

**CITY OF MARYVILLE, MISSOURI  
FAÇADE IMPROVEMENT GRANT PROGRAM**

**GRANT AGREEMENT**

**THIS FAÇADE IMPROVEMENT GRANT PROGRAM AGREEMENT** (“Agreement”) is made and entered into between the CITY OF MARYVILLE, MISSOURI, a municipal corporation in and of the State of Missouri (“City”), and \_\_\_\_\_ (“Recipient”).

**WITNESSETH THAT:**

**WHEREAS**, the City is in receipt of funding under the American Rescue Plan Act of 2021 (“ARPA Act”) and wants to support local projects that will benefit neighborhoods, businesses and communities who have been adversely impacted by COVID-19, with special emphasis on Qualified Census Tracts as defined by US Housing and Urban Development by making grants available for associated project costs; and,

**WHEREAS**, the City instituted a program that would allow for commercial businesses, property owners, and non-profit organizations to apply for some of the funding provided to the City under ARPA; and,

**WHEREAS**, the Recipient applied for and has been awarded the City of Maryville Façade Improvement Grant (“Façade Grant”) in the amount of \_\_\_\_\_; and,

**WHEREAS**, the City believes it is in the best interest to award Recipient a Façade Grant.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, City and Recipient agree as follows:

**ARTICLE 1. RECIPIENT.**

[Short explanation of who recipient is, type of business, etc.]

**ARTICLE 2. PAYMENT.**

City will provide Recipient a City Grant in the amount not-to-exceed \_\_\_\_\_ (“Grant Amount”) within three (3) weeks of the full execution of this Agreement. Recipient hereby acknowledges and agrees that it shall only use the Façade Grant for Eligible Expenses, as defined below. Any expenses incurred by Recipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the City.

**ARTICLE 3. ELIGIBLE EXPENSES AND REPORTING.**

The City and Recipient agree that the items identified as “Eligible Expenditures” in Exhibit A, attached hereto and incorporated herein, shall be considered “Eligible Expenses” that Recipient may use the City Grant for. The City and Recipient agree that the items identified as “Ineligible Expenditures” in Exhibit A are expenses that

Recipient is not permitted to use the City Grant funds on. In the event there is a question about whether an expense is an Eligible Expense, Recipient shall reach out to the City for clarification prior to spending any funds on the expense in question.

Recipient shall provide the City with supporting documentation in accordance with, and in the proper form of, Exhibit B attached hereto and incorporated herein. All supporting documentation requested in Exhibit B shall be attached at the time of submission and the City retains the right to ask Recipient for any additional documentation as necessary to satisfy this requirement and Recipient agrees to comply with said request. Failure to satisfy this requirement shall be considered a breach of this Agreement and the City shall have the right to pursue Recipient accordingly.

#### **ARTICLE 4. TIMELINE.**

Recipient hereby acknowledges and agrees that all Eligible Expenses will be obligated by December 31, 2024 and expended by December 31, 2026. Failure to meet either deadline shall result in a return of all non-expended funding to the City within five (5) business days.

#### **ARTICLE 5. RECIPIENT REPRESENTATIONS**

Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

2.4.2.1 Recipient is a non-profit or for-profit organization that is in good standing.

2.4.2.2 Recipient's project is located within the City of Maryville.

2.4.2.3. Recipient was operating as a non-profit or business organization for the entire calendar year of 2020.

2.4.2.4. Recipient has no outstanding tax liens or judgements, excluding 2020 property taxes; and,

2.4.2.5. Recipient's business started operating prior to March 3, 2021.

In the event Recipient's representations under this Article 5 are discovered to be untrue, Recipient shall return all funding provided under the City Grant in the full Grant Amount to the City within five (5) business days.

#### **ARTICLE 6. SPECIFIC CONDITIONS.**

A. Recipient shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds. Recipient shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless the City of Maryville once review is complete.

B. If it becomes necessary to review, audit, or for verification purposes, Recipient shall allow City to inspect applicable, confidential records.

C. Recipient agrees to supply additional information upon reasonable request by the City and to cooperate

in any audit or review of the funding provided hereunder.

**ARTICLE 7. TERM AND TERMINATION.**

This Agreement shall terminate \_\_\_\_\_ unless extended to a later date by amendment and may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Recipient's assets is appointed by a court of competent jurisdiction.
2. Recipient is divested of its rights, powers, and privileges under this Agreement.
3. Recipient's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Recipient to remedy such failure within thirty (30) days from the date of written notice from City.
4. Recipient's violation of any applicable federal, state, or local law applicable to the City Grant or ARPA Act.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Recipient desires to terminate this Agreement.

In the event of early termination and if City provided any funds to Recipient hereunder, Recipient shall repay to City within ten (10) business days from the effective date of termination all funds provide hereunder and, upon such repayment, Recipient shall be release from its obligations hereunder, except those relate to auditing. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds ae actually received by City. If no funs were provided, the parties shall be immediately relieved of their obligations hereunder.

**ARTICLE 8. INDEMNIFICATION.**

Recipient shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, an agents from and against all claims, losses, damages, and expenses (including reasonable attorney's fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Recipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient's failure to comply with federal, state, and local laws, including (as applicable).

**ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.**

Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section \_\_\_\_\_ of the Municipal Code of Maryville constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option.

**ARTICLE 10. RECORDS AND RETENTION**

Recipient shall use Generally Accepted Accounting Principles (“GAAP”) or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the City Grant. All costs and expenditures for which Recipient will be ranted hereunder shall be supported by properly executed invoices, contracts, vouchers, and other accounting documents and other evidence (collectively, “Records”). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as City may reasonably request, Recipient shall make available to City, the Auditor of the State of Missouri, the federal government and any of its departments and agencies, and any of their designees, all of tis Records related to this Agreement. Recipient shall permit City, the Auditor of the State of Missouri, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all the contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to maters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Recipient and made available for review by City, the Auditor of the State of Missouri, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the three-year period, Recipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

**ARTICLE 11. TAX REPRESENTATION.**

Recipient certifies that, as the date of execution, it does not owe any delinquent taxes to the City of Maryville and/or does not owe delinquent taxes for which Recipient is liable under Missouri Revised Code, or if such delinquent taxes are owed, Recipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Missouri or an agent, or instrumentality thereof, or Recipient filed a petition for bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Recipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Missouri Revised Code governing payment of those taxes.

**ARTICLE 12. GENERAL PROVISIONS.**

- A. Conflict of Interest. Recipient represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party’s self-interest and this agreement or public interest in any manner or degree. Recipient further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.
- B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or in performance by either party must be brought in a court of competent jurisdiction in Nodaway County, Missouri.
- D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable is approved by the City Council of the City of Maryville, Missouri.
- E. Waiver. A waiver by City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect City’s rights with respect to any other or further breach.
- F. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Recipient.
- G. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage, prepaid, return receipt requested or delivered personally, and addresses as follows:

For City:                      City Hall  
  Attn: City Manager  
  415 N. Market  
  Maryville, MO 64468

For Recipient:

H. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

**IN WITNESS WHEREOF**, City and Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

**RECIPIENT**

\_\_\_\_\_

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

Its: \_\_\_\_\_

**CITY OF MARYVILLE, MISSOURI**

\_\_\_\_\_

City Manager

\_\_\_\_\_

Date: