



ST. LOUIS
HOUSING
AUTHORITY

BOARD OF COMMISSIONERS

REGULAR MEETING

March 28

2024





TO THE COMMISSIONERS OF THE ST. LOUIS HOUSING AUTHORITY
ST. LOUIS, MISSOURI

PUBLIC NOTICE OF MEETING

Take notice that the **regular meeting** of the commissioners of the St. Louis Housing Authority will be held via **Zoom*** on Thursday, March 28, 2024, commencing at 4:30 p.m., to consider and act upon items shown on the attached agenda. An Executive Session may be convened to discuss legal actions, causes of actions, communications with attorneys, personnel matters, leasing, purchase or sale of real estate and bid specifications.

DATED: March 22, 2024

ST. LOUIS HOUSING AUTHORITY

Attachment

***Instructions For Joining Zoom**

Meeting ID: 939 278 0715

Via Smart Phone or Computer:

<https://bit.ly/41J3uLI>

Via Phone:

1-312-626-6799

Meeting ID: 939 278 0715

Passcode:536879

BOARD OF COMMISSIONERS, ST. LOUIS HOUSING AUTHORITY
REGULAR MEETING, MARCH 28, 2024, 4:30 P.M.
ST. LOUIS HOUSING AUTHORITY, 3520 PAGE BOULEVARD
ST. LOUIS, MISSOURI 63106
AGENDA

ROLL CALL

CONSENT AGENDA

1. Approval of Minutes, Annual Meeting, February 22, 2024

RESIDENTS' COMMENTS ON AGENDA ITEMS

ITEMS FOR INDIVIDUAL CONSIDERATION

2. **Resolution No. 3002**
Authorizing and Approving the Execution of the FY 2024 Resident-led Beautification Grant Agreement and Related Documents
3. **Resolution No. 3003**
Authorizing and Approving the Revised Housing Choice Voucher Payment Standards

CHAIRMAN'S REPORT

DIRECTOR'S REPORT

RESIDENTS' CONCERNS

COMMISSIONERS' CONCERNS

SPEAKERS TO ADDRESS THE BOARD

EXECUTIVE SESSION

The Executive Session may be convened pursuant to Section 610.021 of the Missouri Revised Statutes, to discuss legal actions, causes of actions or litigation, personnel matters relating to the hiring, firing, disciplining and promoting of employees, negotiations with our employees, leasing, purchase or sale of real estate and specifications for competitive bidding.

ADJOURNMENT

Please note that this is not a public hearing or forum. Anyone wishing to address the Board must follow the St. Louis Housing Authority's Speaker's Policy. (Contact the Executive Division at Central Office for a copy of the policy.)

APPROVAL OF MINUTES

FEBRUARY 22, 2024

BOARD OF COMMISSIONERS
ST. LOUIS HOUSING AUTHORITY
ANNUAL MEETING
FEBRUARY 22, 2024
4:30 p.m.

CALL TO ORDER

The Board of Commissioners of the St. Louis Housing Authority held its Annual Meeting on Thursday, February 22, 2024, via Zoom. Chairman Sal Martinez called the meeting to order at approximately 4:36 p.m.

Present: Margaret English
Benita Jones
Sal Martinez
Constantino Ochoa, Jr.

Absent: Annetta Booth (excused)
Regina Fowler (excused)
Shelby Watson

CONSENT AGENDA

Election of Officers

Chairman

Commissioner Jones nominated Commissioner Martinez for the position of Chairman. There were no other nominations.

Vice-Chairman

Commissioner Ochoa nominated Commissioner Fowler for the position of Vice-Chairman. There were no other nominations.

Treasurer

Commissioner Martinez nominated Commissioner Ochoa for the position of Treasurer. There were no other nominations.

Commissioner Jones moved to elect Commissioner Martinez as Chairman, Commissioner Fowler as Vice-Chairman and Commissioner Ochoa as Treasurer. Commissioner English seconded the motion. The motion passed with all commissioners voting aye.

Approval of Minutes

Commissioner Ochoa moved to approve the minutes of January 25, 2024. Commissioner Jones seconded the motion. The motion passed with all commissioners voting aye.

ITEMS FOR INDIVIDUAL CONSIDERATION

Resolution No. 2999

Authorizing and Approving the Extension of the 2020-2024 Strategic Plan.

Presenting Resolution No. 2999, Latasha Barnes, Acting Executive Director, recalled the board approving the implementation of the St. Louis Housing Authority's (SLHA) 2020-2024 Strategic Plan via Resolution No. 2903 on December 13, 2019. She noted that the Strategic Plan has served as a guide and framework for SLHA, allowing the agency to identify and progress towards its goals and objectives. She stated that the current plan is set to expire this year and SLHA requests board approval to extend it for an additional year. Ms. Barnes stated that the adoption of this resolution will allow the agency to maintain a sense of continuity of operations during this transition period.

Commissioner Martinez asked if there were any questions or comments regarding Resolution No. 2999.

There were none.

Commissioner Ochoa moved to approve Resolution No. 2999. Commissioner Jones seconded the motion. The motion passed with all commissioners voting aye.

DIRECTOR'S REPORT

Highlighting some of the agency's recent activities, Ms. Barnes introduced new members of SLHA's leadership team: Lucius Bennett, Director of Property Management; Carla Matthews, Acting Director of Housing Choice Voucher Program; and Bridgette Harvey, Director of Finance. She noted that each staff member brings a wealth of experience, talent, and commitment to their new role and will serve SLHA well.

Ms. Barnes stated that the Resident Initiatives Department will host their first annual Jamboree Resource Fair for all SLHA public housing residents. She noted that the event will take place on March 21, 2024 from 2 p.m. to 5 p.m. and will be led by the ROSS Coordinators. She said the Jamboree Resource Fair will be an engaging tool to connect with residents to align them with critical resources and build awareness of the self-sufficiency programs. She said all residents, commissioners and staff are invited to join the fun.

Ms. Barnes recognized the effort of SLHA's Legal Department to address outstanding rent receivables. She said recognizing that a lot of the tenants have experienced hardships due to economic challenges and other circumstances, SLHA's Legal Department has been aggressively implementing flexible payment options for a lot of the residents in an effort to prevent an uptick in eviction activity. She noted that the Legal Department is also collaborating with local community organizations to connect residents with needed financial assistance programs and other rental subsidies. She said SLHA believes that this reflects the agency's commitment to serving residents with compassion and sensitivity.

Lastly, Ms. Barnes highlighted the agency's recent collaboration with the City of St. Louis and local aging service providers in order to serve and help rehouse senior residents who were displaced from Heritage House Apartments. She thanked all of the staff who volunteered to serve during the two-day housing fair and expressed a special acknowledgment of the management team at Parkview Apartments who worked very diligently to prepare units for those seniors to move into.

Concluding her report, Ms. Barnes asked if there were any questions or concerns.

There were none.

ADJOURNMENT

Commissioner Ochoa moved to adjourn the meeting into Executive Session. Commissioner Jones seconded the motion. The vote was in favor of passing the motion with all commissioners voting aye. The meeting thereupon adjourned at 4:48 p.m.

Sal Martinez, Chairman
Board of Commissioners
St. Louis Housing Authority

Latasha Barnes, Acting Secretary
Board of Commissioners
St. Louis Housing Authority

(SEAL)

RESOLUTION No. 3002

MEMORANDUM

To: Board of Commissioners

From: Latasha Barnes, Acting Executive Director

Date: March 13, 2024

Subject: Resolution No. 3002
Authorizing and Approving the Execution of the FY 2024 Resident-led Beautification Grant Agreement and Related Documents

Board approval is requested to authorize the Acting Executive Director to execute and implement the FY 2024 Resident-led Beautification Grant Agreement received from the Community Development Administration (CDA), City of St. Louis. This grant, in the amount of \$238,690, will support SLHA efforts to enhance aesthetic appeal and livability through resident-led initiatives at five SLHA public housing developments (Parkview, West Pine, Euclid Plaza, Northside Scattered Sites, and Renaissance Place at Grand).

The resident-led beautification projects supported by this grant will not only enhance the aesthetic appeal of our community, but also promote community engagement, foster a sense of pride and ownership among residents, and contribute to our community members' overall well-being and quality of life. By empowering residents to actively shape their environment, we can create a more inclusive and cohesive community where residents feel more connected.

SLHA will work closely with residents to develop an implementation plan for beautification projects funded by the grant. This will include soliciting input from residents, identifying priority areas for improvement, and coordinating volunteer efforts and resources to bring the projects to fruition.

SLHA is excited about the opportunities that the Resident-led Beautification Grant presents for our community and grateful for the support of CDA in making these projects possible.

Authorizing and Approving the Execution of the FY 2024 Resident-led Beautification Grant Agreement and Related Documents

Whereas, the St. Louis Housing Authority (SLHA) is committed to enhancing the quality of life for residents of the public housing developments by creating safe, vibrant, and aesthetically pleasing environments; and

WHEREAS, in May 2023, SLHA applied for a Neighborhood Transformation Grant through the Community Development Administration (CDA), City of St. Louis; and

Whereas, CDA awarded SLHA \$238,690 to fund beautification activities at five SLHA public housing developments (Parkview, West Pine, Euclid Plaza, Northside Scattered Sites, and Renaissance Place at Grand) in October 2023; and

Whereas, the proposed beautification activities align with SLHA's mission and goals, and have the potential to positively impact the well-being and satisfaction of residents; and

WHEREAS, to be eligible for the earmarked funds, SLHA must execute the grant agreement and submit required documentation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ST. LOUIS HOUSING AUTHORITY THAT:

1. The Community Development Administration grant in the amount of \$238,690 to fund beautification activities at select public housing developments, subject to the terms and conditions outlined in the grant agreement, is approved.
2. The Acting Executive Director of the St. Louis Housing Authority is authorized and directed to execute the grant agreement.
3. The Acting Executive Director is hereby directed to take all actions necessary to effectuate the same.

**AMERICAN RESCUE PLAN ACT, CORONAVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS FUNDING SUBRECIPIENT AGREEMENT
BETWEEN THE [INSERT SUBRECIPIENT NAME] AND THE CITY OF ST. LOUIS,
MISSOURI**

Subaward Data

(i)	Federal Award Amount:	
(ii)	Subrecipient Name:	
(iii)	Subrecipient Unique Entity Identifier:	
(iv)	Federal Award Identification Number (FAIN):	
(v)	Federal Award Date (date award is signed by the authorized official of the Federal Awarding Agency):	
(vi)	Subaward Period of Performance Start Date (Federal Award only):	
	Subaward Period of Performance End Date:	
(vii)	Subaward Budget Period Start Date(Federal Award only):	
	Subaward Budget Period End Date	
(viii)	Amount of Federal Funds Obligated by this Subaward by the City Pass-Through Entity to the Subrecipient:	
(ix)	Total Amount of Federal Funds Obligated to the Subrecipient by the City Pass-Through Entity Including the Current Obligation:	
(x)	Total Amount of the Federal Award Committed to the Subrecipient by the City:	
(xi)	Federal Award Project Description:	
(xii)	Name of Federal Awarding Agency:	
	Name of Pass-Through Entities:	
	Contact Information for Federal Awarding Official:	
	Contact Information for State of Missouri Awarding Official:	
	Contact Information for City Awarding Official:	

(xiii)	CFDA/ALN Number and Title:	
(xiv)	Identification of Whether Subaward is R&D:	
(xv)	Contract Number	

THIS SUBRECIPIENT AGREEMENT (this “Agreement”) is made as of the Effective Date of [INSERT DATE] (as herein defined), by and between **CITY OF ST. LOUIS, MISSOURI**, acting by and through its Community Development Administration, (“CDA”), and [INSERT SUBRECIPIENT NAME] (the “Subrecipient”). They are collectively referred to as the “Parties”.

RECITALS

A. WHEREAS, the American Rescue Plan Act of 2021 (ARPA) was signed into law by the President of the United States on March 11, 2021 and the United States Department of the Treasury adopted an Interim Final Rule on May 17, 2021, with amendments, implementing the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program;

B. WHEREAS, the SLFRF program is intended to provide state, local, territorial, and tribal governments with the resources needed to engage in eligible activities that respond to the public health and negative economic impacts of the COVID-19 pandemic, make other eligible investments and generally foster future community resilience;

C. WHEREAS, the City, having received an award from the U.S. Department of the Treasury, has received a total of \$498,076,054.00 from the Assistance Listing Number (ALN) 21.027 - Coronavirus State and Local Fiscal Recovery Funds (SLFRF) that was established pursuant to Subtitle M of Title IX of the American Rescue Plan Act of 2021 (ARPA);

D. WHEREAS, the City, through the Community Development Administration (CDA), may award SLFRF funds through a subaward to eligible subrecipients to carry out [INSERT PROJECT DESCRIPTION], and, in accordance with all applicable guidance, and has authorized transfer of SLFRF funds in the amount of [INSERT AMOUNT] to the Subrecipient for the purpose of administering a program as set forth in this Agreement;

E. WHEREAS, CDA and the Subrecipient have agreed to comply with the requirements of the SLFRF Guidance and all applicable federal, state and local regulations when implementing the program, including but not limited to all applicable provisions of the federal Uniform Guidance (2 CFR Part 200);

F. WHEREAS, the Subrecipient has been appropriately determined to be a subrecipient pursuant to the provisions of 2 CFR Part 200.331 -- Subrecipient and Contractor Determinations;

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CDA, and the Subrecipient agree as follows:

1. **Award.** The City, through the subaward administered by CDA, agrees to provide the Subrecipient with funds in the amount of [INSERT BUDGET AMOUNT] (the “Award”).

2. **Use of Award Funds.**

(a) Project Description:

The Subrecipient shall oversee the eligible projects under the [INSERT PROJECT NAME(S)], as more fully described in “Appendix A” of this Agreement, in accordance with the Final Rule, SLFRF Guidance, all applicable federal, state, and local regulations, and the terms of this Agreement.

(b) Eligible Activities:

In administering the eligible projects, the Subrecipient shall use SLFRF funds only for eligible activities (“Eligible Activities”), as more fully detailed in “Appendix A” of this Agreement, in accordance with the Final Rule, Compliance and Reporting Guidance (and any subsequent versions released), all other applicable federal laws and regulations governing the use of SLFRF Funds, and the provisions of this Agreement. The Subrecipient shall not use SLFRF Funds for any activity not specifically authorized by this Agreement, or for any activity not eligible for funding pursuant to the SLFRF Guidance. Use of SLFRF funds for administrative costs related to the project will be governed by applicable regulations.

The Subrecipient shall obtain prior written approval from CDA for any travel outside the metropolitan area with funds provided under this Agreement.

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

(c) Performance Monitoring and Evaluation

CDA will monitor the performance of the Subrecipient against goals and performance based on the objectives, criteria and work schedule contained in Appendix A. Substandard performance as determined by CDA will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by CDA, contract suspension or termination procedures will be initiated.

3. **Term of Agreement and Period of Performance.**

(a) Term:

This Agreement is made effective as of [INSERT DATE]. This Agreement shall remain in effect unless terminated early in accordance with the terms of this Agreement. Provided that the records retention, audit, and reporting requirements set forth in the SLFRF Guidance and contained in this Agreement shall survive termination, this Agreement shall remain in effect until the final amounts of the Award have been expended or the Agreement is terminated and all reports and records due have been received by CDA.

(b) Period of Performance:

The [INSERT PROJECT NAME(S)], has a performance period of [INSERT START DATE] to [INSERT END DATE]. The activities for which Award funds are used shall be completed in accordance with the Period of Performance attached hereto as “Appendix B”, unless extended with

the prior written approval of CDA. Any portion of the Award not spent by September 30, 2026 shall be forfeited. The Subrecipient may make use of the award to fund eligible activities that occurred prior to the commencement of the term of this agreement so long as the eligible activities occurred within the SLFRF period of performance.

4. **Disbursement.** The Award shall be paid to the Subrecipient in disbursements following the schedule outlined in “Appendix C”. CDA will pay to the Subrecipient funds available under this Agreement as tranches of advances, with receipt of the next tranche dependent upon information submitted by the Subrecipient and consistent with any approved budget and CDA policy concerning payments. Release of each next tranche of advanced funding will be made for eligible expenses actually incurred by the Subrecipient. Payments may be adjusted by CDA in accordance with advance funds and program income balances available in Subrecipient accounts. In addition, CDA reserves the right to liquidate funds available under this contract for costs incurred by CDA on behalf of the Subrecipient. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR 200.302

5. **Budget.** The Budget attached hereto as “Appendix D” sets forth all costs for which funds may be used. CDA funding is to be used only for approved purposes and is not to be blended with City funds unless specifically approved. Changes may be made to the Budget only with the prior written approval of the Executive Director of CDA or his/her designee.

6. **Subrecipient Monitoring and Required Financial and Performance Reports.**

(a) **Monitoring:**

CDA shall monitor the performance of the Subrecipient in accordance with the goals and performance standards in the SLFRF Guidance and as stated and required herein. As part of this monitoring, the Subrecipient may be required to provide documentation, including but not limited to financial statements, audit reports and budgets, may be required to participate in interviews related to program expenditures, outputs, and outcomes, and may be subject to site visits by members of CDA. The Subrecipient will make available to CDA upon request, any SLFRF records, data or files deemed necessary to CDA to ensure proper operation of the work program activities. The Subrecipient shall respond to any requests for information necessary for monitoring in a timely manner. CDA may make site visits as warranted by program needs.

The Subrecipient may be required to complete a monitoring questionnaire to determine the appropriate frequency and detail of monitoring efforts. Results of monitoring efforts shall be summarized in written reports. Where such report indicates non-compliance, the Subrecipient shall provide a written response detailing actions to correct the area of non-compliance. If correction action is not implemented or is insufficient to correct the area of non-compliance, CDA may take remedial action, including but not limited to contract suspension and/or termination procedures in a manner consistent with the applicable SLFRF Guidance.

The Subrecipient is responsible for oversight of the operations of the Award supported activities. The Subrecipient must monitor its activities under the Award to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the Subrecipient must cover each program, function or activity

(b) Reporting:

The Subrecipient shall fully cooperate with CDA to ensure CDA can timely meet any and all reporting requirements with respect to the SLFRF Funds. To best inform of improvements in program outcomes and productivity, the Subrecipient must submit monthly programmatic reports as specified in Appendix A attached hereto and incorporated herein by this reference, no later than the fifteenth (15th) calendar day following each month (unless otherwise specified) on the form designated as Appendix E, attached hereto and made integral part hereof or if directed by CDA, in another format which shall be substantially in accordance with Appendix E. Other information and data may be required by CDA to respond to current USDT regulations or other requests for information. The Subrecipient shall also be required to submit monthly financial statements no later than the 15th calendar day of each month to CDA on the form designated as Appendix F, attached hereto and made an integral part hereof, or if directed by CDA, in another format which shall be substantially in accordance with Appendix E.

Failure to report such program information or insufficient or unsatisfactory performance as reasonably determined by CDA, in its discretion, will constitute non-compliance with this Agreement.

Programmatic and financial reports must be received before CDA can honor requests for funds. Sanctions will be imposed upon the Subrecipient for failure to satisfy report due dates. In addition to other lawful remedies, CDA reserves the right to restrict access to Subrecipient's SLFRF for delinquent, incomplete, or inaccurate reporting. This includes the right to suspend the Agreement and withhold any further payment or prohibit the Subrecipient from incurring any additional obligations of the SLFRF pending corrective action or a decision to terminate funding pursuant to Section 36, should the Subrecipient fail to comply with reporting requirements.

7. **False Statements.** The Subrecipient warrants that any and all documents, reports and other data submitted to CDA in connection with its funding application, contract execution process, reporting, monitoring and/or closeout of SLFRF Funds are true and accurate to the best of its knowledge. In the event that any submitted documents are unsigned, the Subrecipient warrants by execution of this Agreement that they are true and accurate copies of final, signed, executed and/or filed documents. Should the Subrecipient become aware of any erroneous submission or of any material change to any submission, the Subrecipient will immediately submit a revision to CDA. The Subrecipient further acknowledges and agrees that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

8. **Audit and Retention of Records.**

(a) Audit:

The Subrecipient agrees to adhere to the compliance requirements applicable to the SLFRF Funds, including the audit requirements set forth in the Uniform Guidance (2 CFR Part 200). The Subrecipient shall allow any duly authorized representative of CDA, the Comptroller, the Mayor of the City of St. Louis, and the Comptroller General of the United States, Government Accountability Office (GAO), Treasury's Office of Inspector General (OIG), and Pandemic Relief Accountability Committee (PRAC) or any of their authorized representatives and/or their designees to inspect and audit, at reasonable times, any/all records and documentation of the Subrecipient relating to this Award.

Failure of the Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payment.

Any questioned costs that may arise as a result of any audit shall be resolved in one of the following ways:

- (a) The Subrecipient may provide additional information and documentation to CDA, and if CDA determines that such additional information and documentation resolves the questioned cost(s), the audit finding shall be deemed resolved.
- (b) The Subrecipient may repay the amount of the questioned costs from funding other than funding provided to the Subrecipient by CDA; or
- (c) The Subrecipient may resolve the questioned costs in another manner acceptable to the City of St. Louis and CDA.

Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit, if applicable, conducted in accordance with current City policy concerning Subrecipient audits and the Uniform Guidance.

(b) Record Retention Timeframe:

The Subrecipient shall maintain and retain complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually (“Records”), pertinent to performance under this Agreement for a period of **five (5) years** following the later of either when all funds have been expended or returned to Treasury. The Subrecipient shall maintain such records and accounts, including property, personnel and financial records and accounts, deemed necessary to assure a proper accounting of all agreement funds. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if a Subrecipient or a Subrecipient contractor or subcontractor is a non-profit entity, that entity must comply with the accounting guidelines set forth by the U.S. Office of Management and Budget in the Uniform Guidance (2 CFR Part 200).

Records for real property and equipment acquired with the Grant must be retained for five (5) years after final disposition.

When records are transferred to or maintained by CDA or USDT, the 5-year retention requirement is not applicable to the Subrecipient.

The Subrecipient must comply with all applicable requirements of 2 CFR 200.334.

(c) Financial and Programmatic Records:

The Subrecipient shall maintain all financial and programmatic records that are pertinent to the Eligible Activities to be funded under this Agreement and/or that are required by the Federal regulations, including, but not limited to the SLFRF Guidance and Final Rule. Such Records shall include but not be limited to:

1. Records providing a full description of each Eligible Activity undertaken;
2. Records required to determine that the Eligible Activities qualify for SLFRF Funds;

3. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with SLFRF Funds;
4. Records documenting effective management and use of braided funding sources;
5. Records documenting compliance with the equal opportunity components of the SLFRF Funds;
6. Financial records as required by 2 CFR 200.302.
7. Other records necessary to document compliance with the SLFRF Regulations.

The Subrecipient shall maintain all documentation related to determining eligibility when awarding SLFRF funding under this subaward. Such information shall be made available to CDA for review upon request to comply with monitoring and/or audit requirements.

If Appendix D shows that any funding for this program is to be provided from other sources, the receipt and expenditure of such funds are subject to review. All accounting records necessary to complete a review of other funding sources must be made available to CDA or CDA's authorized representative. Any change in the attached budget which affects funding from sources other than CDA must have prior written authorization from the Executive Director of CDA.

(d) Confidentiality:

The Subrecipient acknowledges and agrees that all records, information, and data acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of this Agreement or as required by Law. Consistent with these obligations, the Subrecipient must comply with 2 CFR Part 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR Part 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable law(s) regarding privacy and obligations of confidentiality.

(e) Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CDA or CDA's authorized representative for review upon request.

(f) Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of CDA's or the Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

(g) Closeout:

The Subrecipient's obligation to CDA shall not end until all close-out requirements are completed. CDA shall determine whether all applicable administrative actions and all required work under the project description have been completed by the Subrecipient at the end of the period of performance. Activities during this close-out period shall include, but not be limited to, making final payments, disposing of program assets (including the return of all unspent cash advances, program income balances, and receivable accounts to CDA), determining the custodianship of records, and any other

items defined and requested by CDA. The Subrecipient shall provide an accounting of all program assets (unexpended program income, property, equipment, etc.) to CDA upon termination of this Agreement, at which point CDA shall have discretion for the ultimate disposition of the assets which may include allowing the Subrecipient to keep the assets, having the assets transferred to CDA, or any other action allowable by law. If the Subrecipient fails to complete the requirements of this subaward, the federal awarding agency or CDA will close out the award with the information available (2 CFR Part 200.344).

In particular, the Subrecipient must:

- i. The Subrecipient must submit, no later than 90 (ninety) calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Grant. It is CDA's discretion to approve extensions when requested by Subrecipient.
- ii. Unless CDA authorizes an extension in writing, Subrecipient must liquidate all obligations incurred under the Grant not later than 90 (ninety) calendar days after the end date of the period of performance as specified in the terms and conditions of the Grant.
- iii. CDA must make prompt payments to the Subrecipient for allowable reimbursable costs under the Grant being closed out.
- iv. The Subrecipient must promptly refund any balances of unobligated cash that CDA paid in advance or paid and that are not authorized to be retained by the Subrecipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts.
- v. Consistent with the terms and conditions of the Grant, CDA must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.
- vi. The Subrecipient must account for any real and personal property acquired with Grant funds or received from the Federal Government in accordance with §§200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property

9. Procurement and Subcontracts.

(a) Procurement Procedures:

When purchasing goods and/or services from a contractor with SLFRF Funds provided under this Agreement, the Subrecipient shall comply with CDA's procurement procedures, including the City of St. Louis Community Development Administration Operating Agency Procedures Manual. All procedures should reflect any applicable State and local laws, rules, and regulations provided that the procurements conform to all applicable Federal law, SLFRF Guidance, and the standards contained in the Uniform Guidance (2 CFR Part 200.317 through 2 CFR Part 200.327), as applicable. These standards include, without limitation, (i) that all procurement transactions for property or services must

be conducted in a manner providing full and open competition consistent with the standards outlined in 2 CFR Part 200.320; (ii) to have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR Part 200.317 through 2 CFR Part 200.320; (iii) a requirement for an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties; and (iv) required steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Upon request of CDA, the Subrecipient shall make available for review technical specifications and procurement documents on proposed procurements, including but not limited to, invitations for bids, requests for proposals, cost estimates, and bonding requirements. CDA shall use best efforts to make such requests prior to the commencement of the procurement solicitation.

(b) Compliance Requirements:

The Subrecipient shall ensure that all of its contracts with contractors/providers contain language which reflects the requirements listed in 2 CFR Part 200 and include the ARPA Supplementary conditions included as Appendix K.

(c) Equipment and Real Property Purchases:

The Subrecipient shall maintain an inventory record of the purchase of all equipment or real property with SLFRF Funds. The purchase of supplies, equipment, and real property with SLFRF funds shall be consistent with the Uniform Guidance, including 2 CFR 200 Subpart D. Equipment or real property acquired with SLFRF Funds must be used for the originally authorized purpose, unless otherwise instructed by CDA. In no event shall the Subrecipient dispose of assets acquired in full or in part with SLFRF funds through sale, use or relocation without the express written permission of CDA.

- i. The Subrecipient must receive written permission from the Executive Director of CDA, or his/her designee, before acquiring real property, to include vacant land, with the Award.
- ii. The Subrecipient must execute the legal documents required by CDA, including a Deed of Trust and/or a Land Use Restriction Agreement (the "Real Property Legal Documents"), for any real property acquired or improved with the Award.
- iii. The Subrecipient will use any acquired or improved real property for the achievement of the Activities included in Appendix A. If the real property is no longer needed or used for the achievement of the Activities included in Appendix A, as determined by CDA, the Subrecipient shall use the real property in line with the requirements of the Real Property Legal Documents.
- iv. Failure to execute the Real Property Legal Documents within 30 days of closing on real property acquired with the Award or within 30 days of beginning work to improve real property (or if work has already begun before execution of this Agreement, within 30 days of execution of this Agreement) with the Award will constitute default under this Agreement and the Subrecipient may be subject to the termination provisions included herein at Section 36.

(d) Assignment

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of CDA; provided, however, that claims for money due or to become due to the Subrecipient from CDA under this contract may be assigned to a bank, trust company, or other

financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to CDA.

(e) Subcontracts

- i. Approvals: The Subrecipient shall not enter into any subcontracts in excess of \$10,000.00, with any agency or individual in the performance of this contract without the written consent of CDA prior to the execution of such agreement.
- ii. Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- iii. Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- iv. Selection Process: The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded CDA along with documentation concerning the selection process.
- v. Records: The Subrecipient will ensure that the fiscal and programmatic records of the subcontractor will be available for inspection by CDA and/or Comptroller's Office personnel, or duly authorized auditors. In the case of any subcontract for work with a private contractor which requires the approval of CDA, the Subrecipient shall record, furnish to CDA in advance, and retain the following records:
 - a. An explanation of how the amount of compensation or reimbursement to be paid was determined;
 - b. Method utilized to solicit bids (attach copies of any printed advertisements);
 - c. Specifications upon which the bids were based;
 - d. Identification of each prospective contractor considered;
 - e. Summary of bids and proposals, if any, received;

- f. Justification for non-competitive procurement of contract services and reasons for the election of the contractor, or justification for selection of other than the lowest bidder in competitive procurement;
 - g. Name, address and federal identification number of the proposed contractor;
 - h. The contractor's affirmative action plan (construction contracts over \$50,000 only); and
 - i. Documentation of efforts made to secure at least 25% Minority Business Enterprise (MBE) and 5% Women's Business Enterprise (WBE) participation.
- vi. Included Clause: In order to ensure this, the Subrecipient will include an appropriate clause in all of its subcontracts.

10. Reimbursement by the Subrecipient Upon Loss of Funding or Determination of Ineligibility, or Unused Funding.

(a) Loss of Funding:

In accordance with the SLFRF Guidance and the relevant regulations under the Uniform Guidance and in addition to any other remedies available to CDA, in the event that CDA loses funding from the Federal Government for any Eligible Activities arising out of, or in connection with, any act or omission of the Subrecipient, the Subrecipient shall pay CDA, on demand, or CDA shall debit the Subrecipient's account for the full amount of lost funds along with penalties or fines, if any, assessed by the Federal Government. Any funding owed to CDA by Subrecipient that is unable to be paid shall constitute a delinquent debt owed to CDA by Subrecipient, and that CDA may seek to collect on that debt by any means allowed for under law.

(b) Determination of Ineligibility:

In accordance with the SLFRF Guidance and the relevant regulations under the Uniform Guidance and in addition to any other remedies available to CDA, in the event that the Subrecipient makes any expenditure or engages in any activity that is subsequently deemed ineligible for funding under the SLFRF by the U.S. Department of Treasury, the Subrecipient shall pay CDA, on demand, or CDA shall debit the Subrecipient's account for the full amount of funds determined ineligible along with penalties or fines, if any, assessed by the Federal Government. Any funding owed to CDA by Subrecipient that is unable to be paid shall constitute a delinquent debt owed to CDA by Subrecipient, and that CDA may seek to collect on that debt by any means allowed for under law. The Subrecipient explicitly understands that no portion of this Award is being funded under the eligibility for Provision of Government Services and as such all activities are subject to specific eligibility requirements as detailed within the Final Rule and other applicable program guidance.

(c) Unused Funds:

Any funds awarded under this Agreement to the Subrecipient but not disbursed by the Subrecipient for the **[INSERT PROJECT NAME(S)]** shall be returned to CDA.

11. Compliance with Applicable Law and Regulations.

(a) Generally:

The Subrecipient shall comply with any and all applicable Federal, State and local laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. As used in this Agreement, the word “law” includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Federal regulations applicable to this award include, without limitation, the following:

1. The Subrecipient shall comply with all applicable provisions of the Uniform Guidance, other than any provision specifically excluded by the federal assistance listing.

2. The Subrecipient agrees to utilize the SLFRF Funds to supplement rather than supplant funds otherwise available;

3. The Subrecipient is subject to a single audit or program specific audit pursuant to 2 CFR Part 200.501(a) when the Subrecipient spends \$750,000 or more in federal awards during their fiscal year, except that this requirement may be subject to modification as set forth in the April 2022 Compliance Supplement as issued by the Office of Management and Budget;

4. The SLFRF Funds are subject to 2 CFR Part 200.303 regarding internal controls and further agrees to adhere to the accounting principles and procedures required therein and in accordance with any specific requirements of CDA to utilize adequate internal controls and maintain necessary source documentation for all costs incurred;

5. The SLFRF Funds are subject to 2 CFR Part 200.330 through 200.332 regarding Subrecipient monitoring and management;

6. The SLFRF Funds are subject to 2 CFR Part 200, Subpart F regarding audit requirements;

7. The SLFRF Funds are subject to 2 CFR Part 200, Subpart E Cost Principles, including, but not limited to, restrictions on use of funds as non-federal match, administrative costs must be reasonable and allocable, and maximum indirect costs must be properly calculated;

8. The SLFRF Funds are subject to 31 CFR Part 20 regarding the Governmentwide Requirements for Drug-Free Workplace.

9. The SLFRF Funds are subject to the New Restrictions on Lobbying pursuant to 31 CFR Part 21.

10. The SLFRF Funds are subject to generally applicable federal environmental laws and regulations.

11. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including, but not limited to, 2 CFR Part 200.303, 2 CFR Part 200.330-332, 2 CFR Part 200.501(a), and 2 CFR Part 200, Subpart F.

12. All additional requirements as stated in the Supplement of Required Contract Provisions Pursuant To The American Rescue Plan Act, included herein at Appendix K.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Subrecipient and any subcontractors pertaining to any matter resulting from a contract;

14. **Debarment / Suspension and Voluntary Exclusion.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 CFR Part 180 and the Department of Homeland Security's regulations at 2 CFR Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. An award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. The Subrecipient certifies that it has active registration in SAM bearing the **Unique Entity Identifier# [INSERT SUBRECIPIENT'S UEI NUMBER]** and certifies that it and its principals are eligible to participate in this Agreement and have not been subjected to suspension, debarment, or are otherwise excluded from or ineligible for participation in Federal assistance programs.

15. **Hatch Act.** The Subrecipient shall comply, as applicable, with the provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) (the "Hatch Act") limiting the political activities of public employees, as it relates to the programs funded.

16. **Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. CDA shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

17. **Labor Standards**

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient

agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CDA for review upon request.

18. **Compliance with RSMo 34.600.** As a condition for the award of this Agreement, Subrecipient shall, pursuant to the provisions of Section 34.600 et al, of the Revised Statutes of Missouri 2000, as amended, by sworn affidavit (attached hereto as Appendix I), certify that it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply if the total potential value of this Agreement is less than one hundred thousand dollars (\$100,000.00) or if Subrecipient employs fewer than ten employees.

19. **Compliance with RSMo 285.525-555.** As a condition for the award of this Agreement, Subrecipient shall, pursuant to the provisions of Section 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by sworn affidavit (attached hereto as Appendix H), and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Subrecipient shall also sign an affidavit (attached hereto as Appendix H), affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated Statutes.

20. **CDA Manual.** This agreement is governed by the City of St. Louis Community Development Administration Operating Agency Procedures Manual, incorporated herein by this reference.

21. **CDA Recognition.** The Subrecipient shall insure recognition of the role of CDA in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement

All SLFRF project reports, maps, news releases and/or other documents undertaken as part of this Agreement, other than documents exclusively for internal use with CDA, shall contain the following information regarding federal assistance at the project site or the front cover or title page of any reports or documents: "This activity is financed (in part) (wholly) through an allocation of Coronavirus State and Local Federal Recovery Funds from the United States Department of the Treasury (hereinafter called "USDT") and the City of St. Louis' Community Development Administration."

22. **Workers Compensation.** In the event the Subrecipient employs more than five (5) employees, Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

23. **Insurance Requirements.** The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond

covering all employees in an amount equal to cash advances from CDA.

Without limiting its liability hereunder, the Subrecipient hereby agrees to maintain insurance underwritten by a solvent insurance company, having a Bests' rating reasonably acceptable to CDA providing coverage for the following, effective immediately upon the execution of this Agreement, or the commencement of the services herein, whichever first occurs, to continue so long as the services are being performed hereunder or for such longer period as specifically hereinafter provided:

- a) A Comprehensive General Liability Policy written in limits of not less than \$1,000,000 per occurrence.
- b) A policy as required under the Workers' Compensation Act of Missouri, and under any other Employee Benefit Statute or similar law, to pay claims for bodily injuries, including death and disease sustained by employees in full the statutory amounts required by the applicable state statutes.
- c) A Vehicle Liability Policy to pay claims because of damage to property and for injuries to or death of any person or persons for occurrences arising out of Subrecipient's performance under the Agreement. Said insurance shall be written with limits of not less than \$500,000.00 per occurrence for any occurrences involving bodily injury, death and/or property damage.
- d) A Commercial Blanket Bond (honesty bonding coverage) for all persons employed and/or authorized to perform any functions related to the execution of this Agreement, including but not limited to the Executive Director, board members with signatory authority, financial officers and staff, and SLFRF staff. Said insurance shall be written with limits of not less than \$25,000.00 per occurrence.

The Subrecipient shall furnish CDA with certificates of insurance as evidence of the above coverage and shall name the City of St. Louis, acting by and through CDA as an additional insured and loss payee for the insurance described above. Said certificates shall provide that cancellation, termination or amendment of insurance shall not be affected without thirty (30) days prior written notice to CDA. Said certificates are included herein as Appendix J.

24. **Taxes and Licensing.** Subrecipient and each of its subcontractors shall obtain any and all necessary City business licenses and tax clearances from the Collector of Revenue and Assessor of the City of St. Louis (CBI Clearance) and said City business licenses will be kept current and all taxes shall be paid during the term of the Agreement.

25. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and CDA in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the U.S. Department of the Treasury.

26. **Sunshine Law and Public Records.** Any Subrecipient awarded this contract acknowledges

that the City is a “public governmental body” under and subject to the State of Missouri’s Sunshine Law (the “Act”), Revised Statute of Missouri § 610.010 et seq. CDA will not give prior notice of receipt of a request under the Act for any record that has been provided to it by Subrecipient, nor of any record disclosed pursuant to the Act. Nothing in any awarded contract shall supersede, modify, or diminish in any respect whatsoever any of the City’s rights, obligations, and exceptions under the Act, nor will the City be held liable for any disclosure of records, including information that City determines in its sole discretion is a public record subject to disclosure under the Act.

27. **Copyright**

If this contract results in any copyrightable material or inventions, CDA and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for governmental purposes.

28. **Religious Activities**

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

29. **Elected Officials**

The Subrecipient agrees that no elected official will be paid from funds provided under this Agreement.

30. **Nepotism**

No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild; "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the program.

31. **Conflict of Interest.** By executing this Agreement, the Subrecipient warrants that it is in compliance with applicable federal, state and local conflict of interest regulations and requirements including but not limited to 2 CFR 200.318. The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

32. **Duplication of Benefits.** Payments for the Eligible Activities to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under any other agreements made between the Subrecipient and any funding source, including CDA. Further, the Subrecipient shall not carry out any of the Eligible Activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford

Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Subrecipient receives duplicate benefits from another source, the Subrecipient must refund the benefits provided by CDA. The Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement (“Duplication of Benefits Certification”), in the form attached hereto as “Appendix G”. The Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, the Subrecipient’s obligation to promptly notify CDA of any disaster assistance received from any other source; and

33. **Conflict of Law.** With respect to any conflict between such federal Law and the terms of this Agreement and/or the provisions of any non-federal Law, except as otherwise required under federal Law, the more stringent requirement shall control.

(a) The Subrecipient shall comply with any applicable requirements pursuant to state or local living wage laws.

(b) Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Department of the Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that CDA and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance. CDA shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and U.S. Department of the Treasury’s implementing regulations at 31 CFR

Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- vi. Executive Order 11063
- vii. Executive Order 11246 as amended and as supplemented in Department of Labor regulations (41 CFR Chapter 60)

For the avoidance of doubt, the Subrecipient must comply with all applicable sections of the above laws.

34. **No Arrears or Default.** The Subrecipient hereby warrants and represents that it is not in arrears to the City upon any debt or contract, and it is not in default as surety, contractor, or otherwise upon any obligation to the City whatsoever, including any obligation to pay taxes to, or perform services for or on behalf of, the City.

35. **Affirmative Action**

(a) **Women- and Minority-Owned Businesses (W/MBE) and Labor Hours**

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. Effective July 1, 2019 per Ordinance No. 70767, it is the policy of the City of St. Louis to pursue the goal of at least 21% African American-owned Business Enterprise, at least 2% Hispanic American-owned Business Enterprise, at least .5% Asian American-owned Business Enterprise, at least .5% Native American-owned Business Enterprise, and at least 11% Women-owned Business Enterprise (WBE) utilization in the provision of goods and services to the City, its departments, agencies, and authorized representatives and to all entities receiving City funds or City-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its subrecipients through the competitive bidding process.

Furthermore, the Subrecipient will use its best efforts to hire minorities, women, apprentices, and City of St. Louis residents on projects. Effective April 7, 2020 per Ordinance No. 71094, it is the policy of the City of St. Louis that at least 25% of labor hours on a project are to be performed by minorities, at least 7% of labor hours on a project are to be performed by women, at least 20% labor hours on a project are to be performed by apprentices, and at least 23% of labor hours are to be performed by City of St. Louis residents. It is the purpose of these policies to allow minority and women's business enterprises to expand their opportunities and capacities and recruit minority and female workers by participating in all City-operated programs.

Therefore, the Subrecipient is responsible for pursuing the above-referenced goals in all contracts and purchases made in connection with the project, including contracts for construction

projects, services and the procurement of supplies. The Subrecipient shall refer to the City of St. Louis Directory of Disadvantaged Minority and Women Owned Business Enterprises and/or contact the Minority Contractor Initiative (MCI) in the event they are not aware of an MBE or WBE doing the work for which they are contracting. As used in this Agreement, the term “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(b) Subrecipient agrees to comply with 2 CFR 200.321 when contracting with small business enterprises, MBEs, WBEs, and labor surplus area firms.

The Subrecipient must take the following necessary affirmative steps to assure that MBE, WBE and labor surplus area firms are used when possible:

- i. Placing qualified small business enterprises, MBEs and WBEs on solicitation lists;
- ii. Assuring that small business enterprises, MBEs and WBEs are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small business enterprises, MBEs and WBEs;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small business enterprises, MBEs and WBEs;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (vi) of this section.

(c) Access to Record.

The Subrecipient shall furnish and cause each of its own Contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by CDA, USDT or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

36. **Suspension and Termination**

(a) Mutual Termination:

This Agreement may be terminated by mutual consent, in which case both parties shall agree upon the termination conditions, including the effective date, and in the case of a partial termination, the portion to be terminated.

(b) Termination for Convenience:

This Agreement may be terminated by CDA for convenience and without cause upon at least thirty (30) days written notice to Subrecipient. CDA's written notice shall set forth the effective date of the termination and, in the case of a partial termination, the portion to be terminated. If, in the case of a partial termination, CDA determines that the remaining Award funds will not accomplish the purposes for which the Award was made, CDA may terminate pursuant to subsection (a) above.

Termination under this Agreement shall include, but not be limited to, a material failure by the Subrecipient to comply with the terms of this Agreement, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time; or
2. Ineffective, improper, or unallowable use of the SLFRF Funds or funding streams; or
3. Failure to submit required reports or submission of reports that are incorrect or incomplete in any material respect; or
4. Undertaking any action or policy that would jeopardize the City's ability to receive federal funding or put the City at risk of reimbursing the United States Treasury for funds received.

(c) Termination Due to Loss of Funding:

In the event that SLFRF funding used to pay for activities under this Agreement is reduced, this Agreement may be terminated by CDA with written notice to the Subrecipient.

(d) Noncompliance:

Where the Subrecipient fails to comply with any term of an award, whether stated in any Federal statute or regulation, an assurance, a State plan or application or notice of award, this Agreement, or elsewhere, CDA may, in addition to any legally available remedy: temporarily withhold cash payments; disallow all or part of the cost of an activity or action; wholly or partly suspend or terminate the award for the Subrecipient's program; immediately demand repayment of all or a portion of City grant funds which have been disbursed; and/or withhold future awards. CDA shall provide the Subrecipient with an opportunity for a hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under statute or regulation applicable to the action involved.

In the event of suspension of this Agreement by CDA, further disbursements of the Award will be withheld until satisfactory compliance with this Agreement is achieved.

In the event of suspension or termination of this Agreement by CDA, the Subrecipient shall be entitled to receive reimbursement for all reasonable costs incurred in the administration of this Agreement, approved in writing by the Director of CDA, through the effective date of suspension or termination.

In any situation where the Subrecipient fails to provide CDA with any funds as required under this Agreement, such funds shall constitute a delinquent debt owed to CDA by Beneficiary, and that CDA may seek to collect on that debt by any means allowed for under law

(e) Breach

In the event of any breach by the Subrecipient of any provision, covenant, agreement, restriction, or regulation contained in this Agreement, the Subrecipient acknowledges and agrees that CDA has the right and power to institute and prosecute any proceeding at law or in equity to enforce any covenant or agreement contained herein or in any of the described agreements and/or documents, and to recover damages resulting from such breach; to enjoin the threatened or attempted violation of any covenant, agreement, restriction or regulation contained herein; and/or terminate this contract.

(f) Cure Period

It is within CDA's discretion to offer the Subrecipient an opportunity to cure a compliance violation on the part of the Subrecipient. Upon a good-faith suspicion of a compliance violation, CDA will inform the Subrecipient pursuant to the Notice section within at section 45 and will i) explain the compliance failing, ii) state CDA's response, which can include any response permitted by this agreement or by law, or CDA may offer the Subrecipient a thirty-day period to cure the violation. The decision to offer a cure period is wholly within the discretion of CDA.

If offered an opportunity to cure, within thirty days of receipt of notice of a suspected compliance violation, the Subrecipient must respond to the notice per the provisions at Section 45 and either i) admit the wrongdoing and accept any allowed response by CDA or ii) respond to the notice with either evidence that the Subrecipient has acted in compliance or with a proposed timely and robust action plan to cure the compliance failing. Should Subrecipient respond to the notice, CDA has thirty days to either i) accept the evidence or proposed cure plan, ii) reject the evidence or proposed cure plan and proceed with any action permitted under this agreement or law, or iii) seek additional information or a revised cure plan from the Subrecipient.

(g) Accounting Upon Termination; Reversion of Assets:

Within thirty (30) days of the termination of this Agreement, the Subrecipient shall provide the Department with a complete accounting up to the date of termination of all monies received from CDA and shall immediately refund to CDA any unexpended balance remaining as of the time of termination.

(h) Reimbursement Upon Termination:

In no event shall payment exceed authorized expenditures made prior to termination.

(i) Termination based on Presumption of Failure to Perform

CDA reserves the right to terminate the contract upon a good faith finding by the Executive Director of CDA, or his/her designee, that Subrecipient will not be able to perform or carry out the Agreement.

CDA may reach this conclusion in many ways. If Subrecipient fails to spend down at least 50% of the Award by June 30, 2025, CDA will have good faith to believe that the Subrecipient will not be able perform or carry out the Agreement.

(j) Closeout

Termination, suspension, or any other action taken under this Section of this Agreement shall not relieve the Subrecipient of all requirements related to close-out and post-closeout, including but not limited to those stated in 2 CFR 200.344-345.

37. **Program Income.**

(a) Generally:

The use and disposition of program income shall comply with the provisions of 2 CFR Part 200.307, all applicable SLFRF Regulations, and with any determinations made by CDA. The Subrecipient should be aware that the U.S. Department of the Treasury has indicated its intent to issue additional guidance regarding program income, compliance with which will be mandatory. In furtherance of the foregoing:

1. The Subrecipient shall disburse all program income for Eligible Activities before additional monies are transferred to the Subrecipient by CDA.
2. The Subrecipient shall report to CDA on a monthly basis all program income generated and disbursed.

38. **Indirect Costs.**

If indirect costs are charged, the Subrecipient will be reimbursed in accordance with 2 CFR 200.414. The Subrecipient must provide CDA with evidence of its federally negotiated cost rate. If no such rate exists, a de minimis indirect cost rate of ten percent (10%) of modified total direct costs (MTDC) will be used.

39. **Reporting Executive Compensation and First-Tier Subcontract Awards**

The Subrecipient must comply with all requirements of 48 CFR 52.204-10. In addition, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

40. **Work Performance Liability.** The Subrecipient is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Subrecipient is using a Subrecipient Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Subrecipient Agent has been approved by CDA.

41. **Indemnification; Defense; Cooperation.** Subrecipient shall protect, defend, indemnify, reimburse, and hold harmless the City of St. Louis, its Board of Aldermen, and its officers, employees, and agents from and against all liabilities, losses, suits, claims, judgments, and fines or demands for damages to persons or property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of, resulting from, or relating to the work performed under this Agreement, including, but not limited to, the acts or omissions of Subrecipient's officers, agents, employees, consultants, subcontractors, licensees, invitees, or independent consultants and the use or occupancy of City of St. Louis premises or vehicles ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify the City of St. Louis for any acts or omissions of Subrecipient, or its vendors or contractors, either passive or active, irrespective of fault, including the City of St. Louis's concurrent negligence, whether active or passive. Subrecipient's duty to defend and indemnify shall arise even if the City of St. Louis, or

its officers, employees, and agents, are the only party sued by claimant and/or claimant alleges that the negligence or willful conduct of the City of St. Louis, or its officers, employees, and agents, were the sole cause of claimant's damages. Subrecipient shall also use counsel reasonably acceptable to CDA Counselor of the City of St. Louis, or their designee, in carrying out its obligations hereunder. No alderman, director, commissioner, board member, officer, employee, or other agent of the City of St. Louis shall be personally liable under or in connection with this Agreement. The City of St. Louis expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement, or any other losses resulting in any way from the performance of this Agreement. The Provisions of this section survive the expiration or early termination of this Agreement.

42. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

(a) Generally:

The Subrecipient is prohibited from obligating or expending Award funds to:

1. procure or obtain;
2. extend or renew a contract to procure or obtain; or
3. enter into 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).

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).

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.

43. Prohibition of Clickwraps and End User License Agreements

CDA shall not be bound by any digitally-mediated clickwrap or end user license agreement (EULA) that relates directly or indirectly to the work or transaction contemplated by this Agreement or any contract awarded following this Agreement. Any such EULA accepted by any City employee that relates directly or indirectly to the work or transaction contemplated by this Agreement shall be non-binding on the parties to any contract awarded following this RFP. Proposed contract provisions shall be negotiated between CDA and the Subrecipient prior to their acceptance, and if accepted, included in a contract awarded following this RFP.

EULAs include, but shall not be limited to:

- A. Software license agreements separate from this Agreement.
- B. Terms of service separate from this Agreement.
- C. Privacy policies separate from this Agreement.
- D. Copyright policies separate from this Agreement.

44. **Amendments.** CDA 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 each organization. Such amendments shall not invalidate this Agreement, nor relieve CDA or the Subrecipient of their obligations under this Agreement.

CDA may, in 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 an increase in funding such modification will be incorporated only upon approval of the Board of Estimate and Apportionment and by mutual agreement and written amendment signed by both CDA and the Subrecipient. If such amendments result in a decrease in funding due to budgetary cuts, as determined by the USDT, Subrecipient by its signature hereto, does hereby consent to said decrease in funding and further agrees to execute such written amendment hereto, as provided by CDA. Changes related to project close-out after September 30, 2026 do not require Subrecipient consent. In addition, based on assessments of progress being made by the Subrecipient, CDA has the right to adjust the time schedule, budget schedule and/or budget. All revisions shall be executed in accordance with established procedures set forth by CDA.

45. **Notices.** All notices and other communications required or permitted to be given under this Agreement shall be (i) given in writing and (ii) personally delivered or mailed, by registered or certified mail, postage prepaid and return receipt requested, or transmitted by electronic mail transmission, to the parties at the following mailing or electronic mail addresses:

To **[INSERT SUBRECIPIENT NAME]**:

Attn: _____ Name
Address: _____ Address Line 1
City, State, Zip code
Telephone: _____
E-mail: _____

To the St. Louis, Missouri Community Development Administration:

Attn: _____ Name _____
 Address: _____ Address Line 1 _____
 City, State, Zip code _____
 Telephone: _____
 E-mail: _____

46. **LAWS, ORDERS AND REGULATIONS INCORPORATED**

The Subrecipient agrees to comply and to ensure compliance by each of its subcontractors with CDA's and USDT's administrative requirements for the SLFRF program, and with all federal, state and local laws, regulations, statutes, ordinances, administrative rules, building codes and executive orders applicable to the SLFRF-assisted project including but not limited to the Interim Final Rule and the Compliance & Reporting Guidelines, this Agreement and the required contract provisions pursuant to ARPA as set forth in Appendix K attached hereto and incorporated herein by this reference, as well as the following:

- Archeological and Historic Preservation Act of 1974 (Pub. L. 93-291)
- Architectural Barriers Act of 1968 (Pub. L. 90-480, 42 USC 4151 et seq.)
- Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
- Civil Rights Act of 1964, (Pub. L. 88-352, 42 USC 1981 et seq.)
- Civil Rights Act of 1968 (Pub. L. 90-284)
- Clean Air Act (Pub. L. 88-206, 42 USC 7401 et seq.)
- Contract Work Hours and Safety Standards Act (Pub. L. 87-581, 40 USC 327 - 333)
- Copeland Act (Anti-Kickback Act) (Pub. L. 85-800, 40 USC 276c)
- Davis-Bacon Act (Pub. L. 88-349, 40 USC 276a - 276a-5)
- Equal Employment Opportunity Act of 1972 (Pub. L. 88-352, 42 USC 2000e et seq.)
- Fair Labor Standards Act of 1938, As Amended (29 USC 201, et seq.)
- Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 282)
- Federal Water Pollution Control Act (Pub. L. 92-500, 33 USC 1251 et seq.)
- Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4001 et seq.)
- Hatch Act (5 U.S.C. 1501 et seq.)
- National Affordable Housing Act of 1990 (Pub. L. 101-625, 42 USC 12701 et seq.)
- Housing and Community Development Act of 1992 (Pub. L. 102-550)
- National Environmental Policy Act of 1969 (Pub. L. 91-190, 42 USC 4321 et seq.)
- Rehabilitation Act of 1973 (Pub. L. 93-112, 29 USC 701 et seq.)
- Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.)
- Title X of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831)
- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230.)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646, 42 USC 4601 et seq.)
- 4 CFR Part 15; 24 CFR Parts 8, 42, 84, 85 and 135;
- 29 CFR Parts 3 and 5; 41 CFR Part 101
- Executive Order 11063 of Nov. 20, 1962 - Equal opportunity in housing - as amended by EO 12259 of Dec. 31, 1980
- Executive Order 11246 of Sept. 24, 1965 - Equal employment opportunity - as superseded by EO 11478 of Aug. 8, 1969 and amended by EO 11375 of Oct. 13, 1967, EO 12086 of Oct. 5, 1978 and EO 12107 of Dec.28, 1978

- Executive Order 11593 of May 13, 1971 - Protection and enhancement of the cultural environment
- Executive Order 11625 of Oct. 13, 1971 - Prescribing additional arrangements for developing and coordinating a national program for minority business enterprise - as amended by EO 12007 of Aug. 22, 1977
- Executive Order 12138 of May 18, 1979 - Creating a National Women's Business Enterprise Policy and prescribing arrangements for developing, coordinating and implementing a national program for women's business enterprise.
- Executive Order 12432 of July 14, 1983 - Minority business enterprise development
- Sections 285.525 through 285.555 of the revised Statutes of Missouri, 2000 –Unauthorized Aliens
- Anti-Discrimination Against Israel Act (RSMo. § 34.600) (If applicable)

47. **SEVERABILITY**

The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

48. **SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

49. **WAIVER**

CDA's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of CDA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

50. **WARRANTIES AND REPRESENTATIONS**

The individual executing this Agreement on behalf of the Subrecipient represents and warrants that he/she possesses full authority to execute this Agreement.

51. **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between CDA and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications, representations, proposals or agreements, whether oral or written. Neither CDA nor the Subrecipient have been induced to make or enter into this Agreement by reason of any oral or written agreement or representation other than as contained herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of St. Louis acting through the Community Development Administration and the Subrecipient have executed this Agreement as of _____.

#Subreceptent Name

City of St. Louis Community Development
Administration Executive Director

Signature Date
Printed Name: _____
Federal ID: _____

Signature Date

City of St. Louis Comptroller

City of St. Louis Register

Signature Date

Signature Date

City of St. Louis City Counselor
Approved as to form only:

Signature Date

Appendix A
Project Description and Eligible Activities

A. **Project Name:** [INSERT PROJECT NAME]

Mission Statement:

[INSERT HERE]

The Subrecipient shall complete a minimum of the following objectives in a manner acceptable to CDA, in accordance with the schedule, budget and conditions furnished below. CDA reserves the right to revise or otherwise alter established objectives and criteria during the program period in an effort to allow for meaningful program measurement and evaluation. The Subrecipient must provide for evaluation of their programs which measures not only their ability to satisfactorily complete program goals, objectives and criteria, but also the impact or effect their services have upon clients affected by the health crisis.

Output 1:

Criteria:

Criteria:

Criteria:

Output 2:

Criteria:

Criteria:

Criteria:

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Appendix B

Period of Performance

The stated Eligible Activities for the projects described in Appendix A will be performed during the following periods:

Project Name: [INSERT PROJECT NAME]

Proposed Period of Performance: Insert start date and end date

Appendix C

Schedule of Disbursements

The disbursement of funds under this Award will follow the below payment schedules. The Subrecipient shall provide invoices, receipts, payroll registers, and other supporting documents to demonstrate compliant use of SLFRF funding.

Total disbursement shall not exceed the award amount of **\$XXX,XXX** in aggregate.

The Monthly Financial Data Reports (Appendix F) will be used to track and to demonstrate that the Subrecipient have spent down each advance. The Subrecipient must show that 90% of the last funding tranche was spent on eligible activities in accordance with the approved budget.

All funding must be spent by September 30, 2026. Any funds not spent by September 30, 2026 will be forfeited.

Funding Tranche	Milestone	Disbursement Amount
1	Contract Execution	25%
2	Monthly Financial Data Reports and supporting documentation demonstrate 90% of Tranche 1 has been spent on eligible activities	25%
3	Monthly Financial Data Reports and supporting documentation demonstrate 90% of Tranche 2 has been spent on eligible activities	25%
4	Monthly Financial Data Reports and supporting documentation demonstrate 90% of Tranche 3 has been spent on eligible activities	20%
5	Monthly Financial Data Reports and supporting documentation demonstrate 90% of Tranche 4 has been spent on eligible activities	5%

Appendix D
Project Budget

PROJECT NUMBER:

PROJECT:

SUBRECEIPIENT:

DATE:

The following outlines the program budget for all costs for which funds awarded by the CDA may be used. Changes may be made to the Budget following the procedure outlined at section 5.

[INSERT PROJECT NAME]				
Performance Period: INSERT				
Cost	Category	Budget Item	Amount	Description
ACCOUNT NUMBER	COST CATEGORY	LINE ITEM #1	\$XXXXXX	ADD DESCRIPTION
		LINE ITEM #2	\$XXXXXX	ADD DESCRIPTION
		LINE ITEM #3	\$XXXXXX	ADD DESCRIPTION
			TOTAL:	\$XXXX

Appendix E
Monthly Programmatic Data Report

The Subrecipient agrees to submit to CDA a Programmatic Data Report for the previous quarter, due on the dates specified below. The required metrics to be reported in each Programmatic Data Report are as follows:

Appendix F
Monthly Financial Data Report

Appendix G
Duplication of Benefits Certification

In consideration of The Subrecipient's receipt of funds or the commitment of funds by CDA, the Subrecipient hereby assigns to St. Louis, Missouri all of the Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the federal government or any other source of funding that were the basis of the calculation of the portion of SLFRF Funds transferred to the Subrecipient under this Agreement. Any such funds received by the Subrecipient shall be referred to herein in this Appendix as "Additional Funds."

Additional Funds received by the Subrecipient that are determined to be a Duplication of Benefits ("DOB") shall be referred to herein as "DOB Funds." The Subrecipient agrees to immediately notify CDA of the source and receipt of Additional Funds related to the COVID-19 pandemic. The Subrecipient agrees to reimburse CDA for any Additional Funds received if such Additional funds is determined to be a DOB by CDA, the State awarding agency, the Federal awarding agency, or in the course of an audit. The Subrecipient further agrees to apply for Additional Funds that the Subrecipient may be entitled to under any applicable disaster program in an effort to maximize funding sources available to the Subrecipient and St. Louis, Missouri.

The Subrecipient acknowledges that in the event that the Subrecipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the SLFRF Funds under this Agreement, the Subrecipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the City of St. Louis, Missouri shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Subrecipient ([INSERT SUBRECIPIENT NAME]):

Signed:

Printed Name:

Title:

Date:

Appendix H

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ. FOR ALL AGREEMENTS AND AWARDS IN EXCESS OF \$5,000.00 EFFECTIVE 1/1/2009

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

Before me, the undersigned Notary Public, in and for the City of St. Louis, State of Missouri, personally appeared _____ who is the _____ of _____, a _____ corporation, and after being duly sworn did depose and say:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted Services; and

(2) That said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted Services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit. (An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) - a valid, completed copy of the first page identifying the employer and a valid copy of the signature page completed and signed by the employer, the Social Security Administration and the Department of Homeland Security.)

By: _____

Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me this _____ day _____ of, 2024.

Notary Public
Print Name: _____

My commission expires:

Appendix I

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT

STATE OF MISSOURI)
)SS.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST
ISRAEL ACT

Before me, the undersigned Notary Public, personally appeared _____, who, by me being duly sworn, deposed as follows:

My name is _____. I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (Position/Title) of _____.

I have the legal authority to make the following assertion and certification and do hereby certify that:

Pursuant to RSMO. Section 34.600, _____ is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the state of Israel; or persons or entities doing business in the state of Israel.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires:

Appendix J
Insurance Certification

Appendix K

[Supplement to Required Contract Provisions]

RESOLUTION No. 3003

MEMORANDUM

To: Board of Commissioners

Through: Latasha Barnes, Interim Executive Director

From: Carla Matthews, Acting Director of Operations for HCV

Date: March 13, 2024

Subject: Resolution No. 3003
Authorizing and Approving the Revised Housing Choice Voucher Payment Standards

Board approval is requested to increase the current Payment Standard for the Housing Choice Voucher program from Tier 1 at 100 percent to Tier 2 at 120 percent. The proposed Payment Standards include three tiers; 1, 2, and 3. The respective tiers are calculated based on 100% of FMR (Tier 1), 120% of FMR (Tier 2), and 110% of SAFMR (Tier 3). The additional payment standards (Tiers 2 and 3) support the Mobility Connection program. The Mobility Connection program helps families participating in the Housing Choice Voucher program to move to units located in high opportunity areas.

Final 2024 Payment Standards			
	100FMR	120FMR	110SAFMR
Bedroom Size	Tier 1	Tier 2	Tier 3
0 Bedroom	\$928	\$1,113	\$1,232
One	\$972	\$1,166	\$1,287
Two	\$1,209	\$1,450	\$1,606
Three	\$1,565	\$1,878	\$2,079
Four	\$1,818	\$2,181	\$2,409
Five	\$2,090	\$2,508	\$2,314
Six	\$2,363	\$2,836	\$3,131
Seven	\$2,636	\$3,163	\$3,493

Authorizing and Approving the Revised Housing Choice Voucher Program Payment Standards

WHEREAS, it is necessary to revise the Housing Choice Voucher Payment Standards to be consistent with current regulatory requirements; and

WHEREAS, the revised Housing Choice Voucher Payment Standards replaces the previous Housing Choice Voucher Payment Standards; and

WHEREAS, the revisions were made to provide a wider selection of housing options to the Housing Choice Voucher participants; and

WHEREAS, the revised Housing Choice Voucher Payment Standards complies with all applicable Federal rules and regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ST. LOUIS HOUSING AUTHORITY THAT:

1. The revised Housing Choice Voucher Payment Standards is hereby adopted and approved.

EXECUTIVE DIRECTOR REPORT

MEMORANDUM

To: Board of Commissioners

From: Latasha Barnes, Acting Executive Director

Date: March 22, 2024

Subject: Executive Director Report

I am pleased to present the report below for your consideration. The Monthly Activity Report, also presented for your review, provides additional and specific information related to SLHA activities.

Clinton-Peabody Announcements: In March 2023, SLHA and POAH submitted a Community Project Funding request to Congresswoman Cori Bush's office to support the redevelopment of Clinton-Peabody. We are pleased to announce that SLHA was recently awarded \$1,666,279 in Community Project Funds to further this effort. Danielle Spradley, Outreach Director for the Office of Congresswoman Cori Bush, joined us at the monthly resident meeting to share the good news with residents.

SLHA had the honor of hosting Clinton-Peabody site visits for several distinguished guests: Lieutenant Governor Mike Kehoe; Danielle Spradley, Outreach Director for the Office of Congresswoman Cori Bush; Jared Boyd, Chief of Staff for Mayor Tishaura Jones; Grace Kyung, Senior Strategic Initiatives Manager for Mayor Jones; and Nahuel Fefer, Executive Director of the Community Development Administration. The site visits provided an opportunity for the redevelopment team to educate officials, build relationships, and garner consensus around the new vision for Clinton-Peabody.

Supplemental Police Contract: Police staffing shortages are a complex issue facing many communities nationwide, and St. Louis is no exception. As a result, SLMPD has experienced challenges staffing the supplemental police contract. SLHA recently met with Lieutenant Colonel Kreisman and Captain Pierre Benoist to discuss concerns and identify mutually beneficial solutions. We discussed alternative approaches to address communication barriers and improve collaboration. Through continued discussion, we can find a solution that strengthens public safety and delivers on our commitment to our residents.

Property Management: Increasing occupancy in public housing remains a high priority for SLHA. To move families into decent, safe, and sanitary housing, SLHA utilizes Capital Funds to rehabilitate/modernize units; meets with property management staff regularly to track current and future vacancies (and discuss solutions); and meets with HUD regularly to provide an update, among other things.

As reflected in our Physical Needs Assessment, many units and buildings within our portfolio require extensive repairs and updates due to prolonged deferred maintenance and

disinvestment on the federal level. The need for additional funding for public housing can be seen across the country, as housing authorities are tasked year after year with doing more with less. SLHA continues to work to reposition assets to stabilize property portfolios and increase occupancy per our current Strategic Plan.

Parkview Designated Housing Plan: Per the most recent Annual Plan and HUD-approved Designated Housing Plan, SLHA has begun efforts to convert Parkview Apartments to an "elderly only" facility. SLHA recently formed a transition team, started developing a relocation strategy for non-senior residents, and met with community partners and funders to identify collaboration opportunities.

Housing Choice Voucher Utilization and Performance: SLHA is focused on improving relationships with landlords, increasing voucher utilization, and reducing the recertification backlog. Names are being pulled from the waitlist, and new vouchers are being issued regularly. Several barriers have resulted in families' slow lease-up, including the lack of quality, affordable housing in St. Louis and discrimination based on source of income. SLHA continues to work with local partners to identify viable solutions to these barriers.

Community Collaboration Efforts: SLHA is proud to partner with Cherokee Federal, United States Citizenship and Immigration Services (USCIS), U.S. Office of Refugee Resettlement (ORR), Missouri Office of Refugee Administration, U.S. Department of Housing and Urban Development (HUD), and local Resettlement Agencies in their efforts to host a regional Afghan Support Center, February 28, 2024 through March 2, 2024. The Afghan Support Center served as a "one-stop-shop," offering various information, direct services, and service coordination to support new Americans in their resettlement and integration experience. In collaboration with regional housing leaders and HUD officials, SLHA shared the importance of providing diverse housing opportunities that enhance the quality of life for the communities.

Staff Development: On February 28, 2024, SLHA held an agency-wide staff meeting with training on Trauma-Informed Care and De-Escalation Tips for Housing Providers by Compass Health Network to enhance customer relations and improve outcomes for clients and staff. The meeting also included training on SLHA's Language Access Initiative and the distribution of "I Speak" Language Identification Guides to ensure limited English proficient persons are provided meaningful access to all SLHA programs and services.