

**METROPOLITAN ST. LOUIS SEWER DISTRICT
CAPITAL IMPROVEMENT REPLACEMENT PROGRAM**

COMMUNITY BENEFITS AGREEMENT

This Community Benefits Agreement (“CBA”) dated as of the 4th day of December, 2013, is entered into by and between the Metropolitan St. Louis Sewer District (“MSD”) and the signatory St. Louis area community groups and organizations (“Signatories”). This agreement shall be operative from the date of its full execution by the Parties through December 31, 2033. This agreement may be amended by agreement of the parties. If any party to this agreement is unable to agree upon any proposed amendment to this CBA then that party’s continued inclusion in this CBA shall be subject to termination pursuant to Section XI of this agreement.

RECITALS

A. MSD is a municipal corporation and political subdivision of the State of Missouri, established by Section 30 of Article VI of the Missouri Constitution.

B. Pursuant to the Consent Decree entered on April 27, 2012, MSD will make massive improvements to its sewer system located throughout St. Louis City and County. This undertaking is known as MSD’s Capital Improvement Replacement Program (“CIRP”).

C. MSD acknowledges its intent to collaborate with the Signatories to implement this CBA in order to insure the flow of economic and educational benefits derived from the CIRP to the St. Louis City and County communities.

D. The Signatories acknowledge their intent to refrain from all litigation associated with or in any way related to the CIRP and to further refrain from any and all demonstrations or visible actions designed to advocate a position on a particular issue that may obstruct MSD business arising from or in any way related to the CIRP.

E. The Signatories include the National Association for the Advancement of Colored People (NAACP), the Coalition of Black Trade Unionists (CBTU), Metropolitan Congregations United (MCU), the Construction Prep Center, the National Society of Black Engineers (NSBE), MOKAN, and the Metropolitan Clergy Coalition (MCC).

F. MSD believes that an important goal of the CBA is to facilitate the return of unemployed or underemployed journeyman and apprentice minority and women workers in sewer related occupational titles (or occupations) to work on its projects. The district intends to structure its inclusion programs with this goal in mind. Any gap that remains in achieving established workforce goals would be the target of CBA training programs.

G. The St. Louis Building and Construction Trades Council August 8, 2012 letter memorializes that the St. Louis Building and Construction Trades Council, the Carpenters’ District Council of Greater St. Louis and Vicinity and the Eastern Missouri Laborers’ District Council agree the best way to support the results of the MSD Disparity study will be to apply the percentage guidelines determined to be appropriate by the study on a trade by trade basis. If applied in this manner each skilled trade Union pledges to follow the percentage guidelines of the study when referring and/or recruiting minorities and women for MSD projects.

H. The MSD Executive Director is authorized to enter into this CBA by Ordinance No. 13734, adopted October 10, 2013.

PURPOSE

The purpose of this CBA for the MSD CIRP is to provide for a concerted and coordinated effort on the part of MSD and the Signatories, to maximize the economic and educational benefits of the project to the St. Louis City and St. Louis County communities. Through this CBA, the parties to this agreement will generate job training and employment opportunities targeted to community residents in need of training and employment; will generate business opportunities for St. Louis area Minority owned and Women owned businesses and will generate internship and other educationally related opportunities to targeted community school children.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises herein contained MSD and the Signatories, agree as follows:

I. DEFINITIONS.

As used in this CBA, the following capitalized terms shall have the following meaning. All definitions include both the singular and plural form.

“Area Median Income” shall mean the area median income, as adjusted for family size for the St. Louis Metropolitan Area as determined by Federal, State or Local agencies charged with the responsibility of publishing such information.

“CBA” shall mean the Community Benefits Agreement.

“Contract Award Process” shall mean the process through which Project Contracts are awarded through RFP, responsive bid and contract award consistent with Missouri statutes and the MSD Charter Plan.

“First Source Hiring Program” shall mean the program established under this CBA designed to identify Targeted Applicants to Project Contractors.

“Independent Third Party Monitor” shall mean a company or person contracted to perform compliance monitoring on the project.

“Job Training Program” shall mean the program established under this CBA designed to train and prepare low income unemployed individuals for employment in the MSD CIRP.

“Job Training Program Coordinator” shall mean the person(s) or entity responsible for administration of funds for Job Training Programs and development of the First Source Hiring Program eligibility list system.

“Low Income Unemployed or underemployed individuals” shall mean individuals whose household income is no greater than that defined in MSD’s Disparity Study adjusted for household size, who has been unemployed or underemployed for at least one year, and who reside in the MSD service area. To be included, but not limited to, are those individuals who (1) have received public assistance through

the Temporary Assistance for Needy Families Program within 18 months of applying for a job or job training in a Project Job: (2) any individual who is homeless; (3) an ex-offender; or (4) an individual who is chronically unemployed as defined by the U.S. Department of Labor.

“MBE” shall be defined pursuant to MSD’s MWBE Utilization Program policy.

“Metropolitan St. Louis Sewer District Capital Improvement Replacement Program” shall mean the construction projects required to improve MSD’s sewer system, located in St. Louis City and County.

“MSD” shall mean the Metropolitan St. Louis Sewer District.

“Qualified Job Training Organization” shall mean any job training service provider with a proven track record in providing training, to individuals eligible for job training, as required under this CBA.

“Party” shall mean MSD and/or the Signatories.

“Pre-apprenticeship Program” shall mean any job readiness and job training program designed to prepare individuals to enter apprenticeship programs.

“Project Contract” shall mean a contract awarded by MSD and pertaining to the MSD CIRP, and subcontracts of any level working under said awarded contract.

“Project Contractor” shall mean any entity awarded a Project Contract and subcontractors of any level working under a Project Contract. Project Contractor shall also include a Project Lessee and a Project Licensee.

“Project Jobs” shall mean all jobs performed as part of the MSD CIRP, pursuant to contract with MSD.

“Project Lessee” – shall mean any entity that leases or subleases any property owned by MSD and pertaining to the CIRP.

“Project Licensee” – shall mean any entity issued a licensed, contract, or permit by MSD for operations that pertain to the CIRP. Project Licensee shall not include entities that are performing CIRP work funded by MSD where the CIRP work is incidental to the intent, size, and scope of other work being performed by that entity and the MSD funded work is being performed to provide coordination with the entities project.

“RFP” shall mean Request for Proposals.

“Sewer-related Occupational Titles” shall mean any occupational title as defined by the State Division of Labor (Prevailing Wage Act), for which the employer is MSD or project contractors and the job is performed as part of the MSD CIRP.

“Signatories” shall mean the St. Louis area community groups and/or organizations that are original signers of this CBA or who sign this CBA subsequent to the original signers. They shall include only recognized community, labor and church based groups, including unincorporated associations, which have proven histories of community, labor or spiritual service to the St Louis Metropolitan community. There will be a commitment by each signatory to perform their duties in good faith and in a manner they reasonably believe to be in the best interest of their members; they will be prohibited

from using their position of trust and confidence to further their private interest; and they will commit to perform their duties in accordance with applicable laws.

“Targeted Applicants” shall mean those low income unemployed or underemployed individuals living in the MSD service area as defined by MSD’s Disparity Study.

“WBE” shall be defined pursuant to MSD’s MWBE Utilization Program policy.

II. COMMUNITY BENEFITS AGREEMENT OVERVIEW.

- A. **Mutual Consideration.** The Signatories’ commitment to abide by the terms of this CBA is consideration for MSD’s commitments to abide by the terms of this CBA. MSD’s commitment to abide by the terms of this CBA is consideration for the Signatories’ commitment to abide by the terms of this CBA.
- B. The workforce goal of the CBA is to facilitate the return of unemployed or underemployed journeyman and apprentice minority and women workers in sewer related occupational titles (or occupations) to work on its projects. Any gap that remains in achieving established workforce goals is the target of CBA training programs.

III. DISPARITY STUDY.

- A. The purpose of the current Board approved MSD Disparity Study (MSD disparity study) is to determine if there is a disparity between the number of minority and women-owned businesses and workers within the local market area that are ready, willing and able to provide sewer construction, building construction, engineering professional services, non-engineering professional services, supplies and contractual services for MSD contracts, and the number of these same business types and workers that are actually participating in these same types of contracts.
- B. **Incorporation into this Agreement.** The current Board approved MSD disparity study shall be attached to and incorporated into this CBA. The MSD disparity study shall be periodically updated to adequately reflect the economic conditions within the MSD service area, at that time the updated disparity study shall be incorporated into this CBA. The disparity study current at the time this CBA was executed was adopted by Resolution No. 3080 on April 22, 2013 by the MSD Board of Trustees.

IV. JOB TRAINING.

- A. **Job Training Program.** Beginning within six (6) months after the effective date of this agreement, and continuing through fiscal year 2017, MSD shall provide annual funding in the maximum annual amount of One Hundred Fifty Thousand Dollars (\$150,000) for job training for sewer related occupational titles (or occupations), which also could include Pre-Apprenticeship Programs and other support services. The need to continue a job training program will be evaluated prior to the end of fiscal year 2016 to determine if adjustments are needed in order to continue providing annual funding that meets the job training needs for sewer related occupational titles (or occupations) as detailed in the MSD Disparity Study. The reevaluation findings will be discussed by MSD and the Signatories to determine the need for inclusion into the CBA.

1. **Modification to comply with Federal and Missouri State statutes and regulations and the requirements of bond financing.** At all times, if the statutes or regulations of the United States Government or the State of Missouri or the requirements of bond financing prohibit particular job training expenditures required under this Section III.A, then MSD shall provide the funding amounts described in this section for job training expenditures that are not prohibited.
2. **Seeking Alternative Funding Sources in Case of Statutory or Regulatory Prohibition.** In the event that any Federal, State or Local Agency determines that MSD funds cannot be used for some or all of the job training activities described in Section IV.A above, MSD shall consult with regional job training organizations to identify and secure funds for any job training described in Section IV.A, with the goal of securing funding from alternative sources through fiscal year 2017. Funds secured under this Section IV.A.2. shall be administered in accordance with Section IV.B. Any funds secured from alternative sources under this Section IV.A.2 shall reduce MSD's funding commitment made in Section IV by the amount secured.
3. **Collaboration In Seeking Additional Job Training funds.** Through the end of fiscal year 2017, MSD and the Signatories shall work together to seek and secure additional job training funds from alternative sources (non-MSD sources). Any job training funds so identified and secured shall reduce MSD's funding commitment made in Section IV by the amount secured..

B. Administration.

1. **Coordination among MSD and the established government funded job training agency.** MSD may negotiate a contract between itself and a government funded training agency, under which job training funds provided under this Section IV shall be administered. MSD shall consult with the Signatories in negotiating the contract. The government funded training agency shall provide administrative and fiscal oversight over various aspects of the Job Training Program provided for in Section IV.A.

If MSD does not enter into such a contract with the government funded job training agency within six (6) months of the effective date of this Agreement, MSD shall initiate a Contract Award Process for a contractor to perform the administration described in this Section IV.B.

Regardless of what entity performs the administration, MSD shall ensure that job training funded under this Section IV commences within six (6) months after the effective date of this agreement.

2. **Provisions of Contract.** Under the contract described in Section IV.B.1, training paid for with funds provided under Section IV.A shall be performed by Qualified Job Training Organizations that are selected in accordance with MSD procurement policies. The established government funded job training agency or contractor shall consult with MSD and the Signatories semi-annually regarding the progress of the job training provided under this Section IV.A and shall provide an opportunity for consultation with the Signatories on program design issues during the development of applicable Requests For Proposals ("RFP").

3. Limitation of Administrative Costs. At least ninety percent (90%) of the funds provided by MSD under this Section IV.A shall be provided by to Qualified Job Training Organizations under contract awards, rather than retained as compensation for services provided under the contract with the established government funded job training agency or contractor.

C. Eligibility. Enrollment opportunities in all job training programs funded primarily by funds distributed under this Section IV shall be predominantly made available to low income unemployed and underemployed individuals.

V. FIRST SOURCE HIRING PROGRAM FOR CONSTRUCTION.

This program will be developed pursuant to the goals provided by the current MSD Disparity Study and any subsequent such study.

A. First Source Hiring Program for Project Jobs. The First Source Hiring Program shall provide early access to targeted applicants for Project Jobs, and employers shall receive prompt, cost-free eligibility lists of qualified and trained applicants. MSD shall require participation in the First Source Hiring Program with regard to all Project Jobs by any:

1. New Project Contractor and subcontractors; Project Contractor and subcontractors that enter into or receive an extension in scope of an existing Project Contract, an amendment or renewal of an existing project in which the CBA was part of the original contract.
2. During the life of this Agreement, MSD shall ensure that the First Source Hiring Program, is a material term of all Project Contracts and all amended, renewed Project Contracts and voluntary extensions of existing Project Contracts. Under these Project Contracts the First Source Hiring Program shall commence on the effective date of the Project Contract, amendment, renewal or extension. MSD shall actively monitor performance within the First Source Hiring Program by all covered employers; shall enforce the First Source Hiring Program requirements of Project Contracts and shall take any other enforcement action necessary to prevent noncompliance.
3. Nothing contained in this CBA shall require employers that are subject to collective bargaining agreements that conflict with the terms of the First Source Hiring Program, to comply with the requirements of the First Source Hiring Program.

B. Targeted Applicants. The eligibility list system developed under the First Source Hiring Program shall, to the extent permissible by law, be made up of the Low Income Unemployed and Underemployed Individuals living in the MSD service area.

C. Eligibility List System. The eligibility list system, to be designed and implemented through the joint effort of MSD, the Signatories and an established government funded job training agency or contractor selected through the Contract Award Process, will work with employers, community-based job training organizations and other community-based organizations to receive notices of job openings, to provide eligibility lists under the First Source Hiring Program and to assist in monitoring compliance with the first source Hiring Program.

1. Established government funded Job Training Agency's Development of the Eligibility List System.

In consultation with the Signatories, MSD may negotiate a contract under which an established government funded job training agency shall develop an eligibility list system. The contract shall require that in the development of this system, the established government funded job training agency shall perform outreach and build relationships to develop a network of community-based organizations that can access a large and diverse pool of job applicants. If MSD does not enter into a contract with an established government funded job training agency within 6 months after the effective date of this agreement, MSD shall complete a Contract Award Process for selection of a contractor to develop the eligibility list system.

2. Contract Award process for Development of the Eligibility List System. In the event that

MSD initiates a Contract Award Process for selection of a Contractor to develop an eligibility list system, then the RFP shall require demonstration of the ability to do outreach and build relationships to develop a network of community-based organizations that can access a large and diverse pool of job applicants and perform other functions as described in this CBA.

3. Use of Available Systems. Any entity selected to develop an eligibility list system shall

utilize established job opportunity reporting and tracking systems currently available through the St. Louis City and County workforce development system, to the extent that these systems are compatible with the functions of the eligibility list system as described in this CBA.

D. First Source Hiring Program Participants. MSD may negotiate a contract with an established government funded job training agency or contractor under which MSD shall utilize their services to facilitate the first source hiring process. MSD and the established government funded job training agency or contractor shall have the following First Source Hiring Program roles, in addition to responsibilities described elsewhere in this CBA.

1. MSD-Launch of Employer Outreach. MSD shall conduct outreach to Project Contractors to establish awareness of the First Source Hiring Program, to secure voluntary participation and/or required commitments for overall Project Contractor participation, and to familiarize Project Contractors with the established government funded job training agency's or contractor's services that are developing the eligibility list system.

2. The established government funded job training agency or Contractor-Development of Job Opportunities and Applicant Pool. The established government funded job training agency or contractor will develop and implement specific systems required to effectively match qualified priority job applicants with available Project Jobs. They will conduct Project Contractor job development functions, coordinate the development of a qualified applicant pool for Project Job opportunities and develop eligibility lists for the Project Contractors. They shall also develop and access any systems necessary to complete program performance tracking and reporting.

E. Prohibition by Federal, State or Local Agency. If any Federal, State or Local agency determines that the First Source Hiring Program is prohibited for certain Project Jobs, then

MSD shall nonetheless implement the First Source Hiring Program with regard to all other Project Jobs.

VI. MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE.

A. **MBE/WBE Utilization.** MSD shall utilize the services of qualified MBE and WBE entities, selected in accordance with MSD's MWBE Utilization Program, and shall initiate a program to enhance MBE and WBE participation in the MSD CIRP to align with the need defined by current disparity study. MSD shall consult with the Signatories on the implementation of its program to enhance MBE and WBE participation. This program shall include:

1. Targeted outreach to minority and women business enterprises and relevant business organizations within St. Louis City and St. Louis County;
2. Inclusion of minority and women business enterprises and relevant business organizations in pre-bid conferences;
3. Unbundling of project tasks into bid sizes that will allow level competition, where appropriate, without restricting project timelines;
4. Assistance in accessing bonding, insurance, procurement and other types of capacity-related assistance, where necessary.
5. Other MBE/WBE capacity building strategies as appropriate.

B. **Non-Discrimination.** MSD shall ensure that there is no discrimination against minority and women business enterprises in the Contract Award Process.

C. **Low Interest Loan Program.** MSD shall, in coordination with various governmental, private and community organizations, assist to identify and/or develop a low-interest working capital revolving loan program to assist minority and women business enterprises seeking to perform work on the MSD CIRP.

D. **Contract Award Process.** MSD may negotiate a contract between itself and a government funded training agency to provide any of these services not being performed by in-house MSD staff. MSD shall consult with the Signatories in determining the scope of the contract. If MSD does not enter into such a contract with the government funded job training agency within six (6) months of the effective date of this Agreement, MSD shall initiate a Contract Award Process for a contractor to perform the services not being performed by in-house MSD staff.

VII. EDUCATION AND INTERNSHIP PROGRAM.

A. MSD will develop an educational enhancement and internship program in conjunction with Public schools within its service area. Through this program, school children will be introduced to the work of MSD through tours and internships at MSD facilities. MSD shall consider partnering with educational enhancement groups. MSD shall consult with Signatories on the development, implementation, and monitoring of this program.

B. MSD will continue community education efforts designed to inform the public about its various activities, such as, collaborating with the St. Louis Public Schools' Community Education Program. This education shall include prospective career opportunities arising out of its various programs.

VIII. LABOR UTILIZATION.

Except to the extent prohibited by all applicable labor and collective bargaining agreements, and all applicable State and Federal statutes, MSD will comply with the Missouri Prevailing Wage Law (MPWL) and the MSD Charter Plan. MSD shall apply to all Project Contracts the Living Wage Ordinance adopted by MSD's Board of Trustees for those occupations not covered by the prevailing wage law.

IX. COMPLIANCE MONITORING.

A. Monitoring Oversight Committee. MSD and the Signatories shall form a Monitoring Oversight Committee, which shall consist of three (3) persons selected by MSD and three (3) persons selected by the Signatories. Once per quarter, the Monitoring Oversight Committee shall meet with the MSD in-house monitoring staff or an Independent Third Party Monitor, to report on the progress of the compliance with all CBA terms with a particular focus on the Job Training Program, the First Source Hiring Program, MBE/WBE participation and work force inclusion. The Monitoring Oversight Committee may meet at more regular intervals, as needed.

B. Monitoring by MSD In-House Staff and/or an Independent Third Party Monitor. MSD will ensure that all aspects of this CBA are effectively monitored by either its own in-house monitoring staff or by an Independent Third Party Monitor, or both. Any member of the public may register a complaint with the MSD in-house staff or the Independent Third Party Monitor alleging any party's failure to comply with the terms of this CBA. Upon receipt of such complaints the MSD in-house staff or the Independent Third Party Monitor shall investigate the complaint and determine whether there has been a violation. Summaries of all complaints, investigations and determinations shall be available to MSD and the Signatories, upon request. The in-house monitoring staff or Independent Third Party Monitor shall provide monthly written reports to MSD concerning MSD's compliance with the requirements of this CBA, reported violations of the terms of this CBA, investigations of such reports and their final determinations. MSD shall require entities subject to the requirements of this CBA to provide records to the MSD in-house staff or the Independent Third Party Monitor, sufficient to conduct investigations and make determinations concerning reported violations of this CBA. For the term of this CBA, MSD shall maintain a cumulative and standardized reporting mechanism tracking its compliance of CBA terms and the date and results of complaint investigations by CBA Section.

C. Selection of Independent Third Party Monitor. If all monitoring is not performed by MSD in-house staff, then MSD shall complete a Contract Award Process for selection of the Independent Third Party Monitor, who shall perform all or part of the monitoring not performed by MSD in-house staff, and shall consult with the Signatories in preparation of an RFP for use in the selection process. In any case, MSD will contract with and utilize the services of a Third Party Monitoring Consultant through the end of fiscal year 2016 to assist with the monitoring effort.

X. RELEASE OF ALL CLAIMS

A. Release. Except for claims seeking enforcement or interpretation of this CBA, the Signatories hereby waive, release, and discharge MSD from any and all claims, causes of action, law suits, Petitions or other forms of legal action arising from or related to the MSD CIRP.

B. Defense Against Released Claims. This CBA may be plead as a defense to, and may be used as the basis for an injunction against, prosecution of any released claim against MSD.

XI. ENFORCEMENT.

- A. **Default.** Failure by any party to perform or comply with any term or provision of this CBA, if not cured, shall constitute a default under this CBA.
- B. **Sixty-Day Right to Cure.** Except in the case of irreparable injury, if either party believes that the other party is in default of this CBA, it shall provide written notice to the allegedly defaulting party of the alleged default; offer to meet and confer in a good-faith effort to resolve the issue; and, except where a delay may cause irreparable injury, provide sixty (60) days to cure the alleged default, commencing at the time of the notice. Any notice given pursuant to this provision shall specify the nature of the alleged default, and, where appropriate the manner in which the alleged default may be cured.
- C. **Meeting and Mediation.** Before or during the sixty day cure period described above, the parties may attempt to resolve any alleged default by meeting or through mediation requested by either party.
- D. **Waiver of Default and Irreparable Injury.** In the event that another party is allegedly in default under this CBA, then a party alleging default may elect, in its sole and absolute discretion, to waive the default or pursue enforcement remedies. Such remedies may be pursued only after exhaustion of the sixty-day cure period described above, except where an alleged default may result in irreparable injury, in which case the non-defaulting party may immediately pursue equitable relief through the Circuit Court of the City of St. Louis, Missouri, or Circuit Court of St. Louis County, Missouri.
- E. **Binding Arbitration.** A party may pursue binding arbitration to enforce any term of this CBA that has allegedly been breached. A party may seek arbitration relief, and the arbitrator shall have the power to order, affirmative equitable and or affirmative injunctive relief, temporary or permanent, requiring a defaulting party to comply with this CBA. The parties hereto agree that monetary damages would be an inadequate remedy for any breach of this CBA. With the exception of an order by the arbitrator to a party to pay sums it has agreed to pay under this CBA, monetary damages shall in no circumstances be available as a remedy for default of this CBA. Arbitration shall be conducted in St. Louis, Missouri under the rules of the American Arbitration Association, by an arbitrator mutually agreed to by the parties. Each party to bear its own fees and other costs.
- F. **No Suspension of MSD work.** No party to this CBA shall seek, nor shall any Mediator or Arbitrator have the power to order, MSD to cease or suspend any implementation of the MSD CIRP or to cease or suspend any MSD program or operation.

XII. TERMINATION.

If any of the parties to this CBA fails to agree upon the terms of any proposed amendment to this agreement, then that party may terminate their inclusion in this agreement. The parties further agree that any party to this CBA may terminate their inclusion in this agreement, with cause, with the giving of 90 days notice of such termination to all other parties.

XIII. COMPLIANCE WITH CONSENT DECREE.

Any part or subpart of this CBA which is contrary to or inconsistent with the Consent Decree entered in the United States District Court for the Eastern District of Missouri on April 27, 2012, is void and of no effect.

XIV. MISCELLANEOUS.

- A. **Meeting of Signatories.** The first meeting of the signatories and MSD shall occur within 60 days of the execution of this document by MSD and the signatories.
- B. **Materiality of breach and Material Terms.** Any breach of any term of this CBA my, at the option of a non-breaching Party, be treated as a material default and a complete failure of consideration.
- C. **Waiver.** The waiver of any provision or term of this CBA shall not be deemed a waiver of any other provision or term of this CBA. The mere passage of time, or failure to act upon a default, shall not be deemed a waiver of any provision or term of this CBA.
- D. **Time is of the Essence.** Time is of the essence in this CBA.
- E. **Representation of Counsel.** Each of the Parties has been represented by counsel in the negotiation and drafting of this CBA. Accordingly, this CBA shall not be strictly construed against any Party, and the rule of construction that any ambiguities be resolved against the drafting Party shall not apply to this CBA.
- F. **Interpretation.** Specific provisions of this CBA shall take precedence over conflicting general provisions.
- G. **Jurisdiction.** This CBA shall be governed and construed in accordance with the laws of the State of Missouri.
- H. **Entire Agreement.** This CBA contains the entire agreement between the parties and supersedes any prior agreements, whether written or oral.
- I. **Authority of Signatories.** The individuals executing this CBA represent and warrant that they have the authority to sign on behalf of their respect parties.
- J. **Amendments.** This CBA may not be altered, amended or modified, except by an instrument in writing signed by each of the Parties in existence at the time.
- K. **Severability.** If any term, provision, covenant, or condition of this CBA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect.

L. **Successors and Agents.** This CBA shall bind and inure to the benefit of the agents, assigns and successors-in-interest of each Party. Any reference in this CBA to a Party shall be deemed to include any agents, assigns, successors-in-interest, subgroups and spin off groups of that Party, with respect to the rights and/or responsibilities relevant to this CBA.

M. **Notices.** All notices shall be in writing and shall be addressed to the affected Signatories at the addresses set forth below. Notices shall (a) be delivered by in person service to the address set forth below, in which case they shall be deemed delivered on the date of delivery, as evidenced by the written report of the courier service, or (b) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three business days after deposit in the United States mail. Any Signatory may change its address or the name and address of its attorneys by giving notice in compliance with this CBA. Notice of a change shall be effective only upon receipt. The addresses of MSD, the Signatories and their attorneys are:

MSD- 2350 Market Street, St. Louis, MO 63103

NAACP-

CBTU-

MCU-

Construction Prep Center-

NSBE-

MOKAN-

MCC-

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IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be duly executed by their respective authorized officers on December 4, 2013.

By MSD: Ben Hecker EXEC DIR
Name Title

By NAACP: A.M. Smith Pres. Dent
Name Title

By CBTU: Lew Moye President
Name Title

By MCU: James Schairer President
Name Title

By Construction Prep
Center: _____
Name Title

By NSBE: _____
Name Title

By MOKAN: Yaphett El-Ami Executive Director
Name Title

By MCC: C. Jewel Strong President
Name Title

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