

FIRST AMENDMENT TO EMERGENCY RENTAL ASSISTANCE SUB-GRANTEE AGREEMENT

THIS FIRST AMENDMENT TO EMERGENCY RENTAL ASSISTANCE SUB-GRANTEE AGREEMENT, (this "*Amendment*") is effective as of July 21, 2022 (the "*Effective Date*") by and between the MISSOURI HOUSING DEVELOPMENT COMMISSION, a corporate and body politic of the State of Missouri ("*MHDC*") and JACKSON COUNTY, MISSOURI, a constitutional home rule charter county of the State of Missouri (the "*Subgrantee*") and MHDC and Subgrantee each a "*Party*" and collectively the "*Parties*".

RECITALS

WHEREAS, the Parties entered into that certain Emergency Rental Assistance Sub-Grantee Agreement dated February 1, 2022 (the "*Original Agreement*" and collectively with the Amendment, the "*Agreement*") whereby MHDC agreed to grant emergency rental assistance funds provided by the United States Treasury in response to the COVID-19 pandemic and administered by MHDC on behalf of the State of Missouri under agreement with the Missouri Department of Economic Development ("*DED*") to the Subgrantee; and

WHEREAS, upon execution of this Amendment, the Parties desire to amend the Original Agreement as set forth herein.

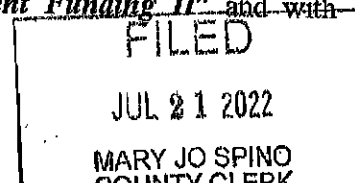
AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties hereto do hereby amend the Contract as follows:

1. Recitals incorporated. The Recitals to this Amendment are incorporated herein as part of this Amendment.
2. Capitalized Terms. All capitalized terms used and not otherwise defined herein shall have the same meaning ascribed to such term(s) in the Agreement.
3. Subgrant. Sections 4(c) and 4(d) are hereby deleted in their entirety and replaced as follows:

"c. *Timing:* 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*").
- ii. Subsequent funding shall be available to Subgrantee as follows. An initial funding amount of Three Million and 00/100 Dollars (\$3,000,000.00) ("*Subsequent Funding I*") shall be immediately available upon execution of this amendment. A secondary funding amount of Two Million and 00/100 Dollars (\$2,000,000.00) ("*Subsequent Funding II*") and with



Subsequent Funding I, the "*Subsequent Phase Funding*") shall be immediately available to the Subgrantee upon a determination by MHDC in its sole and absolute discretion that all Phase I Funding and Subsequent Funding I have satisfied all the conditions outlined in this Agreement. Phase I Funding and Subsequent Phase Funding shall not cumulatively exceed Fifteen Million and 00/100 Dollars (\$15,000,000.00).

- iii. Notwithstanding anything to the contrary contained herein, Subsequent Phase Funding may be limited further by MHDC without notice to Subgrantee as MHDC determines in its sole and absolute discretion that such limitations are necessary to the responsible and effective administration of ERA Funds. Further, MHDC may implement any additional requirements or conditions on the distribution of Subsequent Phase Funding to Subgrantee as MHDC determines in its sole and reasonable discretion.

d. *Conditions:* The number of phases or amount of funds distributed at each phase may be modified by MHDC in its sole and absolute discretion. The manner of distribution of the funding phases, if applicable, whether in lump sum or in monthly draws, shall be subject to the sole and absolute discretion of MHDC. All Phase I Funding and Subsequent Funding I provided to Subgrantee must be fully expended to eligible benefit recipients to the satisfaction of MHDC in its sole and absolute discretion no later than August 1, 2022. Subsequent Funding II will only be issued upon a determination by MHDC that all Phase I Funding and Subsequent Funding I has been expended fully and appropriately no later than August 1, 2022. Subsequent Funding II must be fully expended to eligible benefit recipients to the satisfaction of MHDC in its sole and absolute discretion no later than September 30, 2022. Any amount of Phase I Funding or Subsequent Phase Funding not disbursed under the conditions and within the timeframe set forth above shall be deemed ineligible and will no longer be available for disbursement by Subgrantee and must be returned to MHDC. These dates are subject to change only with updated Guidance and at the sole and absolute discretion of MHDC.

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, Coe, 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 numbered 1-7 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."

4. Continued Force and Effect. Except as amended herein, all provisions of the Agreement shall remain in full force and effect.

5. Governing Law. This Amendment and the rights and obligations of the parties hereto shall be governed, construed, and enforced in accordance with the laws of the State of Missouri.

6. Counterparts. This Amendment may be executed in any number of counterparts and delivered by facsimile or PDF transmission, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon all of the parties hereto.

[SIGNATURE PAGES FOLLOW]

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Jackson County, Missouri Signature Page

IN WITNESS WHEREOF, the Subgrantee has executed and delivered this Amendment as of the date first set forth above.

SUBGRANTEE:

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

By: _____
Name: Frank White, Jr.
Title: Jackson County Executive

APPROVED AS TO FORM

County Counselor

ATTEST:

Clerk of the County Legislature

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MHDC Signature Page

IN WITNESS WHEREOF, MHDC has executed and delivered this Amendment as of the date first set forth above.

MHDC:

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

By: 

Name: Jennifer Schmidt

Title: Director of Operations