

**EMERGENCY RENTAL ASSISTANCE SUB-GRANTEE AGREEMENT**

THIS EMERGENCY RENTAL ASSISTANCE SUB-GRANTEE AGREEMENT (this "*Agreement*") is made and effective as of February 1, 2022 by and between the MISSOURI HOUSING DEVELOPMENT COMMISSION, a body corporate and politic of the State of Missouri with offices at 920 Main Street, Suite 1400, Kansas City, Missouri 64105 ("*MHDC*") and JACKSON COUNTY, MISSOURI, a constitutional home rule charter county of the State of Missouri, 415 E 12<sup>th</sup> Street, Kansas City, Missouri 64106 (the "*Subgrantee*") and MHDC and Subgrantee each a "*Party*" and collectively the "*Parties*".

**RECITALS**

**WHEREAS**, the federal government enacted on December 27, 2020, the Consolidated Appropriations Act, 2021 (the "*First Act*"), Public Law 116-260, Section 501(a), which provides \$25 billion for the U.S. Treasury (the "*Treasury*") to establish the Emergency Rental Assistance program (the "*Program*") to make payments directly to States and local governments with more than 200,000 residents to provide financial assistance to eligible households unable to pay rent and utilities due to the COVID-19 pandemic;

**WHEREAS**, the federal government enacted on March 11, 2021, the American Rescue Plan Act of 2021 (the "*Second Act*" and together with the First Act, the "*Acts*"), Public Law 117-2, Section 3201, which provides \$21.55 billion for Treasury to make additional funds available for the Program;

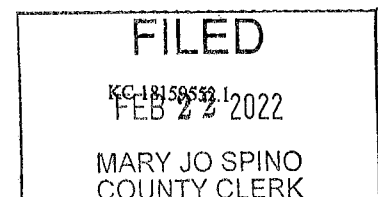
**WHEREAS**, under the First Act, Treasury has allocated a minimum of \$311,670,572.00 and a maximum of \$410,000,000 to the State, which maximum amount reflects the possibility of unrequested funds from the \$185,000,000 made available by Treasury for certain cities and counties in Missouri being directed to the State;

**WHEREAS**, under the Second Act, Treasury allocated a minimum of \$243,610,337.00 and a maximum of \$322,771,299.80 to the State, which maximum amount reflects the possibility of unrequested funds from the \$76,160,962.80 made available by Treasury for certain cities and counties in Missouri being directed to the State, and which amount includes the cities', counties', and state's high-need allocation;

**WHEREAS**, Treasury awarded the Program funds to the Missouri Department of Economic Development ("*DED*") as detailed on Exhibit D, attached hereto and by this reference incorporated herein, in accordance with 2 CFR 200.331;

**WHEREAS**, Subgrantee is receiving Program funds as a subaward in accordance with 2 CR 200.92;

**WHEREAS**, on behalf of the State, DED has been charged with administering Program funds and ensuring their use for allowable purposes, including the payment of rent, rental arrears, utilities and home energy costs, and utility and home energy cost arrears on behalf of eligible households, and providing housing stability services to eligible households;



WHEREAS, in order to further the public purposes identified by the Acts and related guidance, DED and MHDC wish to partner to provide the "State Assistance for Housing Relief (*"SAFHR"*) Program," (the *"SAFHR Program"*) and have entered into that certain Memorandum of Understanding between DED and MHDC last executed February 10, 2021 (*"Original MOU"*) and as subsequently amended and restated by that certain Memorandum of Understanding between the same parties last executed on July 21, 2021 (the *"MOU"*);

WHEREAS, MHDC is a grantee of funding available to eligible jurisdictions to be used for eligible expenses under the Acts (the *"ERA Funds"*) as a partner of DED under the MOU and subject to the Acts and the MOU has the authority to subgrant ERA Funds; and

WHEREAS, Subgrantee is also a direct grantee of ERA Funds as an eligible jurisdiction independent of the Subgrant contemplated by this Agreement, Subgrantee fully acknowledges that that they are aware of and in compliance with all the rules, regulations, and requirements related to the receipt and administration of ERA Funds, and shall continue to maintain full awareness of and compliance with such rules, regulations, and requirements, without further direction or notice by MHDC;

WHEREAS, in reliance on the representations made by Subgrantee herein, MHDC desires to subgrant and Subgrantee agrees to accept ERA Funds in an amount up to \$25,000.00 (*"Subgrant Amount"*) to Grantee subject to the terms, conditions, covenants and agreements set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Incorporation of Background Recitals.** The recitals to this Assignment set forth above are true and correct and are incorporated herein by this reference.
2. **Superceding Agreements.** This Agreement shall at all times be subordinate and subject to the terms and conditions of the following agreements (the *"Superceding Agreements"*), all of which are fully incorporated herein by reference, whether attached as exhibit or otherwise. The Subgrantee acknowledges that any of these Superceding Agreements are subject to amendment or modification without Subgrantee's notice, consent, or acknowledgment required.
  - a. Treasury's "Grantee Award Terms" for the Program executed by DED on January 12, 2021 (the *"First Act Award Terms"*), attached hereto as **Exhibit A** and incorporated fully herein by reference,
  - b. Treasury's "Grantee Award Terms" for the Program executed by DED on May 6, 2021 (the *"Second Act Award Terms"*) attached hereto as **Exhibit B** and incorporated fully herein by reference,

c.M HDC's initial SAFHR Program Overview attached hereto as **Exhibit C** and incorporated fully herein by reference. The Parties acknowledge that MHDC may need to adjust the SAFHR Program in order to best carry out the Program pursuant to future Guidance (as such term is defined herein) or to administer additional funds that may be made available to the State, and any such adjustment shall not constitute a default under this Agreement. MHDC will share SAFHR Program guidelines and forms with Subgrantee as necessary in MHDC's sole and absolute discretion.

d. The MOU.

3. **Expenditures.** Subgrantee agrees that expenditures of ERA Funds shall be limited to those permitted by the Acts, Treasury guidance (including Frequently Asked Questions or any other related authority issued by Treasury) (the "**Guidance**") for all related programs providing ERA Funds, and the Internal Revenue Code (the "**Code**"). Subgrantee further agrees not to expend ERA Funds in any manner that could reasonably be expected to inure to the benefit of a related person to Subgrantee, as defined by the Code, Section 267(b). In addition, Subgrantee shall monitor the ERA Funds to ensure that expenditures are consistent with all rules, regulations, and requirements of the Acts and Guidance, are allowable, and are made to or on behalf of eligible households or for qualifying administrative expenses under the Program, qualifying expenses not to exceed ten percent (10%) of the Subgrant. MHDC reserves the right to deem previously approved ERA Fund expenditures ineligible should the Act or the Guidance expressly instruct or as may be reasonably inferred from the Guidance. Subgrantee shall be required to repay any ineligible expenditures immediately upon request by MHDC. This reservation of rights shall not extend to ERA Fund expenditures previously expended by Subgrantee in good faith prior to the effective date of any amendment to the Acts or the issuance date of any such Guidance, unless such amendment or Guidance is retroactive, or an audit of the Program funds by any entity with applicable jurisdiction requires it.

4. **Subgrant.** ERA Funds shall be provided as follows:

a.A *mount*: MHDC agrees to provide up to Twenty Five Million and 00/100 (\$25,000,000.00) ("**Subgrant**") of ERA Funds to the Subgrantee.

b. *Manner of Request*: All Subgrant requests shall be made in writing to the Director of Community Program Development at MHDC at the address for MHDC first above written or by e-mail to Steve Whitson ([steve.whitson@mhdc.com](mailto:steve.whitson@mhdc.com)) or any such other individual as may be designated by MHDC from time to time.

c.T *iming*: This Subgrant shall be distributed in multiple phases, unless MHDC agrees to provide all Subgrant funds under Phase I funding, in MHDC's sole and absolute discretion.

i. The first phase shall be available to Subgrantee immediately upon execution of this Agreement in the amount of Ten Million and 00/100

Dollars (\$10,000,000.00), or such other amount as determined by MHDC in its sole and absolute discretion ("**Phase I Funding**").

Subsequent phases shall be available to Subgrantee upon notice by Subgrantee to MHDC and MHDC's confirmation in any manner it deems reasonable, that ninety percent (90%) of all prior funding has been expended. Total funding available in any subsequent phases shall be in an amount determined by and at the sole discretion of MHDC ("**Subsequent Phase Funding**"). Phase I Funding and Subsequent Phase Funding shall not cumulatively exceed Twenty-Five Million and 00/100 Dollars (\$25,000,000.00).

- d. *Conditions:* The number of phases or amount of funds distributed at each phase may be modified only upon mutual agreement by the Parties, except that Phase I funding shall be determined in the sole and absolute discretion of MHDC. The manner of distribution of the Phase Funding, if applicable, whether in lump sum or in monthly draws, shall be subject to the sole and absolute discretion of MHDC. All Funding, must be requested by June 1, 2022 for disbursement by MHDC no later than July 1, 2022, or any amount not yet disbursed shall be ineligible and will no longer be available for disbursement or must be returned to MHDC. These dates are subject to change only with updated Guidance.

MHDC reserves the sole and absolute right to recapture any portion of Subgrant funds provided to the Subgrantee if: (i) MHDC determines in its sole and absolute discretion that Subgrant funds have been misappropriated; (ii) MHDC determines in its sole and absolute discretion that Subgrant funds have not expended as required under this Agreement; (iii) any government agency exercising proper jurisdiction over the Subgrant determines that the Subgrant funds must be recaptured or are no longer eligible; (iv) any failure of Subgrantee to comply with the conditions outlined in this Section 4(d) below; (v) any representation or warranty under Section 6 of this Agreement is false, materially misleading, or no longer accurate; (vi) Subgrantee fails to specifically comply with the requirements of Sections 7 and 8 of this Agreement; (vii) the Subgrantee is in default under any other term of this Agreement, subject to any applicable notice and/or cure period; (viii) Subgrantee fails to comply with any requirements under the Acts, Guidance, Code, or any other laws or regulatory requirements; or (ix) MHDC determines in its sole and absolute discretion that there is substantial risk to the loss or misuse of Subgrant funds.

All Funding, regardless of phase shall be subject to the availability of ERA Funds and MHDC makes no guarantee, express or implied as to the amount of ERA Funds available at any time. All Funding shall also be subject to determination by MHDC in its sole and absolute discretion that the conditions below are applicable. MHDC shall have the authority to require Subgrantee to confirm any of the conditions in such form and manner as MHDC may deem appropriate from time to time.

1. MHDC continues to be an authorized grantee of ERA Funds with full authority to access and subgrant the ERA Funds;
  2. The ERA Funds have not been subject to any changes causing MHDC to reduce the Subgrant;
  3. Subgrantee is not in breach under the terms of this Agreement and all representations and warranties made by the Subgrantee remain true and correct in all material respects;
  4. Subgrantee is in full compliance with all laws, rules, regulations, and requirements of MHDC, the Treasury, and all other applicable authorities;
  5. Prior phases of funding have been allocated by the Subgrantee to eligible activities;
  6. There are no issues of noncompliance related to the Subgrantee under its administration of the Subgrant or any acts or inaction by the Subgrantee that given the passage of time would result in noncompliance by the Subgrantee;
  7. Subgrant funds are held by Subgrantee in accordance with RSMo § 110.010, providing for the full security of the Subgrant funds.
- e. *Source of Subgrant.* MHDC may provide the Subgrant from the funding made available to it under either the First Act or the Second Act, however Subgrantee shall be required to treat the Subgrant as having been sourced from the First Act and shall adhere at all times with the rules, regulations, and requirements of the First Act and the Treasury Guidance related thereto.
- f. *Obligation of Subgrant.* The Subgrant must be obligated to eligible activities and expenses by the Subgrantee no later than September 30, 2022 or such other date as may be determined by Treasury (the “**Outside Obligation Date**”). Obligation for the purposes of this Subgrant shall mean Funds are dedicated to fully submitted applications of eligible recipients awaiting verification and payment. Any money remaining in the Subgrant as of the Outside Obligation Date, whether or not allocated by MHDC to the Subgrantee or not, shall be returned to MHDC or retained by MHDC not less than 10 business days prior to that date so that MHDC can return such money to the Treasury as may be required by the Acts, which provide for repayment of unspent funds.

Notwithstanding anything to the contrary contained in this Agreement, the Subgrant shall not be guaranteed and MHDC reserves the right to delay, deny, reduce, recapture, or withhold all or any portion of ERA Funds from being distributed if MHDC or DED determines, in their sole and absolute discretion that ERA Funds may be at risk, there is a change in Guidance from Treasury impacting the Subgrant, or any other changes in the Acts, related laws, rules, regulations, or requirements impact the Subgrant. Subgrantee further understands and agrees that the ERA Funds may be reduced unilaterally by the federal legislative action, Treasury

action, or DED on behalf of the State due to the unavailability of funds or reduced appropriation authority, including, but not limited to, withholdings made pursuant to Article IV, Section 27 of the Missouri Constitution. Subgrantee further understands and agrees that neither the State, DED, or MHDC shall be liable for any costs associated with or caused by lack of funds, insufficient appropriations, or withholdings MHDC makes in relation to the Subgrant. No change in the amount of the Subgrant shall require an amendment to this Agreement, but MHDC shall notify the Subgrantee in writing of such change and this notice shall be attached as an exhibit to this Agreement reflecting such change.

All ERA Funds, regardless of the timing or source of ERA Funds, shall be subject to changes in Treasury Guidance or any other laws, rules, regulations, or requirements placed upon ERA Funds, and the Subgrantee acknowledges that it is their obligation to remain informed of any and all such Guidance, laws, rules, regulations, and requirements.

5. **Use of Subgrant Funds.** Subgrantee shall utilize the Subgrant only for eligible activities and expenses as permitted under the First Act (ERA 1) and at all times subject to the terms and conditions set forth in this Agreement, Treasury Guidance, and the Code. In the event that Subgrantee expends the Subgrant funds in a manner inconsistent with the First Act or the Guidance, Subgrantee shall: (a) repay to MHDC all Subgrant funds expended in such a manner; (b) return any unspent Subgrant funds to the State; and (c) Subgrantee shall have no access to additional Subgrant funds until such time as all issues have been cured to the sole and reasonable satisfaction of MHDC.

6. **Representations and Warranties of Subgrantee.** As a material inducement for MHDC to provide the Subgrant funds to the Subgrantee the Subgrantee has made the following representations and warranties. Any false, misleading or material misstatement shall not be subject to any cure provision and shall be grounds for immediate termination of this Agreement by MHDC, in its sole and absolute discretion.

- a. The Subgrantee is an eligible jurisdiction under the Acts for the purposes of receiving and administering the ERA Funds provided under this Subgrant;
- b. The Subgrantee is in full compliance with all rules, regulations, and requirements under the Acts, Treasury Guidance, MHDC's SAFHR Program Overview, the Code, and has no knowledge of any issue of noncompliance or action/inaction that given the passage of time would result in the Subgrantee being deemed to be in noncompliance;
- c. Subgrantee shall maintain all ERA Funds in accounts that are fully insured and secured in accordance with RSMo § 110.010. This may include but is not necessarily limited to the posting of bonds or letters of credit in a minimum amount of the Subgrant. The Subgrantee shall be fully responsible for any loss arising from noncompliance with this condition.
- d. Subgrantee shall fully and timely cooperate with MHDC in the performance of this Agreement, including providing access to any and all records or any other

items, related to, prepared for or used in connection with funds under this Agreement.

- e. Subgrantee shall comply with all federal, state and local laws prohibiting discrimination in housing on the grounds of any legally protected status including but not limited to race, color, religion, national origin, age, sex, gender, sexual orientation, disability, familial status, or veteran status.
- f. Subgrantee shall disclose to MHDC all allegations of discrimination under Title VI of the 1964 Civil Rights Act, as amended, and under Title VIII of the 1968 Civil Rights Act, as amended, commonly known as the Fair Housing Act of 1968. Such disclosure shall be made in writing within fifteen (15) days of the receipt of such allegation.
- g. Subgrantee shall exercise diligence in protecting all rights of any beneficiary of the funds in accordance with all applicable laws, rules and regulations.
- h. Subgrantee is not suspended, debarred, proposed for debarment, declared ineligible, or is otherwise excluded from participating in agreements or contracts or otherwise doing business with any agency or department of the State of Missouri.
- i. Subgrantee has received and reviewed all the Superseding Agreements, except for the MOU, prior to the execution of this Agreement and this Agreement shall not be construed against MHDC by virtue of the fact that it was prepared initially by counsel for MHDC;
- j. Subgrantee is represented by its own counsel and has provided its counsel an opportunity to review and comment on this Agreement; and
- k. Subgrantee intends to use the Subgrant only for eligible expenses and activities;

7. **Reporting** Subgrantee agrees to complete and submit all reporting to MHDC related to the Subgrant in the form and manner such reporting may be required by MHDC or any agency exercising applicable jurisdiction over the Program. Subgrantees must submit data for the development of a progress reports due DED as set forth in the MOU, and any subsequent amendments or agreements. Which may include: number and geographic distribution of households assisted and amount; information about the lessors paid with Program funds, including geographic distribution, and amount paid for each category, type, or entity; information about the utilities paid with Program funds, including geographic distribution, and amount paid for each category, type, or entity; any documented financial or other outcomes showing a benefit from the Program; and any other information required to be reported to Treasury. Subgrantee shall reasonably cooperate with MHDC in the completion of any MHDC reporting required related to the Subgrant or ERA Funds and shall provide such documentation and information as may be reasonably requested by MHDC in the form and manner requested in a timely manner. In the event additional information is required by any other Missouri or federal



authority having an interest in the SAFHR Program funds, Subgrantee shall use best efforts to obtain such additional information.

Subgrantee will provide data elements required to be reported to Treasury as set forth in Treasury's reporting guidance no fewer than three (3) business days before the deadline established by Treasury, or in a time-frame that is mutually agreed upon by both parties. Data elements should be emailed to Steve Whitson at [Steve.Whitson@mhdc.com](mailto:Steve.Whitson@mhdc.com) or his designee.

8. **Record Maintenance/Audits.** Subgrantee shall at all times be subject to audits by the Treasury, the Internal Revenue Service, DED, the State Auditor, or MHDC as any of those entities may deem an audit necessary to ensure that the Subgrant remains compliant with the Acts, Guidance, Superseding Agreements, or any applicable laws, regulations, or requirements related thereto. Subgrantee shall be required to provide MHDC with a copy of their "Single Audit" as that term is defined by the United States Office of Management and Budget, within twenty (20) days of completion. Subgrantee shall maintain all records related to the Subgrant in accordance with the requirements of the Acts, Treasury Guidance, and the Superseding Agreements and shall maintain such records for a period of at least five (5) years after the Outside Expenditure Date unless audit questions have arisen or any legal action is contemplated or filed within the (5) five years, then such records shall be maintained until the conclusion of any such audit or litigation. Subgrantee shall be responsive to all record maintenance and audit requests in a timely manner. Subgrantee further acknowledges that MHDC is subject to all applicable laws, including but not limited to Chapter 610 RSMo. (the "Missouri Sunshine Law"), and shall assist MHDC in any form MHDC requires in complying with all laws when applicable.

Upon Subgrantee's failure to create or maintain documentation or permit inspection of the records demonstrating its compliance with this Agreement, Subgrantee shall be subject to repayment for all expenditures that MHDC, in its sole and absolute discretion, concludes lack sufficient evidence of compliance, but only to the extent that any such funds are recaptured or offset by Treasury or otherwise result in financial penalty or detriment to MHDC.

9. **Default.** Any breach of this Agreement by the parties shall be considered an "Event of Default" under this Agreement. Either party shall notify the other of any such default and permit the party a minimum of thirty (30) days to address and cure such default. MHDC reserves the right to terminate this Agreement upon notification to Subgrantee of a breach hereunder and that breach remains uncured for a period of thirty (30) days after notification and/or seek any remedy available to it under state or federal law.

10. **Indemnity.**

(a) Subgrantee, for itself and for each and all of its past, present and future predecessors, successors, assigns, affiliates, licensees, transferees, principals, servants, agents, partners, members, associates, officers, directors, employees, representatives, shareholders, attorneys, insurers, legal representatives, descendants, dependents, heirs, executors, administrators and all other persons hereby and forever releases and discharges and agrees to indemnify and hold harmless MHDC and each and all of its past, present, and future



predecessors, successors, assigns, affiliates, licensees, transferees, principals, servants, agents, partners, members, associates, officers, directors, employees, representatives, shareholders, attorneys, insurers, legal representatives, descendants, dependents, heirs, executors, administrators and all other persons from any and all claims, demands, liens, causes of action, suits, obligations, controversies, debts, costs, expenses (including attorneys' fees), damages, judgments and orders of whatever kind or nature, in law, equity, or otherwise, whether known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed, do presently exist, or may exist, relating to the Subgrantee and its activities, assets or liabilities, or the transactions contemplated by this Agreement, except with respect to any material breach by MHDC of this Agreement. This indemnity explicitly applies to any liability, whatsoever, related the Subgrant that MHDC may have to the Treasury or DED related to or arising out of Subgrantees failure to adhere to this Agreement, the Acts, Treasury Guidance, or the loss of any portion of the ERA Funds by the Subgrantee.

11. **Further Assurances.** Each party agrees to execute and deliver to the other party such other documents and instruments as may be necessary or desirable to carry out the purpose of this Agreement and to cooperate with each other for the expeditious filing of any and all documents, reports, and the fulfillment of the terms of this Assignment.

12. **Survival.** All of the terms, representations, warranties and other provisions of this Agreement shall survive and remain in effect after the date of this Agreement.

13. **Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto. Any counterpart of this Agreement, which has attached to it separate signature pages which together contain the signatures of all of the parties (or is executed by an attorney-in-fact on behalf of some or all of the parties), shall for all purposes be deemed a fully executed instrument.

14. **Severability.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

15. **Attorneys' Fees.** Each party shall pay its own legal fees and expenses incidental to the execution of this Agreement and the consummation of the transactions contemplated hereby. In the event that any party shall maintain or commence any action, proceeding or motion against any other party to enforce this Agreement or any provision thereof, the prevailing party therein shall be entitled to recover its actual and reasonable attorneys' fees and costs therein incurred. Each party agrees that if such party hereafter commences, joins in, or in any manner asserts against any other party any claims determined by a court of competent jurisdiction to have been released hereunder, then it will pay to the other party, in addition to any other damages caused to the other party thereby, all actual and documented attorneys' fees and costs incurred in defending or otherwise responding to such suit or claim.

16. **Construction.** Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party.

17. **Paragraph References.** Paragraph and other headings contained in this Assignment are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

18. **Amendment.** Unless otherwise provided in this Agreement, any amendments to this Agreement shall be in writing and executed by all parties to this Agreement.

19. **Entire Understanding.** This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.

20. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of each of the parties, their successor, and assigns. However, The Subgrantee shall not be permitted to assign this Agreement or any obligation hereunder to any other party without the prior written consent of MHDC, which shall be subject to MHDC's sole and absolute discretion.

21. **Notices.** All notices required to be given under this Agreement shall be delivered by first class United States mail to each party at the address listed above and shall be deemed to have been received upon delivery.

22. **Governing Law.** This Assignment shall be governed by the laws of the State of Missouri, without giving effect to its conflicts of laws, statutes, or rules.

23. **Jurisdiction.** Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Jackson County, Missouri, or of the United States District Court for the Western District of Missouri.

24. **Electronic Signatures.** Subgrantee and MHDC agree that this Agreement may be executed by electronic signatures; and the transactions described in this Agreement 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, unless originals are required by the Acts, Treasury Guidance, or Superseding Agreements.

25. **E-Verify.** Pursuant to § 285.530 RSMo, MHDC hereby affirms that through DED, MHDC participates 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).

Pursuant to § 285.530 RSMo, Subgrantee affirms that it participates 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). Subgrantee shall be required to provide the E-Verify MOU and Workforce Eligibility Affidavit.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**MHDC:**

MISSOURI HOUSING DEVELOPMENT  
COMMISSION, a body corporate and politic of the State  
of Missouri

By:   
Jennifer Schmidt, Director of Operations

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

**SUBGRANTEE:**

JACKSON COUNTY, MISSOURI, a constitutional home rule charter county of the State of Missouri

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

  
Frank White Jr., Jackson County Executive

APPROVED AS TO FORM

  
County Counselor

ATTEST:

  
Clerk of the County Legislature



**EXHIBIT A**

Grantee Award Terms  
for the Program executed by DED on January 12, 2021 (the "First Act Award Terms")

(See attached page)

OMB Approved No.: 1505-0266

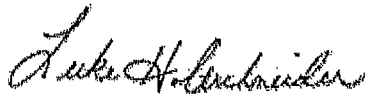
Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY  
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: State of Missouri 301 W. High Street, Rm 570 Jefferson City, MO 65102-1517	DUNS Number: 07-313-4579  Taxpayer Identification Number: 44-6000987
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Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.



Authorized Representative Name: Luke Holschneider

Title: Deputy Director, Missouri Department of Economic Development

Date signed: 1-12-2021

U.S. DEPARTMENT OF THE TREASURY  
EMERGENCY RENTAL ASSISTANCE

March 26, 2021

Effective as of the date hereof, the award terms accepted by Recipient as a condition to the receipt of payment from Treasury pursuant to section 501 of Subdivision N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) are amended as follows:

Section 3 is amended by replacing "December 31, 2021" with "September 30, 2022".

Section 4 is deleted in its entirety and replaced with the following:

4. Administrative costs.

- a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
- b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award.

Attached hereto are the award terms restated to reflect this amendment.

U.S. DEPARTMENT OF THE TREASURY  
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").
2. Repayment and reallocation of funds.
  - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
  - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
  - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through September 30, 2022, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
  - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
  - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
  - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
  - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award.
5. Reporting.
  - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
  - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Compliance with Applicable Law and Regulations
  - a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.



- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
11. Debts Owed the Federal Government
  - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
  - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

- d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; and/or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**EXHIBIT B**

Grantee Award Terms  
for the Program executed by DED on May 6, 2021 (the "Second Act Award Terms")

(See attached page)

## Exhibit B

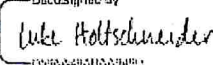
OMB Approved No.: 1505-0270  
 Expiration Date: 10/31/2021

U.S. DEPARTMENT OF THE TREASURY  
 EMERGENCY RENTAL ASSISTANCE

Eligible grantee name and address: Missouri Department of Economic Development 301 West High Street Jefferson City, Missouri, 65101-1157	DUNS Number: 879014686 Taxpayer Identification Number: 446000987 Assistance Listing Number and Title: 21.023-Emergency Rental Assistance Program
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Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance.

The eligible grantee hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by  
  
 AUTHORIZED REPRESENTATIVE  
 Authorized Representative Signature (above)  
*[To be signed by chief executive officer if recipient is a local government.]*  
 Authorized Representative Name: Luke Holtschneider  
 Authorized Representative Title: Deputy Director  
 Date Signed: 5/6/2021

U.S. Department of the Treasury.

Authorized Representative

Title:  
 Date:

PAPERWORK REDUCTION ACT NOTICE: The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

PRIVACY ACT STATEMENT

AUTHORITY: Solicitation of this information is authorized by the American Rescue Plan Act of 2021, Title III, Pub. L. No. 117-2.  
 PURPOSE: Treasury is required by the American Rescue Plan Act of 2021 to identify eligible grantees/recipients to provide emergency rental assistance to individuals who qualify for relief under the Act. Eligible grantees/recipients are state, local, and territorial governments which identify households requiring relief according to requirements contained in the Act. Treasury maintains contact information for authorized representatives and contact persons for the purpose of communicating with eligible grantees regarding issues related to implementation of the Act.  
 ROUTINE USES: The information you furnish may be shared in accordance with the routine uses outlined in the Treasury's system of records notice, Treasury 017 - Correspondence and Contact Information, which can be found at 51 FR 78266 (Nov. 7, 2016).  
 DISCLOSURE: Disclosure of this information to Treasury is required in order to comply with the requirements the American Rescue Plan Act of 2021. Disclosure of this information is voluntary, however, grantees/recipients that do not disclose contact information will be unable to communicate with Treasury on issues related to their obligations under the Act and this may affect the status of their award.



## Exhibit B

OMB Approved No.: 1505-0270  
 Expiration Date: 10/31/2021

U.S. DEPARTMENT OF THE TREASURY  
 EMERGENCY RENTAL ASSISTANCE  
 AWARD TERMS AND CONDITIONS

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("Section 3201") and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the "Guidance").
2. Reallocation of Funds. Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(c)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).
3. Assistance to Eligible Households. Recipient agrees to permit eligible households (as defined in Section 3201(d)(2)) to submit applications for financial assistance directly to Recipient, and to receive financial assistance directly from Recipient, under programs established by Recipient using funds disbursed under this award. Recipient may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after Recipient makes reasonable efforts to obtain its cooperation, Recipient must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.
4. Period of Performance. The period of performance for this award begins on the date hereof and ends on September 30, 2025. Recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.
5. Administrative costs.
  - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
  - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.
6. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as related to this award. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
7. Maintenance of and Access to Records.
  - a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after the period of performance.
8. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
9. Compliance with Applicable Law and Regulations.
  - a. Recipient agrees to comply with the requirements of Section 3201 and the Guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.



**Exhibit B**

- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefiting from federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. False Statements. Recipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

Exhibit B

- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

14. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

15. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; and/or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section in the predominant native language of the workforce.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**EXHIBIT C**

MHDC's initial SAFHR Program overview

(See attached page)



The U.S. Department of the Treasury (Treasury) requirements of the Emergency Rental Assistance (ERA) Program established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the "Act") and Missouri Housing Development Commission (MHDC) Implementation Plan.

- **Use of Funds**
  - Financial Assistance (up to 12 months maximum per household)
    - No less than 90 percent of funding allocation to be used for financial assistance
    - Rental arrears
    - Forward rent (up to 3 months at a time with income requalification every 3 months)
    - Utility arrears (electric, gas, water, sewer/trash, other energy costs)
    - Utility assistance (electric, gas, water, sewer/trash, other energy costs)
  - Housing Stability Services
    - No more than 10 percent of funding allocation to be used for housing stability
    - Case management services for households, i.e. legal services to prevent evictions
- **Eligibility**
  - Definition of Household: one or more individuals who live together (do not need to be related by blood, marriage or in any other legal capacity)
  - Tenant household income may not exceed 80 percent of Area Median Income (AMI) for the household size and county of residence
    - Income based on total household income for calendar year 2020 OR
      - Documented by IRS Form 1040
    - Confirmation of monthly income at the time of application
      - Documented by previous two months of income documentation
  - One or more individuals in household has:
    - Qualified for unemployment benefits OR
      - Documented by statement
    - Experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due to the pandemic (directly or indirectly)
      - Documented by household attestation
  - One or more individuals demonstrate a risk of experiencing homelessness or housing instability, including documentation of:
    - A past due utility or rent notice or eviction notice
    - Unsafe or unhealthy living conditions; OR
    - Any other evidence of such risk
  - Among eligible households, the program must prioritize those with:
    - Incomes less than 50 percent AMI OR
    - At least one individual is unemployed who has not been employed for the previous 90 days



- **Application Process**
  - Phase 1: Tenants in collaboration with landlords will apply for financial assistance (rent and utility) through an online portal established by MHDC anticipated to open February 8, 2021
    - Funds paid directly to landlords and utility vendors once approved
  - Phase 2: Landlords with multiple tenants will apply for "bulk" rental assistance (through an online portal established by MHDC anticipated to open March 1, 2021)
    - Funds paid directly to landlords and utility vendors once approved
  - Phase 3: MHDC will contract case management services through Legal Aid and similar assistance agencies with large coverage to prevent evictions and assist with client direct assistance applications anticipated to open March 15, 2021
    - Services submitted through MHDC portal based on fee for service schedule based on program deliverables and persons served
    - Funds paid directly to contractors once approved
- **Application Forms**
  - Website: [www.mohousingresources.com](http://www.mohousingresources.com)
  - Draft Tenant Eligibility Checklist and Pre-application Attached
  - Phase 1: Tenant Application
    - Application to be completed and submitted by tenant in collaboration with required information from the landlord
  - Phase 2: Landlord Application
    - Will collect same information as tenant application, but will be submitted in consolidated format
    - Application to be completed and submitted by landlord in collaboration with required information from the tenant
- **Application Approvals**
  - Step One: Applicant submits application to MHDC through online portal
  - Step Two: Customer Direct (contracted staffing agency based in St. Louis and currently processing CARES fund applications) reviews application against built in eligibility review checklists
  - Step Three: Application approval notification sent to applicant and payment details requested
  - Step Four: Approved applications are moved to holding bins for MHDC staff review and approval
  - Step Five: Funds are released to eligible vendors
- **Program Marketing**
  - MHDC develop SAFHR Outreach Kit
    - MHDC contract with advertising agency for print and digital material
  - MHDC work with Missouri Public Education Program (MO PEP)
    - Radio/Television
  - Outreach Kits example reach:
    - E-blasts
    - Social Media
    - MHDC portfolio
    - Members of the General Assembly
    - HUD housing counseling agencies
    - Utility companies
    - School districts



## Exhibit C

- o City and Counties
- o State Departments
- o Governor's Committees
- o FEMA/SEMA
- o Non-profit networks

**EXHIBIT D**  
**Program Grant Information**

Total amount of federal funds awarded and obligated to DED: *Up to \$410,000,000 (ERA1) and up to \$322,771,299.80 (ERA2)*

Total amount of federal funds awarded and obligated to MHDC via DED: *Up to \$410,000,000 (ERA1) and up to \$322,771,299.80 (ERA2)*

Federal Award Identification Number (FAIN): *ERAE0511 (ERA1) and ERAE0512 (ERA2)*

Federal Award Date to DED: *January 12, 2021 (ERA1) and May 6, 2021(ERA2)*

DED Award Date to MHDC: *February 10, 2021 (ERA1) and July 21, 2021(ERA2)*

Catalog of Federal Domestic Assistance (CFDA) Number: *21.023*

CFDA Name: *Emergency Rental Assistance Program*

## Workforce Eligibility Affidavit

State of Missouri )  
 ) ss  
County of Jackson )

The undersigned does, by his/her oath solemnly swear and affirm that he/she is the Chief Program Officer of Community Services League and as such officer or agent of such entity I am duly authorized to make this affidavit on behalf of said entity. On behalf of such entity and pursuant to the authority recited herein, the undersigned does further solemnly swear and affirm and that said entity:

### CHECK ONE:

1. Choose one:
  - ☒ Is enrolled and actively using the E-Verify system or
  - ☐ has entered an agreement with \_\_\_\_\_, and said entity is enrolled or actively using the E-Verify System pursuant to the attached agreement; and
2. Does not knowingly employ any person who is an unauthorized alien, and
3. Certifies that all its employees are lawfully present in the United States;

OR

- ☐ 1. Is not an employer and does not have any employees,
2. Certifies that for the duration of the contract with the Missouri Housing Development Commission, any independent contractor and subcontractors of such independent contractor paid for labor performed in connection with such contract are properly classified as independent contractors and should not be classified as employees,
3. Certifies that for the duration of the contract with the Missouri Housing Development Commission, any independent contractor and subcontractors of such independent contractor paid for labor performed in connection with such contract are not unauthorized aliens and are lawfully present in the United States,
4. Certifies that if, at any time, it does employ any employees, it will immediately enroll and begin actively using the E-Verify system and will not knowingly employ any person who is an unauthorized alien and that all such employees it does hire will be lawfully present in the United States.

The undersigned affirms, under penalty of perjury, that all statements made herein are true and correct.

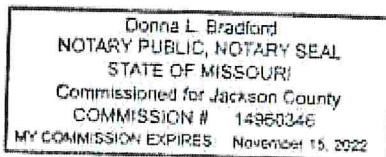
Community Services League  
Entity Name

By: Lynn Rose

Printed Name: Lynn Rose

Title: Chief Program Officer

Subscribed and sworn to before me this 2 day of FEB, 2022.



(SEAL)

Donna L Bradford  
Notary Public