

Substitute Bill No. 5070
Requested by: Steve Ehlmann
Sponsored by: Joe Cronin

Ordinance No. 22-039

AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE COMMUNITY AND CHILDREN'S RESOURCE BOARD AND THE DEVELOPMENTAL DISABILITIES RESOURCE BOARD, BOTH OF ST. CHARLES COUNTY, TO ACT AS A SUBRECIPIENT OF AMERICAN RESCUE PLAN ACT FUNDS TO IDENTIFY SERVICES AND SERVICE ISSUES AFFECTING CHILDREN AND/OR PERSONS WITH INTELLECTUAL DISABILTIES

WHEREAS, the St. Charles County Charter, Article III, Section 3.608 provides that the County Executive shall ensure contracts are faithfully performed and cause to be instituted in the name of the County appropriate actions; and

WHEREAS, pursuant to Section 70.220 of the Revised Statutes of Missouri, a political subdivision of the state may contract and cooperate with any other political subdivision or agency of the state for the planning, development, construction, acquisition or operation of any common service; and

WHEREAS, St. Charles County, as a political subdivision of the state of Missouri, has determined that its citizens have need of the services offered by the Community and Children's Resource Board of St. Charles County (hereinafter "CCRB") as a result of the disruption in normal services and human interaction since March of 2020; and

WHEREAS, the 2022 Annual Budget as adopted in Ordinance 21-096, page 416 et seq., Account #7614600-45345, appropriated Four Million Five Hundred Thousand Dollars for non-profit community organizations, including the providers serving the children who are the focus of the CCRB and individuals with disabilities who are the focus of the DDRB; and

WHEREAS, CCRB and DDRB will act as subrecipient of these State and Local Fiscal Recovery Funds and have agreed to use their expertise to oversee a grant process to distribute these funds to eligible projects, such amount being \$4.2 million dollars; and

WHEREAS, the CCRB regularly works with quality providers of children's services and has keen awareness of the needs of children and their families in the St. Charles County community; and

WHEREAS, St. Charles County, as a political subdivision of the state of Missouri, has determined that its citizens have need of the services offered by the Developmental Disabilities Resource Board of St. Charles County (hereinafter "DDRB") as a result of the disruption in normal services and human interaction since March of 2020; and

WHEREAS, the DDRB regularly works with quality providers of services for people with intellectual disabilities and has keen awareness of the needs of children and adults with intellectual disabilities and their families in the St. Charles County community; and

WHEREAS, the CCRB and the DDRB have a unique perspective to determine the best use of funds to address the needs of persons with intellectual disabilities and children

affected by decreased services or increased operating costs to the community providers who deliver services, who provide educational programs and services, and who develop programs; and

WHEREAS, the CCRB has determined that this cooperative relationship is within its mission; and

WHEREAS, the DDRB has likewise determined that this cooperative relationship is within its mission.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive is hereby authorized to execute an agreement with the Community and Children's Resource Board of St. Charles County as a Subrecipient of ARPA funds for the purposes set forth in the Agreement, attached hereto as **EXHIBIT A**.

Section 2. The agreement shall be substantially the same in form and content as that attached hereto as **EXHIBIT A** and incorporated herein. The County Counselor shall approve the form of the Agreement.

Section 3. Compliance with all terms of the agreement shall be the responsibility of the St. Charles County Executive.

Section 4. The County Executive is hereby authorized to execute an agreement with the Developmental Disabilities Resource Board of St. Charles County as a Subrecipient of ARPA funds for the purposes set forth in the Agreement, attached hereto as **EXHIBIT B**.

- Section 5. The agreement shall be substantially the same in form and content as that attached hereto as **EXHIBIT B** and incorporated herein. The County Counselor shall approve the form of the Agreement.
- Section 6. Compliance with all terms of the agreement shall be the responsibility of the St. Charles County Executive.
- Section 7. This ordinance shall be in full force and effect from and after the date of its passage and approval and such agreements shall be valid upon approval of the respective governing body entering into such agreement as required by Chapter 70 of the Revised Statutes of the State of Missouri.

June 13, 2022
DATE PASSED

June 23, 2023
DATE APPROVED BY COUNTY EXECUTIVE

Henry Shmeidan
CHAIR OF THE COUNCIL

St. Ell
COUNTY EXECUTIVE

ATTEST:

Paul Hurd
COUNTY REGISTRAR

EXHIBIT A

AGREEMENT BETWEEN ST. CHARLES COUNTY, MISSOURI AND COMMUNITY AND CHILDREN'S RESOURCE BOARD OF ST. CHARLES COUNTY REGARDING TRANSFER OF CORONAVIRUS STATE AND LOCAL FISCAL RELIEF FUNDS TO SPECIAL UNIT OF LOCAL GOVERNMENT

THIS AGREEMENT, made this the _____ day of _____, 2022, by and between the ST. CHARLES COUNTY, MISSOURI, (hereinafter called "COUNTY"), and COMMUNITY AND CHILDREN'S RESOURCE BOARD OF ST. CHARLES COUNTY, (hereinafter called "SUBRECIPIENT").

WITNESSETH:

1. Purpose of Agreement

On March 11, 2021, the American Rescue Plan Act (hereinafter "ARPA") was signed into law, establishing the Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") which is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19. SLFRF funds may be used to combat the impacts of COVID-19, including, but not limited to, providing services to address health, housing, education, and child development disparities. COUNTY was awarded funding from the SLFRF, and this transfer of SLFRF funds is intended to be awarded by the SUBRECIPIENT to BENEFICIARY NONPROFITS serving persons impacted by the COVID-19 to counter the negative effect of such. All BENEFICIARY NONPROFITS receiving funds through the award process established by the SUBRECIPIENT shall be required to use such funds in accordance with the purposes set forth in ARPA.

Pursuant to Section 603(c)(3) of the Social Security Act, the COUNTY has the authority to transfer funds to SUBRECIPIENT, as a special purpose unit of state or local government, provided that SUBRECIPIENT abides by and ensures that the BENEFICIARY NONPROFITS abide by the restrictions on use of such funds under ARPA and other applicable law, regulations, and program guidance. Accordingly, the COUNTY has the authority to provide funds to SUBRECIPIENT and has agreed to make public funds available to SUBRECIPIENT up to the amount of two million one hundred thousand dollars and zero cents (\$2,100,000.00) in order that (1) SUBRECIPIENT may award such funds to BENEFICIARY NONPROFITS who will render services to citizens of COUNTY regardless of race, ethnicity, gender, religion, or familial status and (2) SUBRECIPIENT may utilize up to 3% of these funds for administrative costs relating to the use and award of the funds, including

costs for management, oversight, and compliance, provided that such use is in accordance with applicable law, regulations, and program guidance, and the costs are reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405.

The SUBRECIPIENT agrees to enter into an agreement with each BENEFCIARY NONPROFIT such that the BENEFCIARY NONPROFIT agrees to use said funds in accordance with the restrictions on use of such funds under ARPA and other applicable law, regulations, and program guidance and the provisions of this Agreement, and requiring the BENEFCIARY NONPROFIT to abide by the restrictions on the use of such under ARPA and other applicable law, regulations, and program guidance.

2. Certification of Use of Funds

2.1 All Funds awarded by the SUBRECIPIENT to the BENEFCIARY NONPROFITS shall be used exclusively for the purposes as set forth in ARPA as it pertains to the SLFRF, including 42 U.S.C. §§ 602 and 603, and in accordance with the Final Rule issued regarding the SLFRF (31 CFR 35), all of which are incorporated herein by reference.

2.2 SUBRECIPIENT shall require each BENEFCIARY NONPROFIT to enter into an agreement with SUBRECIPIENT which certifies to the SUBRECIPIENT and COUNTY as follows:

- a. All expenditures adhere to applicable laws, rules, and, official federal guidance regarding proper expenditures under ARPA and the SLFRF;
- b. BENEFCIARY NONPROFIT has not documented any expenditure under its Agreement with SUBRECIPIENT for which BENEFCIARY NONPROFIT received any other emergency COVID-19 supplemental funding for the same expense.
- c. BENEFCIARY NONPROFIT shall return to County any expenditure that is later found to not adhere to applicable federal restrictions.
- d. BENEFCIARY NONPROFIT will retain all records relating to the use and accounting of ARPA and shall cooperate with SUBRECIPIENT and COUNTY on any required monitoring activities relating to ARPA funds provided to BENEFCIARY NONPROFIT.
- e. BENEFCIARY NONPROFIT acknowledges that it has provided representations and information to SUBRECIPIENT regarding the

nonprofit status of BENEFCIARY NONPROFIT and the BENEFCIARY NONPROFIT'S plans for use of the ARPA funds, and that SUBRECIPIENT has relied upon such representations and information in its determination that funds provided to BENEFCIARY NONPROFIT are for an eligible use under ARPA and other applicable law, regulations, and program guidance. In the event that such representations and information provided by BENEFCIARY NONPROFIT are inaccurate, SUBRECIPIENT may take corrective action as it deems necessary, including, but not limited to, recoupment of any funds provided to BENEFCIARY NONPROFIT.

- f. The person signing the final certification has authority to do so on behalf of and for BENEFCIARY NONPROFIT.

3. Term of Agreement

The term of this Agreement shall commence from the date of on which the Agreement is signed by all of the parties and shall continue through December 31, 2024. In the event that any Work, Service, Object, or value, contemplated within the Scope of Work of the Agreement, was provided by the BENEFCIARY NONPROFIT with the SUBRECIPIENT's consent, prior to the execution of this Agreement, then the terms of this Agreement shall also govern all aspects of provision of that Work, Service, Object, or value, unless such provision was governed by a previously written, valid, and executed Agreement between the Parties. All funds provided in accordance with this Agreement must be expended by SUBRECIPIENT by December 31, 2024. Any remaining funds shall be returned to COUNTY within thirty (30) days of the expiration or termination of this Agreement.

4. Termination of Agreement

4.1 Termination without Cause: Either party shall have the right to terminate this Agreement at any time and without cause upon thirty (30) days' written notice to the other party. Upon receipt of Notice of Termination without Cause from the COUNTY, the SUBRECIPIENT shall immediately notify the BENEFCIARY NONPROFITS to discontinue all services directed (unless the Notice directs a date specific for services to terminate). As soon as practicable after receipt of a written Notice of Termination without Cause, the SUBRECIPIENT shall submit a statement to the COUNTY showing in detail the funds expended under this Agreement through the date of termination.

4.2 Termination for Cause: Either party shall have the right to terminate this Agreement because of the failure of the other party to fulfill its obligations under the Agreement by giving written notice to the other party. The Notice of Termination shall specify the nature, extent, and effective date of the termination. Upon receipt of Notice of Termination with Cause from the COUNTY, the SUBRECIPIENT shall immediately discontinue all services directed (unless the Notice directs a date specific for services to terminate). As soon as practicable after receipt of a written Notice of Termination with Cause, the SUBRECIPIENT shall submit a statement to the COUNTY showing in detail the funds expended under this Agreement through the date of termination and return any funds not expended back to COUNTY.

4.3 For all contracts in excess of \$10,000, this clause extends to all third-party contractors, and their contracts at every tier, and beneficiaries and their subcontracts at every tier, as referenced in 2 C.F.R. § 200.339 and 2 C.F.R. Part 200, Appendix II (B).

5. Performance Reports; Audit

5.1 Throughout the term of this Agreement, the SUBRECIPIENT shall track its performance in achieving the public purpose set forth in Paragraph 1 above consistent with the restrictions on use of such funds under ARPA and other applicable law, regulations, and program guidance. In addition, the SUBRECIPIENT shall cause its BENEFICIARY NONPROFITS to complete a Goals and Objectives Evaluation Form as a part of their contract between SUBRECIPIENT and BENEFICIARY NONPROFIT. The Evaluation Form shall be submitted at the same time as the annual audit is due as set forth herein.

5.2 The SUBRECIPIENT shall require each BENEFICIARY NONPROFIT to have an audit performed for the fiscal year in which funds are received by it pursuant to the provisions of this Agreement and shall file a copy of the audit report with the COUNTY. The audit must be conducted by a Certified Public Account (CPA) in accordance with accounting professional standards established by the American Institute of Certificate Public Accounts (AICPA). The audit shall be submitted to the COUNTY within one hundred eighty (180) days of the end of the agency's fiscal year. In conjunction with the audit, the SUBRECIPIENT must provide a written report that states how the SUBRECIPIENT has addressed any and all audit findings related to the use of funds and that the findings have been resolved.

5.3 The SUBRECIPIENT agrees to establish and maintain fiscal control and accounting procedures which assure the proper accounting of all funds paid by

the COUNTY to the SUBRECIPIENT. The SUBRECIPIENT agrees that all records with respect to all matters covered by this agreement shall be maintained for seven (7) years after the date all funds have been expended or returned to Treasury.

5.4 The SUBRECIPIENT agrees to permit, and require its subcontractors to permit, any authorized oversight body, to inspect all work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the SUBRECIPIENT and its subcontractors pertaining to the use of funds made available under this Agreement, as required by 49 USC 5325(g) and 2 CFR 200.336.

5.5 The SUBRECIPIENT agrees to provide within a reasonable time all financial information or reports which may be reasonably requested by the COUNTY concerning the use of funds made available under the provisions of this Agreement.

6. Compliance With Applicable Laws

6.1 The SUBRECIPIENT agrees that in carrying out activities of any kind funded with the moneys made available under the provisions of this Agreement, it shall comply with all applicable local, state and federal laws and regulations. SUBRECIPIENT further agrees to require all BENEFICIARY NONPROFITS to comply with all applicable local, state and federal laws and regulations.

6.2 Prior to the receipt of any funds under this Agreement, the SUBRECIPIENT shall report any potential conflict of interest transactions to the COUNTY.

6.3 The SUBRECIPIENT agrees to make its records and minutes pertaining to this Agreement available for public inspection, in accordance with and subject to the Missouri Sunshine Law (Chapter 610, RSMo.). Any documents received by the COUNTY from the SUBRECIPIENT in connection with this Agreement may be subject to the Missouri Sunshine Law.

6.4 The SUBRECIPIENT will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls.

6.5 Exhibit B must be completed pursuant to the requirements in 2 CFR 200.332(a). SUBRECIPIENT agrees to provide COUNTY with all required

information necessary for COUNTY to complete Exhibit B in accordance with the requirements in 2 CFR 200.332(a).

6.6 All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of Missouri. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, the Federal provisions in Exhibit A shall take precedence. Otherwise, the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

7. Breach of Agreement

In the event that review of the SUBRECIPIENT'S performance shows non-conformance to any of the terms or conditions contained herein, the SUBRECIPIENT shall be in breach of this agreement, and the COUNTY may take corrective action as it deems necessary, including, but not limited to, withholding or reduction of any funds not yet provided to the SUBRECIPIENT. In addition, COUNTY shall be entitled to repayment and recoupment of any funds provided to SUBRECIPIENT not yet expended at the time of breach in accordance with the provisions of this Agreement. Furthermore, COUNTY shall be entitled to repayment and recoupment of any funds which COUNTY provided to SUBRECIPIENT and which SUBRECIPIENT has or will have recouped from BENEFICIARY NONPROFITS.

8. Release and Indemnity

Only to the extent permitted under Missouri law, SUBRECIPIENT agrees to hold harmless, defend, and indemnify COUNTY, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of SUBRECIPIENT services (meaning anyone, including but not limited to consultants having a contract with SUBRECIPIENT or subcontractors for part of the services), or anyone directly or indirectly employed by SUBRECIPIENT, or of anyone for whose acts on behalf of the SUBRECIPIENT may be liable in connection with providing these services. This provision does not, however, require SUBRECIPIENT to indemnify, hold harmless, or defend the COUNTY from its own negligence.

9. General Provisions

9.1 Independent Contractor

It is mutually agreed that the SUBRECIPIENT is an independent contractor and not an agent of the COUNTY, and as such the SUBRECIPIENT and its personnel shall not be entitled to any COUNTY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9.2. Conflict of Interest

No employee, officer, board member, or agent of the COUNTY or the SUBRECIPIENT shall participate in the selection, award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

9.3. Non-Waiver of Rights

It is agreed that either party's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

9.4. Assignment of Agreement

It is mutually agreed by the parties hereto that this Agreement is not transferable by either party without the express written consent of the other party to this Agreement, signed by an individual with authority to execute this Agreement.

9.5. Entire Agreement

This Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon this agreement that are not set forth herein.

9.6. Binding Effect

Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

9.7. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the Agreement.

9.8. Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend, or limit the scope of intent of the Agreement.

9.9. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

9.10. Amendments

The COUNTY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the COUNTY. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Agreement.

The COUNTY may, at its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Services, or schedule of activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both the COUNTY and SUBRECIPIENT.

9.11. No Presumption

None of the Parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein.

9.12. Notice

All communications relating to this Agreement shall be through the parties' representatives. The parties may change representatives by written notice as provided herein. All notices under this Agreement must be in writing and given by certified mail, return receipt requested addressed as follows:

If to COUNTY: St. Charles County, Missouri
 ATTN: Finance Department
 201 N. Second St., Suite 541
 St. Charles, MO 63301

with a copy to:

St. Charles County, Missouri
ATTN: County Counselor
100 N. Third St., Suite 216
St. Charles, MO 63301

If to SUBRECIPIENT: Community & Children's Resource Board
 2440 Executive Drive, Suite 214
 St. Charles, MO 63303

9.13. Time

Time is of the essence in this Agreement and each and all of its provisions.

9.14. Counterparts

This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

9.15. Immunity Not Waived

This Agreement is governmental in nature, for the benefit of the public, and is not intended to be for private profit or gain. Nothing contained herein, and none of the provisions of this Agreement shall be construed as a waiver of sovereign immunity. No party intends to waive its sovereign immunity by reason of this Agreement.

9.16. Non-Appropriation

In the event no COUNTY funds or insufficient COUNTY funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then the COUNTY will immediately notify the SUBRECIPIENT of such occurrence and this Agreement shall create no further obligation of the COUNTY as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the COUNTY of any kind whatsoever.

9.17. Liability of Officers and Agents

No officer, agent or employee of the COUNTY or its governing body, including but not limited to the County Council, County Executive, and any elected and appointed officials, shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

9.18. Authority to Act

Each of the persons executing this Agreement on behalf of SUBRECIPIENT does hereby covenant, warrant, and represent that the SUBRECIPIENT is a duly organized and validly existing legal entity authorized to transact business within the State of Missouri, that the SUBRECIPIENT has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the SUBRECIPIENT were authorized to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above mentioned.

ST. CHARLES COUNTY, MISSOURI

By: _____

Title: _____

Date: _____

ATTEST:

County Registrar

APPROVED AS TO FORM:

County Counselor

CERTIFICATE OF DIRECTOR OF FINANCE

I certify pursuant to § 50.660 RSMo., as amended, 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 to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Tracy Bayne, Acting Director of Finance

COMMUNITY AND CHILDREN'S RESOURCE BOARD
OF ST. CHARLES COUNTY

By: _____

Title: _____

Date: _____

ATTEST: _____

By: _____

Title: _____

EXHIBIT A

Additional Federal Provisions

1. Applicability

The obligations to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. The SUBRECIPIENT is responsible for complying with all applicable provisions.

To the extent applicable, the Federal requirements are deemed incorporated into this Agreement by reference and shall be incorporated into any subcontract executed by the SUBRECIPIENT pursuant to its obligations under this Agreement. The SUBRECIPIENT and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable provisions of Federal, State, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the obligations to be performed under this Agreement. Anything to the contrary herein notwithstanding, all Federal awarding agency-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The SUBRECIPIENT shall not perform any act, fail to perform any act, or refuse to comply with any COUNTY requests, which would cause the COUNTY to be in violation of the Federal awarding agency's terms and conditions.

2. Civil Rights Requirements

The COUNTY is an Equal Opportunity Employer. As such, the COUNTY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the COUNTY agrees to comply with the requirements of 49 U.S.C. 5323(h)(3) by not using any Federal assistance to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the SUBRECIPIENT shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(a) Nondiscrimination: In accordance with 41 CFR 60-1.4, the SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), disability, or age. In addition, the SUBRECIPIENT agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal awarding agency may issue.

(b) Race, Color, Creed, National Origin, Sex: In accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 20 U.S.C. 794; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 C.F.R. part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR 23, the SUBRECIPIENT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Federal contracts and subcontractors are required to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) Age: In accordance with §4 of the Age Discrimination in Employment Act of 1967, as amended, and 29 U.S.C. §623, the SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the Federal awarding agency may issue.

(d) **Disabilities:** In accordance with §102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the SUBRECIPIENT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR part 1630, pertaining to employment of persons with disabilities. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the Federal awarding agency may issue.

(e) **Inclusion in Subcontracts:** The SUBRECIPIENT also agrees to include the requirements of this Article in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

3. Government Wide Debarment and Suspension

This Agreement is a covered transaction for purposes of 2 CFR Part 1200.220, and 2 CFR Part 180.200, which replaces the requirements and guidelines of the previously controlling 49 CFR Part 29. As such, the SUBRECIPIENT is required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>), and the SUBRECIPIENT is required to verify that neither it, nor its principals (as defined at 2 CFR 180.995) or affiliates (as defined at 2 CFR 180.905) is excluded (as defined at 2 CFR 180.940) or disqualified (as defined at 2 CFR 180.935).

4. Byrd Anti-Lobbying Amendment.

The SUBRECIPIENT agrees to comply with the provisions of Title 31, U.S.C. 1352, the Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The SUBRECIPIENT and all subcontractors shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the COUNTY.

5. Program Fraud and False or Fraudulent Statements or Related Acts.

The SUBRECIPIENT acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the SUBRECIPIENT's actions pertaining to this Agreement.

6. No Federal Government Obligations to Third Parties.

The COUNTY and SUBRECIPIENT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the COUNTY, the SUBRECIPIENT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

7. Uniform Administrative Requirements.

The SUBRECIPIENT shall comply with all applicable parts 2 C.F.R. part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Subpart B—General Provisions, Subpart C—Pre-Federal Award Requirements and Contents of Federal Awards, Subpart D—Post Federal Award Requirements, Subpart E—Cost Principles, and Subpart F—Audit Requirements.

8. Domestic Preference Clause

As appropriate and to the extent consistent with law, the SUBRECIPIENT should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. Drug Free Workplace—2 CFR 182

The Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. SUBRECIPIENT agrees that it will provide a drug-free workplace. SUBRECIPIENT further agrees that it will comply with the requirement to notify COUNTY if an employee who is engaged in the performance of the award informs SUBRECIPIENT of a conviction for violating a criminal drug statute or SUBRECIPIENT otherwise learns of the conviction.. Failure to comply with these requirements may be cause for debarment.

10.Terrorism Financing Requirements

SUBRECIPIENT acknowledges that 31 C.F.R. 598 (Federal Narcotics Kingpin Sanctions Regulations) applies to the SUBRECIPIENT's actions pertaining to this Agreement.

11.Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment – 2 C.F.R. 200.216

SUBRECIPIENT is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned

or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT B

Exhibit B must be completed pursuant to the requirements in 2 CFR 200.332(a). If any of the information required by 2 CFR 200.332(a) is not available, pass-through entities must provide the best information that is available to describe the Federal award and subaward.

Section I. [Title and Description of Subaward including whether the Subaward is for Research and Development]

Section II. Federal Requirements.

A. Federal Award Identification.

1. Subrecipient name--which must match registered name in the System for Award Management (SAM). If the subrecipient is not yet registered in SAM, then information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. The subrecipient's "unique entity identifier" in SAM. The unique entity identifier currently is the subrecipient's Data Universal Numbering System (DUNS) number. DUNS numbers may be obtained without charge at <http://fedgov.dnb.com/webform>.

3. Federal Award Identification Number (FAIN)

4. Federal Award Date.

5. Subaward Period of Performance Start and End Date;

6. Amount of Funds Obligated under the initial subaward. Subsequent funding actions may be documented by amendments to the subaward.

7. Total or cumulative amount of Funds Obligated to the subrecipient under the initial subaward plus any subsequent funded amendments. These amounts may be documented in sequential amendments to the subaward.

8. Total Amount of the funds committed to the subrecipient by the pass-through entity. This is typically the "ceiling" amount for the subaward that may not be exceeded in funded amendments.

9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).

10. Information identifying the Federal awarding agency, your organization as the pass-through entity, and contact information for your awarding official for the subaward.

11. Assistance Listing Number and Name for each ARP award used to support the subaward. Note the Uniform Grant Guidance requires at 2 CFR 200.332(a)(1)(xii) that the Pass-through entities identify the dollar amount under each Federal award and the CFDA number at the time of disbursement

of Federal funds to the subrecipient so it is important for pass-through entities to maintain accounting records to meet this requirement.

12. Indirect cost rate for the pass-through entity's Federal award. Subrecipient's Indirect Cost Rate is not applicable to this subrecipient agreement. Use of funds for direct administrative costs shall require receipt of appropriate documentation of said costs.

EXHIBIT B

AGREEMENT BETWEEN ST. CHARLES COUNTY, MISSOURI AND DEVELOPMENTAL DISABILITIES RESOURCE BOARD OF ST. CHARLES COUNTY REGARDING TRANSFER OF CORONAVIRUS STATE AND LOCAL FISCAL RELIEF FUNDS TO SPECIAL UNIT OF LOCAL GOVERNMENT

THIS AGREEMENT, made this the _____ day of _____, 2022, by and between the ST. CHARLES COUNTY, MISSOURI, (hereinafter called “COUNTY”), and DEVELOPMENTAL DISABILITIES RESOURCE BOARD OF ST. CHARLES COUNTY, (hereinafter called “SUBRECIPIENT”).

WITNESSETH:

1. Purpose of Agreement

On March 11, 2021, the American Rescue Plan Act (hereinafter “ARPA”) was signed into law, establishing the Coronavirus State and Local Fiscal Recovery Funds (hereinafter “SLFRF”) which is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19. SLFRF funds may be used to combat the impacts of COVID-19, including, but not limited to, providing services to address health, housing, education, and child development disparities. COUNTY was awarded funding from the SLFRF, and this transfer of SLFRF funds is intended to be awarded by the SUBRECIPIENT to BENEFICIARY NONPROFITS serving persons impacted by the COVID-19 to counter the negative effect of such. All BENEFICIARY NONPROFITS receiving funds through the award process established by the SUBRECIPIENT shall be required to use such funds in accordance with the purposes set forth in ARPA.

Pursuant to Section 603(c)(3) of the Social Security Act, the COUNTY has the authority to transfer funds to SUBRECIPIENT, as a special purpose unit of state or local government, provided that SUBRECIPIENT abides by and ensures that the BENEFICIARY NONPROFITS abide by the restrictions on use of such funds under ARPA and other applicable law, regulations, and program guidance. Accordingly, the COUNTY has the authority to provide funds to SUBRECIPIENT and has agreed to make public funds available to SUBRECIPIENT up to the amount of two million one hundred thousand dollars and zero cents (\$2,100,000.00) in order that (1) SUBRECIPIENT may award such funds to BENEFICIARY NONPROFITS who will render services to citizens of COUNTY regardless of race, ethnicity, gender, religion, or familial status and (2) SUBRECIPIENT may utilize up to 3% of these funds for administrative costs relating to the use and award of the funds, including

costs for management, oversight, and compliance, provided that such use is in accordance with applicable law, regulations, and program guidance, and the costs are reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405.

The SUBRECIPIENT agrees to enter into an agreement with each BENEFCIARY NONPROFIT such that the BENEFCIARY NONPROFIT agrees to use said funds in accordance with the restrictions on use of such funds under ARPA and other applicable law, regulations, and program guidance and the provisions of this Agreement, and requiring the BENEFCIARY NONPROFIT to abide by the restrictions on the use of such under ARPA and other applicable law, regulations, and program guidance.

2. Certification of Use of Funds

2.1 All Funds awarded by the SUBRECIPIENT to the BENEFCIARY NONPROFITS shall be used exclusively for the purposes as set forth in ARPA as it pertains to the SLFRF, including 42 U.S.C. §§ 602 and 603, and in accordance with the Final Rule issued regarding the SLFRF (31 CFR 35), all of which are incorporated herein by reference.

2.2 SUBRECIPIENT shall require each BENEFCIARY NONPROFIT to enter into an agreement with SUBRECIPIENT which certifies to the SUBRECIPIENT and COUNTY as follows:

- a. All expenditures adhere to applicable laws, rules, and, official federal guidance regarding proper expenditures under ARPA and the SLFRF;
- b. BENEFCIARY NONPROFIT has not documented any expenditure under its Agreement with SUBRECIPIENT for which BENEFCIARY NONPROFIT received any other emergency COVID-19 supplemental funding for the same expense.
- c. BENEFCIARY NONPROFIT shall return to County any expenditure that is later found to not adhere to applicable federal restrictions.
- d. BENEFCIARY NONPROFIT will retain all records relating to the use and accounting of ARPA and shall cooperate with SUBRECIPIENT and COUNTY on any required monitoring activities relating to ARPA funds provided to BENEFCIARY NONPROFIT.
- e. BENEFCIARY NONPROFIT acknowledges that it has provided representations and information to SUBRECIPIENT regarding the

nonprofit status of BENEFICIARY NONPROFIT and the BENEFICIARY NONPROFIT'S plans for use of the ARPA funds, and that SUBRECIPIENT has relied upon such representations and information in its determination that funds provided to BENEFICIARY NONPROFIT are for an eligible use under ARPA and other applicable law, regulations, and program guidance. In the event that such representations and information provided by BENEFICIARY NONPROFIT are inaccurate, SUBRECIPIENT may take corrective action as it deems necessary, including, but not limited to, recoupment of any funds provided to BENEFICIARY NONPROFIT.

- f. The person signing the final certification has authority to do so on behalf of and for BENEFICIARY NONPROFIT.

3. Term of Agreement

The term of this Agreement shall commence from the date of on which the Agreement is signed by all of the parties and shall continue through December 31, 2024. In the event that any Work, Service, Object, or value, contemplated within the Scope of Work of the Agreement, was provided by the BENEFICIARY NONPROFIT with the SUBRECIPIENT's consent, prior to the execution of this Agreement, then the terms of this Agreement shall also govern all aspects of provision of that Work, Service, Object, or value, unless such provision was governed by a previously written, valid, and executed Agreement between the Parties. All funds provided in accordance with this Agreement must be expended by SUBRECIPIENT by December 31, 2024. Any remaining funds shall be returned to COUNTY within thirty (30) days of the expiration or termination of this Agreement.

4. Termination of Agreement

4.1 Termination without Cause: Either party shall have the right to terminate this Agreement at any time and without cause upon thirty (30) days' written notice to the other party. Upon receipt of Notice of Termination without Cause from the COUNTY, the SUBRECIPIENT shall immediately notify the BENEFICIARY NONPROFITS to discontinue all services directed (unless the Notice directs a date specific for services to terminate). As soon as practicable after receipt of a written Notice of Termination without Cause, the SUBRECIPIENT shall submit a statement to the COUNTY showing in detail the funds expended under this Agreement through the date of termination.

4.2 Termination for Cause: Either party shall have the right to terminate this Agreement because of the failure of the other party to fulfill its obligations under the Agreement by giving written notice to the other party. The Notice of Termination shall specify the nature, extent, and effective date of the termination. Upon receipt of Notice of Termination with Cause from the COUNTY, the SUBRECIPIENT shall immediately discontinue all services directed (unless the Notice directs a date specific for services to terminate). As soon as practicable after receipt of a written Notice of Termination with Cause, the SUBRECIPIENT shall submit a statement to the COUNTY showing in detail the funds expended under this Agreement through the date of termination and return any funds not expended back to COUNTY.

4.3 For all contracts in excess of \$10,000, this clause extends to all third-party contractors, and their contracts at every tier, and beneficiaries and their subcontracts at every tier, as referenced in 2 C.F.R. § 200.339 and 2 C.F.R. Part 200, Appendix II (B).

5. Performance Reports; Audit

5.1 Throughout the term of this Agreement, the SUBRECIPIENT shall track its performance in achieving the public purpose set forth in Paragraph 1 above consistent with the restrictions on use of such funds under ARPA and other applicable law, regulations, and program guidance. In addition, the SUBRECIPIENT shall cause its BENEFCIARY NONPROFITS to complete a Goals and Objectives Evaluation Form as a part of their contract between SUBRECIPIENT and BENEFCIARY NONPROFIT. The Evaluation Form shall be submitted at the same time as the annual audit is due as set forth herein.

5.2 The SUBRECIPIENT shall require each BENEFCIARY NONPROFIT to have an audit performed for the fiscal year in which funds are received by it pursuant to the provisions of this Agreement and shall file a copy of the audit report with the COUNTY. The audit must be conducted by a Certified Public Account (CPA) in accordance with accounting professional standards established by the American Institute of Certificate Public Accounts (AICPA). The audit shall be submitted to the COUNTY within one hundred eighty (180) days of the end of the agency's fiscal year. In conjunction with the audit, the SUBRECIPIENT must provide a written report that states how the SUBRECIPIENT has addressed any and all audit findings related to the use of funds and that the findings have been resolved.

5.3 The SUBRECIPIENT agrees to establish and maintain fiscal control and accounting procedures which assure the proper accounting of all funds paid by

the COUNTY to the SUBRECIPIENT. The SUBRECIPIENT agrees that all records with respect to all matters covered by this agreement shall be maintained for seven (7) years after the date all funds have been expended or returned to Treasury.

5.4 The SUBRECIPIENT agrees to permit, and require its subcontractors to permit, any authorized oversight body, to inspect all work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the SUBRECIPIENT and its subcontractors pertaining to the use of funds made available under this Agreement, as required by 49 USC 5325(g) and 2 CFR 200.336.

5.5 The SUBRECIPIENT agrees to provide within a reasonable time all financial information or reports which may be reasonably requested by the COUNTY concerning the use of funds made available under the provisions of this Agreement.

6. Compliance With Applicable Laws

6.1 The SUBRECIPIENT agrees that in carrying out activities of any kind funded with the moneys made available under the provisions of this Agreement, it shall comply with all applicable local, state and federal laws and regulations. SUBRECIPIENT further agrees to require all BENEFICIARY NONPROFITS to comply with all applicable local, state and federal laws and regulations.

6.2 Prior to the receipt of any funds under this Agreement, the SUBRECIPIENT shall report any potential conflict of interest transactions to the COUNTY.

6.3 The SUBRECIPIENT agrees to make its records and minutes pertaining to this Agreement available for public inspection, in accordance with and subject to the Missouri Sunshine Law (Chapter 610, RSMo.). Any documents received by the COUNTY from the SUBRECIPIENT in connection with this Agreement may be subject to the Missouri Sunshine Law.

6.4 The SUBRECIPIENT will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls.

6.5 Exhibit B must be completed pursuant to the requirements in 2 CFR 200.332(a). SUBRECIPIENT agrees to provide COUNTY with all required

information necessary for COUNTY to complete Exhibit B in accordance with the requirements in 2 CFR 200.332(a).

6.6 All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of Missouri. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, the Federal provisions in Exhibit A shall take precedence. Otherwise, the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

7. Breach of Agreement

In the event that review of the SUBRECIPIENT'S performance shows non-conformance to any of the terms or conditions contained herein, the SUBRECIPIENT shall be in breach of this agreement, and the COUNTY may take corrective action as it deems necessary, including, but not limited to, withholding or reduction of any funds not yet provided to the SUBRECIPIENT. In addition, COUNTY shall be entitled to repayment and recoupment of any funds provided to SUBRECIPIENT not yet expended at the time of breach in accordance with the provisions of this Agreement. Furthermore, COUNTY shall be entitled to repayment and recoupment of any funds which COUNTY provided to SUBRECIPIENT and which SUBRECIPIENT has or will have recouped from BENEFICIARY NONPROFITS.

8. Release and Indemnity

Only to the extent permitted under Missouri law, SUBRECIPIENT agrees to hold harmless, defend, and indemnify COUNTY, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of SUBRECIPIENT services (meaning anyone, including but not limited to consultants having a contract with SUBRECIPIENT or subcontractors for part of the services), or anyone directly or indirectly employed by SUBRECIPIENT, or of anyone for whose acts on behalf of the SUBRECIPIENT may be liable in connection with providing these services. This provision does not, however, require SUBRECIPIENT to indemnify, hold harmless, or defend the COUNTY from its own negligence.

9. General Provisions

9.1 Independent Contractor

It is mutually agreed that the SUBRECIPIENT is an independent contractor and not an agent of the COUNTY, and as such the SUBRECIPIENT and its personnel shall not be entitled to any COUNTY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9.2. Conflict of Interest

No employee, officer, board member, or agent of the COUNTY or the SUBRECIPIENT shall participate in the selection, award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

9.3. Non-Waiver of Rights

It is agreed that either party's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

9.4. Assignment of Agreement

It is mutually agreed by the parties hereto that this Agreement is not transferable by either party without the express written consent of the other party to this Agreement, signed by an individual with authority to execute this Agreement.

9.5. Entire Agreement

This Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon this agreement that are not set forth herein.

9.6. Binding Effect

Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

9.7. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the Agreement.

9.8. Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend, or limit the scope of intent of the Agreement.

9.9. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

9.10. Amendments

The COUNTY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the COUNTY. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Agreement.

The COUNTY may, at its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Services, or schedule of activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both the COUNTY and SUBRECIPIENT.

9.11. No Presumption

None of the Parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein.

9.12. Notice

All communications relating to this Agreement shall be through the parties' representatives. The parties may change representatives by written notice as provided herein. All notices under this Agreement must be in writing and given by certified mail, return receipt requested addressed as follows:

If to COUNTY: St. Charles County, Missouri
 ATTN: Finance Department
 201 N. Second St., Suite 541
 St. Charles, MO 63301

with a copy to:

St. Charles County, Missouri
ATTN: County Counselor
100 N. Third St., Suite 216
St. Charles, MO 63301

If to SUBRECIPIENT: Developmental Disabilities Resource Board
 of St. Charles County
 1025 Country Club Rd.
 St. Charles, MO 63303

9.13. Time

Time is of the essence in this Agreement and each and all of its provisions.

9.14. Counterparts

This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

9.15. Immunity Not Waived

This Agreement is governmental in nature, for the benefit of the public, and is not intended to be for private profit or gain. Nothing contained herein, and none of the provisions of this Agreement shall be construed as a waiver of sovereign immunity. No party intends to waive its sovereign immunity by reason of this Agreement.

9.16. Non-Appropriation

In the event no COUNTY funds or insufficient COUNTY funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then the COUNTY will immediately notify the SUBRECIPIENT of such occurrence and this Agreement shall create no further obligation of the COUNTY as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the COUNTY of any kind whatsoever.

9.17. Liability of Officers and Agents

No officer, agent or employee of the COUNTY or its governing body, including but not limited to the County Council, County Executive, and any elected and appointed officials, shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

9.18. Authority to Act

Each of the persons executing this Agreement on behalf of SUBRECIPIENT does hereby covenant, warrant, and represent that the SUBRECIPIENT is a duly organized and validly existing legal entity authorized to transact business within the State of Missouri, that the SUBRECIPIENT has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the SUBRECIPIENT were authorized to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above mentioned.

ST. CHARLES COUNTY, MISSOURI

By: _____

Title: _____

Date: _____

ATTEST:

County Registrar

APPROVED AS TO FORM:

County Counselor

CERTIFICATE OF DIRECTOR OF FINANCE

I certify pursuant to § 50.660 RSMo., as amended, 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 to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Tracy Bayne, Acting Director of Finance

DEVELOPMENTAL DISABILITIES RESOURCE BOARD
OF ST. CHARLES COUNTY

By: _____

Title: _____

Date: _____

ATTEST: _____

By: _____

Title: _____

EXHIBIT A

Additional Federal Provisions

1. Applicability

The obligations to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. The SUBRECIPIENT is responsible for complying with all applicable provisions.

To the extent applicable, the Federal requirements are deemed incorporated into this Agreement by reference and shall be incorporated into any subcontract executed by the SUBRECIPIENT pursuant to its obligations under this Agreement. The SUBRECIPIENT and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable provisions of Federal, State, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the obligations to be performed under this Agreement. Anything to the contrary herein notwithstanding, all Federal awarding agency-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The SUBRECIPIENT shall not perform any act, fail to perform any act, or refuse to comply with any COUNTY requests, which would cause the COUNTY to be in violation of the Federal awarding agency's terms and conditions.

2. Civil Rights Requirements

The COUNTY is an Equal Opportunity Employer. As such, the COUNTY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the COUNTY agrees to comply with the requirements of 49 U.S.C. 5323(h)(3) by not using any Federal assistance to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the SUBRECIPIENT shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(a) Nondiscrimination: In accordance with 41 CFR 60-1.4, the SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), disability, or age. In addition, the SUBRECIPIENT agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal awarding agency may issue.

(b) Race, Color, Creed, National Origin, Sex: In accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 20 U.S.C. 794; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 C.F.R. part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR 23, the SUBRECIPIENT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Federal contracts and subcontractors are required to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) Age: In accordance with §4 of the Age Discrimination in Employment Act of 1967, as amended, and 29 U.S.C. §623, the SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the Federal awarding agency may issue.

(d) **Disabilities:** In accordance with §102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the SUBRECIPIENT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR part 1630, pertaining to employment of persons with disabilities. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the Federal awarding agency may issue.

(e) **Inclusion in Subcontracts:** The SUBRECIPIENT also agrees to include the requirements of this Article in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

3. Government Wide Debarment and Suspension

This Agreement is a covered transaction for purposes of 2 CFR Part 1200.220, and 2 CFR Part 180.200, which replaces the requirements and guidelines of the previously controlling 49 CFR Part 29. As such, the SUBRECIPIENT is required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>), and the SUBRECIPIENT is required to verify that neither it, nor its principals (as defined at 2 CFR 180.995) or affiliates (as defined at 2 CFR 180.905) is excluded (as defined at 2 CFR 180.940) or disqualified (as defined at 2 CFR 180.935).

4. Byrd Anti-Lobbying Amendment.

The SUBRECIPIENT agrees to comply with the provisions of Title 31, U.S.C. 1352, the Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The SUBRECIPIENT and all subcontractors shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the COUNTY.

5. Program Fraud and False or Fraudulent Statements or Related Acts.

The SUBRECIPIENT acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the SUBRECIPIENT's actions pertaining to this Agreement.

6. No Federal Government Obligations to Third Parties.

The COUNTY and SUBRECIPIENT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the COUNTY, the SUBRECIPIENT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

7. Uniform Administrative Requirements.

The SUBRECIPIENT shall comply with all applicable parts 2 C.F.R. part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Subpart B—General Provisions, Subpart C—Pre-Federal Award Requirements and Contents of Federal Awards, Subpart D—Post Federal Award Requirements, Subpart E—Cost Principles, and Subpart F—Audit Requirements.

8. Domestic Preference Clause

As appropriate and to the extent consistent with law, the SUBRECIPIENT should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. Drug Free Workplace—2 CFR 182

The Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. SUBRECIPIENT agrees that it will provide a drug-free workplace. SUBRECIPIENT further agrees that it will comply with the requirement to notify COUNTY if an employee who is engaged in the performance of the award informs SUBRECIPIENT of a conviction for violating a criminal drug statute or SUBRECIPIENT otherwise learns of the conviction.. Failure to comply with these requirements may be cause for debarment.

10.Terrorism Financing Requirements

SUBRECIPIENT acknowledges that 31 C.F.R. 598 (Federal Narcotics Kingpin Sanctions Regulations) applies to the SUBRECIPIENT's actions pertaining to this Agreement.

11.Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment – 2 C.F.R. 200.216

SUBRECIPIENT is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned

or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT B

Exhibit B must be completed pursuant to the requirements in 2 CFR 200.332(a). If any of the information required by 2 CFR 200.332(a) is not available, pass-through entities must provide the best information that is available to describe the Federal award and subaward.

Section I. [Title and Description of Subaward including whether the Subaward is for Research and Development]

Section II. Federal Requirements.

A. Federal Award Identification.

1. Subrecipient name--which must match registered name in the System for Award Management (SAM). If the subrecipient is not yet registered in SAM, then information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. The subrecipient's "unique entity identifier" in SAM. The unique entity identifier currently is the subrecipient's Data Universal Numbering System (DUNS) number. DUNS numbers may be obtained without charge at <http://fedgov.dnb.com/webform>.

3. Federal Award Identification Number (FAIN)

4. Federal Award Date.

5. Subaward Period of Performance Start and End Date;

6. Amount of Funds Obligated under the initial subaward. Subsequent funding actions may be documented by amendments to the subaward.

7. Total or cumulative amount of Funds Obligated to the subrecipient under the initial subaward plus any subsequent funded amendments. These amounts may be documented in sequential amendments to the subaward.

8. Total Amount of the funds committed to the subrecipient by the pass-through entity. This is typically the "ceiling" amount for the subaward that may not be exceeded in funded amendments.

9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).

10. Information identifying the Federal awarding agency, your organization as the pass-through entity, and contact information for your awarding official for the subaward.

11. Assistance Listing Number and Name for each ARP award used to support the subaward. Note the Uniform Grant Guidance requires at 2 CFR 200.332(a)(1)(xii) that the Pass-through entities identify the dollar amount under each Federal award and the CFDA number at the time of disbursement

of Federal funds to the subrecipient so it is important for pass-through entities to maintain accounting records to meet this requirement.

12. Indirect cost rate for the pass-through entity's Federal award. Subrecipient's Indirect Cost Rate is not applicable to this subrecipient agreement. Use of funds for direct administrative costs shall require receipt of appropriate documentation of said costs.