused this Agreement to be executed pursuant to due and legal action authorizing same to be done, on the date first above written.

CITY OF ST. JOSEPH, MISSOURI
("CITY")

COMMUNITY MISSIONS CORPORATION
("SUBRECIPIENT")

Bryan Carter, City Manager



ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"
SERVICES / DELIVERABLES / MILESTONE DATES / BUDGET
Community Missions Corporation

Services and Deliverables

Community Missions Corporation (CMC) recognizes that no one in St. Joseph wants anyone living on our streets to be in danger of death or harm because they were unable to obtain access to shelter during the coldest months of the year. The funding requested would not only provide the homeless in Buchanan County with access to a viable in shelter; CMC could also provide case management services to assist them with poverty issues and hopefully allow them to get off the streets. Once these individuals receive a proper assessment related to the reasons why they became homeless and the tools required to stabilize their situation, they will be in a much better position to, hopefully, exit homelessness. CMC was able to secure funding for the expansion of the cold weather shelter to accommodate women but does not currently have the funding required to assist with operational expenses.

Budget

CMC will use \$50,000 to assist with operational costs, including administrative costs (e.g. workers compensation).

COLD WEATHER BUDGET 2022/2023

EXPENSES	
5000 SALARIES & WAGES	30,340
5120 MEDICAL & DENTAL INSURANCE	
5110 PENSION PLAN COSTS	500
5100 F.I.C.A.	2,500
5130 MO. UNEMPLOYMENT TAX	180
5150 WORKERS COMPENSATION EXPENSE	1,600
8103 PROGRAM SUPPLIES-SPEC FUND	
5300 FOOD & BEVERAGES	0
5330 OFFICE SUPPLIES	50
5335 PROGRAM SUPPLIES	300
5320 KITCHEN SUPPLIES	
8125 DONATED PROGRAM SUPPLIES	
5400 TELEPHONE	75
5410 POSTAGE	
5505 INSURANCE-BUILDING & LIABILITY	685
5510 ELECTRICITY	500
5530 MAINTENANCE OF BUILDINGS	350
5535 JANITOR SUPPLIES	265
5540 MAINTENANCE OF GROUNDS	300
8415 STORM DAMAGE - M.W.	
5525 TRASH SERVICE	90 \$30 for each month open
5930 MISCELLANEOUS EXPENSE	
5980 DEPRECIATION	7,765
9600 COST OF FUND RAISING EVENTS	
TOTAL DIRECT EXPENSES	45,500
6010 FACILITY COSTS - CALVIN	
6020 FACILITY COSTS - WESLEY	
6050 INDIRECT COSTS	4,500
TOTAL FACILITY & INDIRECT COST	4,500

EXHIBIT “B”
OTHER FEDERAL AND STATE FUNDING SOURCES
(Related to the COVID-19 Public Health Emergency)

In addition to the ARPA funding requested from the City, the Community Missions Corporation indicated Buchanan County will provide Community Missions Corporation with funds to expand cold weather shelter in order to accommodate women. This is on time funding

EXHIBIT “C” DEMOGRAPHIC DISTRIBUTION GUIDELINES

**“Compliance and Reporting Guidance” [pages 20-21 of Version 3.0]
Part 2 (Reporting Requirements), B (Project and Expenditure Report), f (Project Demographic Distribution)**

Recognizing the disproportionate public health and negative economic impacts of the pandemic on many households, communities, and other entities, recipients must report whether certain types of projects are targeted to impacted and disproportionately impacted communities. Recipients will be asked to respond to the following:

- a. **What Impacted and/or Disproportionately Impacted population does this project primarily serve? Please select the population primarily served.**

Covid brought many challenges to the homeless population. Closing of the congregate shelter, has left many without safe shelter. Over the last two years funding for this type of shelter has simply disappeared. Because of this pandemic we are seeing the shelters that we do have in this area only operating at half occupancy. Leaving many homeless in the streets with no other option. The Cold Weather allows individuals to stay safe as well as reduces harm in this population due to winter temperature threats. We have also seen the difficulties of the homeless population being able to see both medical and mental health providers due to the closing of face-to-face operations, this has led to additional struggles within this population. A case manager will be assisting those staying in cold, addressing their barriers. The Cold Weather Shelter impacts the literal homeless both men and women that are residing on the streets in the St. Joseph community.

- b. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.