

County Distribution Agreement - ARPA Funds

This County Distribution Agreement – ARPA Funds (“Agreement”), entered into on the date set forth below by and between Jackson County, Missouri (“County”), and Harvesters Community Food Network, 3801 Topping Ave., Kansas City, MO 64129 (“Recipient”) an entity which operates within said County (collectively the “Parties”).

RECITALS

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President; and

WHEREAS, section 9901 of ARPA amended Title VI of the Social Security Act to add section 603 which established the Coronavirus Local Fiscal Recovery Fund for counties; and

WHEREAS, on May 10, 2021, the United States Department of Treasury (“Treasury”) issued the Interim Final Rule, which took effect on May 17, 2021 and was open for public comment until July 16, 2021; and

WHEREAS, County has or will receive an allocation and distribution of Coronavirus Local Fiscal Recovery Funds pursuant to ARPA (the “ARPA Funds”); and

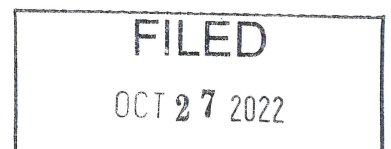
WHEREAS, Recipient has requested funds from the County to cover eligible uses and costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), as set forth in the Application for County ARPA Funds (“Application”); and

WHEREAS, through said Application, Recipient has represented, warranted and attested to the County that it meets all requirements for receipt of a portion of the available funds (the “Funds”) as described in said Application; and

WHEREAS, County has reviewed said Application and has made an award decision via Resolution 21016, dated July 25, 2022 (“Resolution”);

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby enter into the following agreement:

1. Purpose. The purpose of this Agreement is to make an award (“Award”) and distribution of funds from the County to Recipient for eligible uses, including to cover Recipient’s costs and expenses incurred due to COVID-19 (the “Funds”). Recipient agrees the Funds shall be used only in compliance with section 603(c) of the Social Security Act, Treasury’s regulations implementing that section, and guidance issued by Treasury. The Funds shall be used exclusively in accordance with the provisions contained in this Agreement in conformance with state and federal law and for no other purpose. Further, Recipient agrees that Funds shall be used exclusively for the purposes described in the Application. Recipient understands and agrees that



any deviations from the use of Funds, as described in the Application, and as approved in the Resolution must have prior approval from the County's County Administrator, which is subject to the sole and absolute discretion of the County Administrator.

2. Assistance Listing. The Assistance Listing Number is 21.027 for ARPA Funds (formerly known as CFDA Number).

3. Uniform Administrative Requirements. The Award and Funds which are the subject of the Agreement are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 CFR Part 200 and Appendix II ("Uniform Guidance").

4. Funding Source; Publication. 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 SLFRP3406, awarded to Jackson County, Missouri, by the U.S. Department of the Treasury.

5. Representations and Warranties by Recipient. Recipient represents, warrants, and certifies that:

a. The undersigned individual has all necessary authority on behalf of the Recipient to request funds from the County from the allocation of funds to the County of ARPA Funds. Recipient represents and warrants that it has determined prior to engaging in any project using the Funds that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

b. Recipient understands and agrees that the County will rely on the representations, warranties, and certifications set forth in its budget, attached hereto as, Exhibit A, and this Agreement as material representations in awarding and making a payment of Funds to Recipient. Recipient affirms that the information set forth in the Application is true, complete and accurate and affirms the statements made in Exhibit A as of the date of this Agreement.

c. Recipient expressly represents and warrants that it is eligible to receive the Funds in accordance with state and federal law, and that the Funds will be used exclusively for lawful expenditures pursuant to the requirements of ARPA and specifically as described in Exhibit.

d. Recipient represents, warrants and agrees that the proposed uses of the Funds provided as a payment shall be used only to cover those costs that: (i) were incurred during the period beginning on March 3, 2021 and ending December 31, 2024, for one or more of the purposes enumerated in section 603(c)(1) of the Social Security Act; (ii) the Recipient has or will incur an obligation with respect to the costs by December 31, 2024; (iii) that is either for: (a) the purpose of responding to the public health emergency or its negative economic impacts, (b) responding to workers performing essential work during

the COVID-19 public health emergency by providing premium pay to eligible workers, (c) providing government services to the extent of the reduction in the Recipient's general revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the Recipient prior to the emergency, or (d) to make necessary investments in infrastructure relating to clean water state revolving fund and drinking water state revolving fund investments, or broadband; and (iii) is not for: (a) deposit into any pension fund, (b) to directly or indirectly offset a reduction in the net tax revenue resulting from a covered change during the covered period, (c) use of ARPA funds as non-Federal match where prohibited, or (d) debt service, to satisfy a judgment or settlement, or to contribute to a "rainy day" fund.

e. Recipient agrees to comply with all other applicable Federal statutes, regulations, and executive orders and provide for compliance with ARPA, the Interim Final Rule issued by the Department of the Treasury as set forth in 31 CFR Part 35, any Final Rule issued by the Department of the Treasury, and any interpretive guidance by other parties in any agreements Recipient enters into with other parties relating to the ARPA Funds.

f. Recipient acknowledges, understands, and agrees that Funds provided as payment from the County to Recipient pursuant to this Agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Recipient in any manner that does not adhere to official federal guidance shall be returned to the County.

g. Funds received pursuant to this Agreement shall not be used for expenditures for which Recipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same cost or expense.

h. Recipient may not use funds received pursuant to this Agreement to make a grant to any other local government, public entity, political subdivision, non-profit corporation, corporation, limited liability company, or other business entity, or individual unless: (1) the specific use of funds was expressly described in the Application set forth in Exhibit A, and (2) the funds awarded are used solely for necessary expenditures which satisfy the requirements set forth in paragraph 5.d. of this Agreement. Recipient is responsible for all documentation requirements set forth in this Agreement.

i. Recipient certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee or other person with primary

management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Recipient.

j. Recipient agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Application.

k. Recipient certifies that the Funds shall not be used for any unlawful purpose, including but not limited to: (i) as a revenue replacement for lower than expected tax or other revenue collection; (ii) for expenditures for which Recipient is already receiving other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for the same expense; or (iii) to engage in any other activity that is illegal under federal, state or local law.

l. Recipient understands and agrees that the County is under no obligation to distribute any additional funds, even if Recipient believes circumstances have changed and Recipient requests additional funds.

6. Award and Distribution of Funds; Amount. Subject to the representations, warranties, covenants and agreements set forth in this Agreement, including the representations, warranties covenants, and agreements made by Recipient in the Application. County agrees to distribute to Recipient the Funds ("Funds") in the amount of \$1,000,000.00 and for the purposes set forth and described in Exhibit A, subject to approval and execution of this Agreement. Payments shall be made, not more frequently than monthly as approved by the County Administrator or his designee, upon the County's receipt documentation demonstrating expenditures pursuant to the Agreement. Recipient understands and agrees that the funds will not be disbursed under this Agreement until such time as all required documentation is provided by Recipient, including supporting documents, and all required documents are approved and signed by Recipient and County. Recipient understands and acknowledges that all awards are subject to the availability of funds and any modifications or additional requirements that may be imposed by law. In the event of a change in ARPA or guidance issued by the United States Department of Treasury that affect the Decision and this Agreement, the obligations of the County under this Agreement may be terminated immediately.

7. Term. This Agreement shall commence on the last date set forth on the signature pages of this Agreement and shall remain in force and effect unless otherwise terminated as provided in this Agreement. Recipient must use the Funds to cover eligible costs incurred during the period that begins on October 1, 2022, and ends on December 31, 2023, subject to the requirements of paragraph 9, below.

8. Use of Funds. Recipient shall only use the Funds for the purposes and intended use of funds description set forth in the Application for County ARPA Funds set forth in the application, and this Agreement. Modification of Recipient's purpose and intended use of funds

shall require prior written approval of the County. Recipient may not pay pre-award costs as defined in 2 C.F.R. § 200.458 from the Funds.

9. Unused Funds. Funds awarded and paid from the County to Recipient pursuant to this Agreement that are not obligated by December 31, 2023, shall be returned to the County on or before March 31, 2024.

10. Documentation and Reporting Use of Funds. Recipient agrees to comply with any reporting obligations established by Treasury as it relates to the ARPA Funds and to maintain the records necessary in order to comply with the requirements of ARPA; the requirements of the Interim Final Rule and, once issued, the Final Rule; the requirements of the Department of Treasury Compliance and Reporting Guidance, and shall maintain proper documentation supporting determinations of costs and applicable compliance requirements, and satisfaction of those requirements as part of award management, internal controls, and subrecipient oversight and management and to demonstrate that the Funds have been used in accordance with section 603 of the Social Security Act. Recipient agrees to utilize appropriate fund accounting, auditing, monitoring and such evaluation procedures as may be necessary to create, keep and maintain such records as the federal, state, and County may prescribe, and in order to assure fiscal control, proper management, and efficient disbursement of funds received under this Agreement.

Recipient shall maintain all books, records and other financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations and guidance, and federal reporting and audit-related requirements. Recipient shall make all books, records and other documents available at all reasonable times for inspection and copying by the County in order to ensure compliance with ARPA, U.S. Department of Treasury Guidance, the intended purposes of the Funds as set forth in the Application and as awarded in the Resolution, audit requirements, and this Agreement. Copies of all records (including electronic records) shall be furnished to the County at no cost and upon request. Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives shall have the right of access to records (electronic or otherwise) of Recipient in order to conduct audits or investigations. Records shall be maintained by Recipient for a period of five (5) years after all Funds have been expended, or returned to the County or Treasury, whichever is later.

Recipient agrees to timely complete and submit any and all financial reports, as requested by the County. Failure by Recipient to timely submit Supporting Documentation may result in an Event of Default. The County may require Supporting Documentation furnished by the Recipient from time to time regarding the use of Funds with respect to the approved and necessary expenditures listed in the Application and Notice of Decision.

Recipient shall maintain, retain and provide documentation to County relating to the use of Funds upon request, including, but not limited to (collectively referred to as "Supporting Documentation"):

- a. Procurement and conflict of interest policies;

- a. Procurement and conflict of interest policies;
- b. Documentation of compliance with applicable procurement laws and requirements for Recipient;
- c. Publication and/or posting documentation relating to procurement;
- d. Requests for bids/requests for proposals/requests for qualifications;
- e. Estimates, quotes, bid responses, proposals, or statements of qualifications;
- f. Sales receipts and invoices;
- g. Contracts for the purchase of goods or services;
- h. Proof of evaluation and award (e.g., minutes, approval by authorized representative, etc.);
- i. Purchase orders, payment requests, or applications for payment;
- j. Proof of payment (e.g., cancelled checks, direct payment information, bank statements, credit card statements);
- k. Proof of delivery on goods (e.g., copies of packing slips or bills of lading);
- l. Proof of services rendered (e.g., statements confirming services provided by a vendor or contractor);
- m. Time sheets and other personnel information (e.g., wage rates, job duties, etc., if applicable);
- n. Direct solicitation lists (if applicable);
- o. Documentation of sole source procurement (if applicable);
- p. Bonding and insurance documents (if applicable)
- q. E-Verify documentation;
- r. Financial reports regarding the use of the Funds;

- s. Any other documents reasonably required by the County, its auditors, or the United States with respect to compliance with the requirements of ARPA and related guidance.

11. Compliance with Applicable Laws and Regulations.

a. Recipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are incorporated by reference. Failure to comply with any applicable requirements by Recipient shall be deemed a material breach of this Agreement. The enactment or modification of any applicable federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the County and Recipient to determine whether the provisions of this Agreement require formal modification.

b. Recipient agrees that it has, or at the appropriate time, will comply with all applicable bidding and procurement requirements pursuant to policy, local, state, or federal law regarding the use of the Funds and that Recipient has, or will provide all necessary Supporting Documentation evidencing compliance with bidding and procurement laws.

c. The Recipient and its agents shall abide by all applicable conflict of interest laws and requirements that apply to persons who have a business relationship with the County. If Recipient has knowledge, or would have acquired knowledge with reasonable inquiry, that a County officer, employee, or special appointee, has a conflict of interest, Recipient shall ensure compliance with all applicable disclosure requirements prior to the execution of this Agreement. If Recipient or its agents violate any applicable conflict of interest laws or requirements, the County may, in its sole discretion, terminate this Agreement immediately upon notice to Recipient.

d. Recipient understands and agrees to maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient must disclose in writing to Treasury or County, as appropriate, any potential conflict of interest affecting the Funds in accordance with 2 C.F.R. § 200.112.

e. Recipient certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments and taxes to the County, State of Missouri or federal government.

f. Recipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by any federal, state, or local government.

g. Recipient agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations with respect to uses of the Funds.

h. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, shall apply to this award, including Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be provided by Treasury

i. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is incorporated herein by reference.

j. 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 incorporated herein by reference.

k. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19 are hereby incorporated herein by reference.

l. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XIII to Part 200 is incorporated herein by reference.

m. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20 is incorporated herein by reference.

n. Restrictions on Lobbying, 31 C.F.R. Part 21 is incorporated herein by reference.

o. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 and implementing regulations is incorporated herein by reference.

p. Generally applicable federal environmental laws and regulations are incorporated herein by reference.

q. Recipient agrees to the Assurances of Compliance with Civil Rights Requirements, attached hereto and incorporated herein by reference as Appendix 2.

r. Recipient agrees to comply, as applicable, with requirements of the Hatch Act, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by the federal assistance which is the subject of this Agreement.

s. Recipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating owned, rented, or personal vehicles.

t. Recipient is encouraged to adopt and enforce policies that ban text message while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Debarment and Suspension. Recipient certifies by entering into this Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Missouri. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Recipient.

13. Events of Default and Remedies. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement, provided, that if any such Event of Default is capable of being cured, such Event of Default shall not be deemed to be an Event of Default unless Recipient fails to cure such Event of Default within the time period specified below following receipt of written notice from County notifying Recipient of such Event of Default (each, a "Cure Period");

a. False Statement. Any statement, representation or warranty by Recipient contained in the Application or Supporting Documents, in any funding request, this Agreement, or any other document submitted to the County related to this Agreement which is determined to be false, contains a material misrepresentation, or is misleading, as determined by the County, its auditors, or the federal government.

b. Failure to Comply with Applicable Laws. Recipient fails to comply with or satisfy any of the requirements described in paragraph 27.

c. Failure to Perform; Breach. Recipient fails to perform or breaches any obligation or requirement of this Agreement, or makes an unauthorized use of the Funds, including, by way of example, but not limited to:

i. Use of Funds that are different than the Purpose and Intended Use of Funds as detailed in the Application for County ARPA Funds, and this Agreement including Exhibit A;

ii. Use of Funds for a purpose not described in this Agreement, even for purposes that might otherwise be considered an eligible use of funds had the use been approved by County;

iii. Use of Funds for purposes that are not necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) pursuant to the requirements of ARPA;

iv. Use of Funds for costs incurred outside the time period of March 1, 2021 through December 31, 2024;

v. Failure to return funds that have not been obligated by December 31, 2024, by March 31, 2025.

vi. Failure to refund funds that have been obligated by December 31, 2024, but that have not been expended on or before September 30, 2026, by October 31, 2026.

d. Failure to Provide Supporting Documents and Information. Recipient fails to provide Supporting Documentation, including, but not limited to financial reports, books, records, and other documents reasonably required by the County relating to the subject matter of this Agreement, subject to a ten (10) day Cure Period.

e. Voluntary or Involuntary Insolvency. Recipient: (i) files or has filed against it a petition for relief, reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law; (ii) makes an assignment for the benefit of its creditors; (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers, or a court or government authority enters an order appointing a custodian, receiver, trustee, or other officer with similar powers, and such order is not vacated within ten (10) days; (iv) has an order entered against it for relief or approving a petition for relief, reorganization or any other petition in bankruptcy or for liquidation or to take advance of any bankruptcy, insolvency or other debtors' relief law, and such order is not vacated within ten (10) days; or (v) has an order entered dissolving, winding-up or liquidating Recipient.

f. Determination regarding ARPA. Use of the Funds for purposes that are determined not to be eligible, compliant with, or used in a manner consistent with the requirements of section 603 of the Social Security Act, as determined by the County, an independent auditor, the United States Department of Treasury, or other agency charged with evaluating compliance with the requirements of ARPA, including the review and evaluation of internal controls, monitoring and management, and audit requirements.

g. Recoupment Request or Demand to County. A request or demand is made to the County by an independent auditor or the United States to repay any of the Funds awarded to Recipient, subject to a determination by the County of the correctness and appropriateness of the request or demand. In such event, County shall provide written notice to the Recipient of the nature and extent of the request or demand, and, subject to the obligations of Recipient pursuant to paragraph 12, County and Recipient may mutually agree to the appropriate course of action under the circumstances.

h. Other Breach. The breach of any other material term or condition of this Agreement.

14. Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, County may take any of the following actions, individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to County at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

a. Termination. County may terminate this Agreement and the Notice of Decision by giving a written termination notice to Recipient (“Termination Notice”) and, on the date specified in such notice, all rights (but not the obligations) of Recipient under this Agreement shall terminate. Upon termination of this Agreement, County shall have no further obligation to disburse Funds to Recipient, whether or not the entire amount of Funds have been disbursed to Recipient.

b. Withholding of Funds. County may withhold all or any portion of Funds not yet disbursed pursuant to this Agreement or any other agreement with Recipient, regardless of whether Recipient has previously submitted an Application or whether County has approved a disbursement of Funds requested in any Application or funding request, or regardless of whether County has issued a Notice of Decision in favor of Recipient.

c. Offset. County may offset against all or any portion of undisbursed Funds to Recipient or against any amount or payment due to Recipient under any other statutory provision or agreement between Recipient and County an amount equal the amount of Funds related to the Event of Default. In the event Recipient maintains an ad valorem real estate and/or personal property tax levy in the County, and there exists an Event of Default, Recipient consents to and agrees that as a condition of the award of and payment of Funds pursuant to this Agreement, County shall have the right, but not the obligation, to withhold from ad valorem real estate and/or personal property tax collections an amount that is equal to the Funds which are the subject of the Event of Default. In such event, County shall provide written notice to Recipient of the intent to offset (“Offset Notice”).

d. Repayment of Funds. County may demand the immediate return of any previously disbursed Funds that have been claimed, received, expended, or used by Recipient in breach of the terms of this Agreement or that are the subject of an Event of Default, together with interest thereon from the date of disbursement at the interest rate set forth in subparagraph f, or the maximum rate permitted under applicable law (“Repayment Notice”). Recipient agrees to repay all Fund amounts which are the subject of a Repayment Notice within thirty (30) days.

e. Attorneys’ Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement by County, or because of an Event of Default, if the County is the substantially prevailing party, the County shall be entitled to recover reasonable

attorneys' fees, litigation expenses, and other costs incurred in the action or proceeding, in addition to any other relief to which it may be entitled.

f. Interest. For any amount of Funds which are the subject of an Event of Default, Recipient shall be obligated to pay interest at the rate of 18% per annum, or the maximum rate permitted under applicable law, calculated from the date of disbursement to Recipient to the date the Funds are repaid to the County.

g. False Statements. Making false statements or claims in connection with this award constitutes a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participation in federal awards or contracts, and any other remedy available by law.

h. Other Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, County and Treasury may impose additional conditions on the receipt of funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of Funds, previous payments shall be subject to recoupment.

15. Funding Termination. If prior to the disbursement of Funds to Recipient, the Funds shall become unavailable for any or no reason, this Agreement shall terminate.

16. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Missouri without regard to its conflict of laws rules. Suit, if any, must be brought in the Circuit Court of the County in which the Notice of Decision was issued.

17. Discrimination.

a. Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

b. Recipient agrees to comply with the requirements of the Fair Housing Act, Title VII of the Civil Rights Act of 1968 which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

c. Recipient agrees to comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

d. Recipient agrees to comply with the requirements of the Age Discrimination Act of 1975, as amended 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.

e. Recipient agrees to comply with Title II of the Americans with Disabilities Act of 1990, as amended, 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.

18. Whistleblower Protection. Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the following persons or entities, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury employee responsible for contract or grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; or (vii) a management official or other employee of County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. Recipient shall inform its employees in writing of the rights and remedies provided under this section, the predominant native language of the workforce.

19. No Assignment. This Agreement and all rights, privileges, duties and obligations of Recipient hereto shall not be assigned or delegated by Recipient. Recipient is expressly prohibited from distributing the Funds to any other entity without the express written approval from County.

20. Indemnification. Recipient agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless County, its office holders, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Recipient, its officers, directors, employees or agents, or any other person affiliated with Recipient in applying for or accepting the Funds, in the use or expenditure of the Funds, or any other matters arising out of or relating to the Application, the Notice of Decision, or this Agreement.

21. No Agency. Recipient is solely responsible for all uses, expenditures, and activities supported by the Funds. Nothing contained in this Agreement shall be construed so as to create a partnership, agency, joint venture, employment, or any other type of relationship. Recipient shall not represent itself as an agent of the County for any purpose and acknowledges that it does not have authority to bind the County in any manner whatsoever.

22. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it will be sent by first class U.S. mail service to the address listed for County or Recipient, respectively, set forth in the signature page to this Agreement.

23. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and shall not be construed to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

24. Entire Agreement. Recipient acknowledges and agrees that this Agreement represents the entire agreement between Recipient and County with respect to the subject matter addressed herein. The terms of this Agreement may be modified only by a writing signed by duly authorized representatives of both parties.

25. Authority. The undersigned persons signing this Agreement on behalf of Recipient and County represent and warrant that the appropriate governing body, board, or person has authorized and approved this Agreement and the undersigned persons have the requisite legal authority and power to execute this Agreement, and to bind the respective party to the obligations contained herein. This Agreement constitutes a valid and binding obligation of Recipient, enforceable against Recipient in accordance with its terms. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of Recipient or County, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

26. Employment of Unauthorized Aliens. Pursuant to §285.530, RSMo., Recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

27. Other Financial Assistance. The Fund payments which are the subject of this Agreement shall be considered "other financial assistance" pursuant to 2 C.F.R. § 200.40.

28. Federal Financial Assistance. The Fund payments which are the subject of this Agreement are considered federal financial assistance subject to the Single Audit Act, 31 U.S.C. §§ 7501-7507, and the related provisions of the Uniform Guidance, 2 C.F.R. §203 regarding internal controls; §§200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements, the requirements of which are incorporated herein by reference as though fully set forth herein.

29. Incorporation of ARPA Requirements. The following provisions and requirements are incorporated into this Agreement by reference, as though fully set forth herein:

- a. Section 603 of the Social Security Act, as added by section 9901 of ARPA, which established the Coronavirus Local Fiscal Recovery Fund ("ARPA");

- b. United States Department of Treasury, Interim Final Rule, 31 CFR 35, Federal Register, Vol. 86, No. 93;
- c. Any Final Rule issued by United States Department of Treasury;
- d. United States Department of Treasury, Coronavirus State and Local Fiscal Recovery Funds, Frequently Asked Questions, updated November 15, 2021;
- e. United States Department of Treasury, Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds, updated September 30, 2021;
- f. United States Department of Treasury, Treasury's Portal for Recipient Reporting, State and Local Fiscal Recovery Funds, updated August 9, 2021;
- g. Any and all subsequent guidance issued by the United States, including the Department of Treasury or other federal agencies relating to ARPA.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the undersigned date.

JACKSON COUNTY

By: [Signature] Date: 10/4/2022

Name: Frank White, Jr.
Title: County Executive

Approved as to Form:

[Signature]
Bryan Covinsky, County Counselor

Address: 415 E 12th Street, 2nd Floor
Kansas City, MO 64106

Attest: [Signature]
Mary Jo Spino, Clerk of the County Legislature

RECIPIENT, HARVESTERS COMMUNITY FOOD NETWORK

I certify under the penalties of perjury set forth in Section 575.040, RSMo., that I have read the above Agreement and my statements contained herein are true and correct to the best of my knowledge.

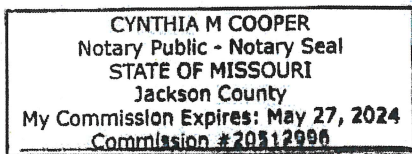
By: [Signature] Date: 10-26-2022

Name: Robin Polls

Title: CFO

Address: Harvesters Community Food Network
3001 Topping Ave.
Kansas City, MO 64129

Subscribed and sworn to before me this 26 day of October, 2022.




[Signature]
Notary Public

My Commission Expires: 8-16-2024

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$1,000,000.00 which is hereby authorized.

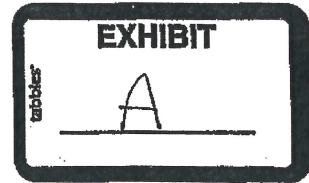
10-5-2022
Date



Director of Finance and Purchasing
Account No. 050-1404-56789

Correction: 050-1526-56789

PC 152622001 000 ML



Harvesters - The Community Food Network
 ARPA Funding
 Proposed Budget for \$1M Award
 Prepared August 30, 2022

ARPA Eligible Food Costs
Projected Through Dec 2022 Proposed Budget

Cereals	\$	79,203.76	
Sauces and Condiments - Pasta Sauce, Jelly, Etc		223,438.82	
Dairy		19,410.02	
Fruits and Vegetables - Fresh, Canned, Frozen		1,435,824.57	
Grains		45,136.99	
Complete Meal, Entrée, Soup		575,288.85	
Meat Fish Poultry		553,377.75	
Mixed and Assorted		54,052.22	
Pasta		55,429.83	
Non-Meat Protein - Beans, Nuts, Etc		227,924.08	
Rice		113,298.82	
Snack Foods		11,481.08	
Grand Total	\$	3,393,866.80	\$ 1,000,000.00

Harvesters projects that we will invest \$3.4M in ARPA-eligible food purchases in Jackson County Missouri by the end of calendar year 2022. All of this food is provided to our extensive network of nonprofit agencies in Jackson County at no cost to the agency.

Harvesters has striven throughout the pandemic to provide a variety of food items to our neighbors in need - fruits, vegetables, meat, rice, soups, etc. We are proposing that this funding from Jackson County be used to support this variety.