

AGREEMENT

This Agreement (the “Agreement”) is entered into on this 2nd day of September 2026, by and between ABILITIES FIRST (“Board”) and CITY OF REPUBLIC (“Business Associate”).

Preliminary Recitals

The Board exists pursuant to Sections 205.968 through 205.970 RSMo, as the Developmental Disability Board for Greene County, Missouri, with a mission to promote inclusive opportunities for people with developmental disabilities with an emphasis on “normal living.”

Business Associate is a Missouri constitutional charter city and municipal corporation and is qualified to receive funding from the Board.

Section 205.970 (3) of the Missouri Statutes provides that the Board may contract with Business Associate to provide services relating in whole, or in part, to the services which the Board itself may provide persons with developmental disabilities. It is the desire of the parties to enter into this Agreement pursuant to the above statute by providing funding to Business Associate under the terms, provisions, and conditions herein set forth.

Business Associate has applied with Abilities First for funding using the online application system implemented by Abilities First, and Business Associate hereby certifies that all information provided in its application remains true and accurate in all respects.

The Project Number and Contract Number for this funding Agreement is **26-21-971.**

I

Funding Agreement

The Board agrees to provide funding in the amount of up to Thirty Nine Thousand Three Hundred and No/Dollars (\$39,300.00) to be used by the City of Republic as part of The Clean Start Initiative to support the remodeling of the building at J.R. Martin Park, including the installation of a universal changing table, ensuring people of all abilities and ages have access to safe, dignified care.

The Board gives preference to its funds being used for inclusive opportunities in the community.

If, in the sole and absolute discretion of the Board, it appears that Business Associate is not engaging in inclusive opportunities through activities funded by this Agreement, this Agreement shall be terminated, and the Board may require that all funds be returned to the Board.

II

Conditions

The funding is provided in accordance with Board approved allocation of 2025 surplus funds. All information provided by the Business Associate in its electronic funding application with the Board is incorporated as part of this Agreement. The Business Associate represents that all information in the electronic application remains true and is made a part of this Agreement. Business Associate understands

and agrees that it is responsible for ensuring that all Board funds are used only for individuals eligible under the Board's policies.

This agreement shall be effective January 1, 2026 through December 31, 2026. Final invoices are due no later than fourteen (14) calendar days of the expiration of the Agreement unless otherwise stated in the Agreement or agreed to in writing by the Parties. The Board shall have no obligation to pay any invoice submitted after the due date.

Every consumer must choose to receive the service being provided.

Statements submitted for funding from the Board shall be accompanied by all necessary and requested documentation and will be paid upon approval of said invoices or statements as signified by the signature of the Board's President/CEO.

III

The President/CEO of the Board shall monitor and evaluate the provisions of this Agreement and Business Associate shall give said President/CEO its full cooperation. Within one year of the date of the execution of this Agreement, the Board may, if it chooses, prepare an evaluation report on the project. Business Associate shall cooperate with the Board by providing all information pertinent to the project.

At the Board's request, Business Associate shall submit a complete report of the expenditure of funds provided by the Board to the President/CEO within one year of the date of execution of this Agreement. The Board may, at any time during that one-year period, direct the President/CEO to examine the books of Business Associate to determine the manner in which the funds provided by the Board are being expended, and Business Associate shall grant full access to its financial records upon request.

IV

Business Associate shall not represent itself as a County or State agency nor as performing a state function. Business Associate shall conform to all laws, rules, and regulations applicable to its operations. The Board does not assume any responsibility or obligation for the acts of Business Associate or the acts of Business Associate's employees. Nothing in this Agreement shall be construed as a waiver of any immunity, defense, limitation of liability, or other protection available to the City under Missouri law.

Material violation of the conditions and funding herein provided for, in the sole discretion of the Board, shall be cause for cancellation of this Agreement.

V

This Agreement shall be terminated if funds are not available at a sufficient level to fund the Agreement, or in the event of a change in law relevant to the contract, the obligations of each party may, at the sole discretion of Abilities First, may be terminated in whole or in part, effective immediately or as determined by the Board, upon written notice to Business Associate from the Board. This Agreement may also be terminated by either party without cause by giving sixty (60) days' advance written notice to the other party at its principal address.

It is the policy of the Board to provide services to all persons without regard to race, color, national origin, religion, sex, age, or disability. No person shall be excluded from participation in or be denied the

benefits of any service, or be subject to discrimination because of race, color, national origin, religion, sex, age, or disability.

Furthermore, it is the policy of the Board to terminate any and all Agreements with Business Associate, if, in the judgment of the Board, Business Associate discriminates in providing its services.

In the event Business Associate at any time fails or refuses to perform according to the terms of this Agreement, as determined by the Board, such failure and refusal shall constitute a default hereunder, and the Board will be relieved of any further obligation to make payments to Business Associate as set out herein and this Agreement may be terminated at the option of the Board.

Notwithstanding any other payment provision of the agreement, if Business Associate fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the State of Missouri, or Greene County, the Board may withhold payment or reject invoices under the Agreement.

Termination shall not require the City to return funds properly expended for eligible project costs in accordance with this Agreement before the effective date of termination.

VI

Impact Reporting

Business Associate shall submit documentation demonstrating the impact of the funded project, program, service, or initiative and how the funding promoted inclusive opportunities for people with developmental disabilities. The following materials shall be provided:

A. Impact Narrative

1. A written narrative of at least 250 words describing how the funding was used and the outcomes achieved.
2. The narrative shall include, as applicable, specific examples such as the number of people served, types of services provided, and any measurable improvements in independence, inclusion, or participation in community life.

B. Photo Documentation

1. At least one high quality photo in JPEG or PNG format, minimum 300 dpi, that visually represents the funded project, program, service, or event.
2. Business Associate is responsible for obtaining all necessary consents and releases for any individuals featured in submitted photos.

C. Progress and Final Reporting

1. Business Associate shall provide at least one brief progress update during the funding period and a final impact report at the conclusion of the funded program year.
2. Such updates shall include a description of activities completed, audiences reached if applicable, and any measurable outcomes achieved.
3. All required documentation shall be submitted to Crystal Collins at ccollins@abilitiesfirst.net in accordance with deadlines established by the Board.

D. Use of Submitted Materials

1. Submitted narratives, photos, and related materials may be used by Abilities First in media releases, presentations, on the Abilities First website, in social media, and in the Annual Report.

VII

Public Awareness and Outreach

Business Associate agrees to implement the public awareness and outreach plan submitted with its funding application, which is incorporated into this Agreement by reference. Business Associate shall carry out the outreach activities described in the application, including efforts to engage participants, employers if applicable, and community partners.

Business Associate shall acknowledge the Board's support, as appropriate, through its website, social media, print materials, and other public facing communications related to the funded project, program, service, or initiative.

The Board may request updates regarding outreach efforts during the funding period. If outreach activities are not implemented substantially as described in the application or are determined to be inconsistent with the mission of the Board, the Board may request reasonable modifications.

Funding Recognition and Signage:

Business Associate shall publicly acknowledge Abilities First as a funding partner for the funded project, program, service, or initiative.

For projects involving a permanent or semi-permanent physical space, facility improvement, equipment installation, or other visible capital investment, Business Associate shall display appropriate recognition of Abilities First at or immediately adjacent to the funded area. Recognition shall include the Abilities First name and/or logo and language substantially similar to:

- Funded by Abilities First.
- Funded in part by Abilities First.

Signage shall be placed in a reasonably visible location and maintained for the useful life of the funded project, space, or equipment, unless otherwise approved in writing by Abilities First.

The location, size, design, wording, and use of the Abilities First name or logo shall be coordinated with and approved by Abilities First prior to production or installation.

Business Associate shall also acknowledge Abilities First, as appropriate, in public-facing communications regarding the funded project, including websites, social media, print materials, media releases, events, and other promotional materials.

VIII

Social Media Collaboration

Business Associate shall participate in coordinated social media promotion related to the funded project, program, service, or initiative as reasonably requested by Abilities First during the funding period. Such participation shall include the following:

1. Collaborator Posts

Business Associate shall accept at least two collaborator post requests from Abilities First on Instagram and/or Facebook during the funding period, when such posts relate to the funded project, program, service, or initiative. Business Associate shall make reasonable efforts to accept collaborator requests in a timely manner so content may be shared in alignment with project milestones, events, or campaign activities.

2. Additional Promotion

Business Associate may be asked to share or repost additional Abilities First content related to the funded project, program, service, or initiative in support of public awareness and outreach efforts.

3. Purpose

The social media collaboration described in this section is intended to acknowledge the Board's funding and support Abilities First's efforts to promote inclusive opportunities in the community.

VIII

MISCELLANEOUS

This Agreement shall be interpreted in accordance with laws of the State of Missouri.

Nothing in the project contemplates City receipt, creation, maintenance, or disclosure of protected health information.

The undersigned representative of the organization receiving funding pursuant to this agreement, by signing below, certifies that all information submitted in the online application is true and accurate, and is a material part of this funding agreement and is incorporated herein by this reference. The undersigned is authorized to sign this agreement on behalf of the applicant and understands that Abilities First will retain an electronic copy of the funding application that was submitted online.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day first written above.

ABILITIES FIRST


President/CEO, Abilities First

CITY OF REPUBLIC

Mayor, City of Republic

Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009 and Section 292.675 RSMO, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000.00) by the state or by any political subdivision of the state (e.g.,) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm it enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over five thousand dollars (\$5,000.00). RSMO 285.530 does not apply to solicitations for commodities only. If a solicitation is for services and commodities, RSMO 285.530 applies if the services portion of the solicitation is over five thousand dollars (\$5,000.00).

Abilities First, in order to comply with sections 285.525 through 285.550 and 292.675 RSMO, requires as a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000.00) the contractor shall submit the following documents:

Required Affidavit for Contracts over \$5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. That 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 Company does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)).

Copies of affidavits can be found and downloaded on the Greene County Purchasing website: <http://www.greenecountymo.org/purchasing/index.php>.

Greene County encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/zprevprot/programs/gc 1185221678150.shtm> or by calling **888-464-4218**.

If you have any questions, please contact Abilities First, President/CEO at (417) 886-0404.

Affidavit of Compliance with Sections 285.525 through 285.530, RSMo
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ (Name) who is _____ (Title) of the City of Republic, Missouri, a constitutional charter city and public employer as defined by Section 285.525, RSMo, and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follow:

- (1) that the City is enrolled in and actively participates in a federal work authorization program as required by Section 285.530.3, RSMo; and
- (2) that the City does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

The terms used in this affidavit shall have the meaning set forth in Sections 285.525 through 285.530, RSMo. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Signature

Name: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission expires: _____

**Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009**

STATE OF Missouri)
COUNTY OF Greene) ss.

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Maggie Rollwagen (Name) who is President / CEO (Title) of Abilities First (Name of Company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follow:

- (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.

Maggie Roll
Signature

Name: Maggie Rollwagen

Subscribed and sworn to before me this 11th day of September, 20 26.

Christine D Turner
Notary Public

My Commission expires: 7/12/2027

