

MMSWMD

General Terms and Conditions

IN CONSIDERATION for the extension of a financial assistance grant from funds made available by the State of Missouri, through the Department of Natural Resources, the MMSWMD and the Sub-grantee agree as follows:

1. GRANT. MMSWMD hereby extends the Solid Waste Management Grant to the Sub-grantee as identified in the Schedules attached to the Financial Assistance Agreement (FAA), which are identified by grant number, project and budget period, Sub-grantee, and project title and description. The provisions set forth and contained in the Schedules to this FAA are incorporated herein by reference and made a part of this FAA. Such grant is conditioned on the matching funds or cost share to be paid by the Sub-grantee. By execution of this FAA, the Sub-grantee agrees that the matching funds or its cost share of the project are available and have been duly budgeted and appropriated for this project.

Such Grant is extended pursuant to the provisions of Section 260.330 and 260.335 of the Revised Statutes of Missouri, as amended and the regulations issued there under by the Missouri Department of Natural Resources.

2. PAYMENT OF GRANT FUNDS. From grant funds made available to MMSWMD by the State of Missouri, the Sub-grantee will be reimbursed for all allowable expenses and/or expenditures incurred or created in completion of the approved grant project (*reference the amended 10 CSR 80-9.050 Solid Waste Management Fund-District Grants for Eligible and Ineligible Costs*). Sub-grantees must follow use bids/proposals for purchases in accordance with RSMo 34.040. Proof of bids/proposals must be submitted with invoice for reimbursement.

\$0-2,999.99 - No bids required

\$3,000-24,999.99 - Minimum of three (3) competitive bids/proposals, not advertised

\$25,000 or more - Minimum of three bids/proposals advertised in two (2) daily newspapers at least five (5) days before bid opening.

The Sub-grantee shall report all project expenditures and/or expenses and shall submit standard invoices in the form attached to this FAA for reimbursement of payment. All requests for reimbursement and/or payment must be fully completed and signed by the Sub-grantee, identifying the amount or amounts of grant funds requested through MMSWMD. The request shall identify the Sub-grantee's share of matching funds. Once the district's match requirement is satisfied, the Sub-grantee shall provide proof such payment shall be submitted so that grant funds may be remitted. All expenditures for which grant funds are sought shall identify in the invoice to MMSWMD the budget category and line item that corresponds to the Budget Agreement which is attached to this FAA and incorporated herein. No reimbursement of expenses or expenditures will be made by MMSWMD for expenditures or expenses incurred prior to the project start date or after the closing date of the FAA unless a prior written budget request or extension has been applied for and granted by the MMSWMD. No reimbursement for buildings or equipment purchases using more than \$5,000.00 in grant funds will be made until section 10 of these terms and conditions is met. MMSWMD shall retain fifteen percent (15%) of the grant

funds until final completion of the grant project and Executive Board approval of the Sub-grantee's final report and final accounting of project expenditures unless specifically agreed to by the MMSWMD Executive Board by a majority vote during a regular meeting. The MMSWMD has the option of making payment directly to a vendor instead of reimbursing the district Sub-grantee, however, payment directly to the vendor does not relieve the MMSWMD Executive Board from the requirement of retaining 15% of the project funds until completion and submittal of the final report and final accounting of expenditures. Sub-grantee must provide proof of any matching funds required prior to direct payment by the MMSWMD Executive Board.

3. RECORD RETENTION. The Sub-grantee shall retain all records and supporting documents identifying expenditures and expenses, project costs, and project completion for a period of five (5) years from the date of submissions of the final status report. The retention period for equipment and building or site improvement records begins from the date of the disposition, replacement or transfer of the asset at the direction of the Missouri Department of Natural Resources or MMSWMD. Such documents and any other supporting documents or material requested throughout the periods referenced under Record Retention or longer if the records are retained, by MMSWMD or the Missouri Department of Natural Resources or the Missouri State Auditor's Office, or their agents or representatives shall be made available upon request. In the event that the Sub-grantee should receive notice that any litigation, negotiation, audit, claim, suit, or other action involving the records shall have commenced within such five (5) year period, all such files and records shall be retained until the Sub-grantee receives written notification from MMSWMD or until the action is complete or the five year period, whichever is longer.

4. GRANT PROJECT. The Sub-grantee shall use grant funds solely for the approved grant project. The project description is contained upon the Schedules attached to this FAA and are incorporated herein by reference and made a part hereof. Any use of grant funds for the payment of expenditures unrelated to the grant project, or unapproved by MMSWMD, shall constitute a breach of the FAA for which the MMSWMD shall have the right to terminate this grant for cause in accordance with the provisions hereof. Grant funds shall be reimbursed by the Sub-grantee to MMSWMD as required by MMSWMD.

5. SUB-GRANTEE MATCHING FUNDS. The approved grant project shall be funded partially by the MMSWMD and the Sub-grantee. The amount of the Sub-grantee's contribution to funding is identified in the Schedules attached to this FAA. In the event that the Grant Project should exceed the total cost approved by the MMSWMD, all additional expenditures shall be at the sole cost and expense of the Sub-grantee. By entering into this FAA, the Sub-grantee agrees that it shall complete the grant project in accordance with the provisions of this FAA and its application for grant, and shall pay any excess costs incurred. The Sub-grantee shall first make payment from its matching funds and provide proof thereof to the MMSWMD before grant funds may be used. In the event that the grant project should be completed prior to the expenditure of all of the Sub-grantee's matching funds identified in the Schedules hereto, the Sub-grantee shall reimburse MMSWMD the amount of such unused and unexpended portion of the Sub-grantee's matching funds, and such payment shall be retained by the MMSWMD as repayment of excess grant funds. MMSWMD shall retain fifteen percent (15%) of the grant funds until final

completion of the grant project, Executive Board approval of the Sub-grantee's final report and final accounting of project expenditures.

6. ACCOUNTING. The Sub-grantee shall account for all funds expended in conjunction with the grant project including matching funds and grant funds. The Sub-grantee shall maintain accounting systems in form and content approved by the MMSWMD in accordance with generally accepted accounting principles, which shall incorporate appropriate controls and safeguards against improper use of funds. All financial reports shall provide clear references to the project, fiscal transactions relating thereto, and expenditures, all properly documented with appropriate footnotes where necessary. Accounting records must be supported by such source documentation as canceled checks, paid bills, payroll records, time or attendance records, contracts, agreements, award documents, and such other written records as MMSWMD may from time to time require.

7. REPORTING. The Sub-grantee shall submit to the MMSWMD no less often than quarterly, a written report which shall identify the project, expenditures made to the date of the report, progress toward completion, projected completion dates, and any other materials or information regarding the status of the project. The Sub-grantee shall report diverted waste for each type of recovered material in tons of weight. Reports shall be submitted to MMSWMD on April 21, July 21, October 21 and January 21 for the activities that occur each state fiscal year quarter. Upon completion of the grant project, a final report shall be made by the Sub-grantee not later than twenty-one (21) days following the project closing date or with the next quarterly report. Upon approval of the final report, MMSWMD shall advance any amounts of the grant theretofore retained pending final completion. The sub-grantee acquiring equipment from district grant funds shall thereafter provide an annual waste material diversion tonnage report for a period of up to five (5) years after the expiration of the grant period, but no longer than a seven year period in total. The annual waste material diversion tonnage report shall be due to the district from the sub-grantee by September 30 of each year.

8. TERMINATION FOR CAUSE. In the event that the Sub-grantee should fail to comply with the provisions and agreements contained in the FAA, or in the event that the Sub-grantee should for any reason fail or refuse to use the grant funds in accordance with its original grant application, the Budget Agreement, or the provisions of this FAA, or in the event that the MMSWMD should determine that the use of the grant funds are in violation of any applicable law or regulation, the MMSWMD, upon prior written notice to the Sub-grantee, shall terminate this FAA. Any such notice of termination by the MMSWMD shall include a written statement of the reasons therefore together with an effective date. The Sub-grantee shall have a period of five (5) days from the receipt of such notice of termination to request a hearing before the Executive Board of the MMSWMD. In the event that such a request is made, the hearing shall be promptly held by the Executive Board of the MMSWMD, and the decision of such Executive Board shall constitute the final decision with respect to termination of this FAA. Upon termination of the FAA for cause, all grant funds theretofore advanced or paid by the MMSWMD shall be repaid by the Sub-grantee. No further grant funds shall be paid to or on behalf of the Sub-grantee. **This agreement is not transferable to any person or entity.**

9. TERMINATION BY AGREEMENT. Both the MMSWMD and the Sub-grantee may terminate this FAA in whole, or in part, by mutual agreement. Such agreement shall be in writing, and may provide for reimbursement of grant funds.

10. EQUIPMENT (INCL. BINS, CARTS, RECEPTACLES, CONTAINERS, DUMPSTERS ETC) MANAGEMENT. Equipment purchased with SWMD funds shall be used **ONLY** for collecting recyclables, not trash/waste, for at least five (5) years. Title to equipment acquired under this FAA will vest with the Sub-grantee. Equipment shall be used by the Sub-grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by MMSWMD. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by MMSWMD. The Sub-grantee shall not transfer, sell, or pledge any assets including equipment purchased using MMWSMD monies during the term of the grant and for 5 years thereafter without first obtaining the prior written consent of the MMSWMD. The Sub-grantee shall not sell, give away, relocate, or abandon the assets including equipment without the MMSWMD's prior written approval. The Sub-grantee shall also make equipment available for use on other projects or programs currently or previously supported by the MMSWMD or other MDNR programs, if such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by MMSWMD or MDNR. User fees should be considered, if appropriate. This fee may be considered program income. The Sub-grantee must not use Equipment acquired with MMSWMD to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically allowed by state law. When acquiring replacement equipment the Sub-grantee may use the equipment to be replaced as a trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment subject to the prior written approval of MMSWMD. Sub-grantee hereby agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement, and for five (5) years thereafter. The Sub-grantee shall annually submit a statement as provided by MMSWMD certifying that the use(s) of said equipment is for project activities. Use(s) of said equipment for activities not related to the performance of services of this agreement must be reported in quarterly reports required by this agreement.

Equipment records must be maintained that include a description of the equipment a serial number or other identification number, the source of equipment who holds title, the acquisition date, cost of the equipment percentage of federal or state participation in the cost of the equipment and the location, use and condition of the equipment and any ultimate disposition data including date of disposal and sale price of the equipment. A physical inventory of the equipment must be taken and the results reconciled with the equipment records at least once every two years. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the equipment. Any loss, damage or theft shall be reported to and investigated by local authorities. The control system shall include permanent tagging of equipment to identify the equipment as belonging to the district or being funded by district grant funds. For all equipment purchased, in whole or in part, with MMSWMD grant funds, the Sub-grantee shall procure and maintain insurance covering loss or damage to equipment purchased

with a Sub-grantee award, with a financially sound and reputable insurer in such amounts and covering such risks as are usually carried by similarity situated companies engaged in the same or similar business. MMSWMD and the Sub-grantee must develop adequate maintenance procedures to keep the equipment in good condition. If the Sub-grantee is authorized or required to sell the equipment proper sales procedures must be established to ensure the highest possible return.

Security Interest in Equipment. The Sub-grantee hereby grants to the district, its successors and assigns a security interest in all equipment purchased by the Sub-grantee for \$5,000 or more, in whole or in part, with SWMF monies. The Sub-grantee hereby agrees to apply the funding provided for equipment to the purchase of the equipment specified in the FAA as negotiated with MMSWMD. The security interest in equipment owned by the Sub-grantee shall be equivalent to the amount of funding provided by the district for the purchase of the equipment. Unless MMSWMD notifies the Sub-grantee in writing of a material breach of the FAA or any other documents incorporated herewith, the security interest of MMSWMD shall decrease at a rate of 25% of the provided funding per year, beginning one year from the purchase date shown on the equipment invoice as set forth in the FAA between MMSWMD and the Sub-grantee. Sub-grantee hereby covenants that it will not transfer, sell, or pledge the MMSWMD's security interest in the equipment as collateral for any indebtedness without first obtaining the prior written consent of the MMSWMD. When the security interest is fully depreciated, MMSWMD will, on written demand by the Sub-grantee, send the Sub-grantee a termination statement that the MMSWMD no longer claims a security interest in the financing statement (identified by file number). If the equipment owned by the Sub-grantee is purchased with SWMF monies and is required to be titled through the MDOR, the MMSWMD must be listed as a lien holder on said title. The Sub-grantee must provide the MMSWMD a clear title to be held until the security interest (lien) has been fully depreciated. In the case of more than one lien holder, the Sub-grantee must provide the MMSWMD with documentation that the MMSWMD is listed as a lienholder on the title. If the equipment owned by the Sub-grantee is purchased with SWMF monies and is not required to be titled through the MDOR, the Sub-grantee must provide the MMSWMD with documentation that the MMSWMD is listed as a lien holder either on the certificate of title or UCC-1 form, whichever applies. It is the responsibility of the Sub-grantee to obtain the proper forms and meet all requirements regarding the use of such forms. This documentation must be obtained within 30 days of purchase.

Proper Disposal of Equipment When No Longer Needed. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the SWMP or MMSWMD. For items of equipment with a current per unit fair market value of \$5,000 or more: When the equipment is owned by a Sub-grantee, MMSWMD shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by MMSWMD's remaining interest in the equipment as established in this agreement. When appropriate disposition actions are not taken by the equipment owners: for MMSWMD owned equipment, the SWMP may direct the district on how to dispose of the equipment; and for Sub-grantee owned equipment, MMSWMD may direct the Sub-grantee on how to dispose of the equipment. If the equipment owner is put on notice by either the SWMP or the district that grant assets are not being used for the intended purpose, then; for Sub-grantee owned equipment, the Sub-grantee shall not sell, give away, move, relocate, abandon or

dispose of the asset without the MMSWMD's prior written approval. Any equipment purchased shall ONLY be used for the collecting/disposing of recyclables and not for the collecting/disposing of trash. Should the project not be successful, the sub-grantee will relinquish the equipment to MMSWMD who will then relocate the equipment to another recycling project within Region H.

11. BUILDINGS OR SITE IMPROVEMENTS. Building or site improvements is defined as including any structures or appurtenances of a permanent nature related to real estate, excluding movable machinery and equipment. The Sub-grantee agrees that any buildings or site improvements purchased pursuant to this agreement shall be used for the performance of services under the FAA during the term of the FAA. Notwithstanding anything to the contrary contained in this agreement, the buildings or site improvements shall not be removed from the State of Missouri without the written approval of the MMSWMD.

Utilization and disposition of buildings or site improvements acquired with district funds.

Title to buildings or site improvements acquired under a grant will vest with the Sub-grantee upon acquisition. The funding provided for buildings or site improvements specified in the FAA as negotiated with the MMSWMD shall be used for acquisition of the buildings or site improvements. The Sub-grantee shall not transfer, sell, or pledge any assets including buildings or site improvements purchased using SWMF monies during the term of the grant and for 5 years thereafter without first obtaining the prior written consent of the MMSWMD. The Sub-grantee shall not sell, give away, relocate, or abandon the assets including buildings or site improvements without the MMSWMD's prior written approval. The Sub-grantee must not use the buildings or site improvements acquired with SWMF to unfairly compete with private companies that provide equivalent services, unless specifically permitted or contemplated by state law. Buildings or site improvements constructed or purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of the FAA, and for five (5) years thereafter. Annually a statement must be submitted certifying that the use of said buildings or site improvements is for project activities. The MMSWMD shall provide and use a form for such statement.

Buildings or Site Improvements Management. The Sub-grantee's procedures for managing buildings or site improvements whether acquired in whole or in part with sub-grant funds, will, at a minimum, meet the following requirements until disposition takes place:

- a. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the buildings or site improvements. Any loss, damage, or theft shall be reported to and investigated by local authorities.
- b. For all buildings or site improvements purchased, in whole or in part, with SWMF, the Sub-grantee shall procure and maintain insurance covering loss or damage to buildings or site improvements, with a financially sound and reputable insurer in such amounts and covering such risks as are usually carried by similarly situated companies engaged in the same or similar business.

Security Interest in Buildings or Site Improvements. The Sub-grantee hereby grants to the district, its successors, and assigns a security interest or lien in all buildings or site improvements purchased or constructed by the Sub-grantee for \$5,000 or more, in whole or in part, with SWMF monies. For such buildings or site improvements to be owned by the Sub-grantee, the MMSWMD must be granted a security interest or lien and be listed as the lien holder. The Sub-grantee shall complete a deed of trust or certificate of title, whichever applies, and return a copy of such document along with the FAA packet to the district. The security interest or lien shall be equivalent to the amount of funding provided by the MMSWMD. The Sub-grantee hereby covenants that it will not transfer, sell or pledge the MMSWMD's security interest in the buildings or site improvements as collateral for any indebtedness whatsoever without first obtaining the prior written consent of the MMSWMD. If the Sub-grantee is granting the security interest to the MMSWMD, the Sub-grantee must provide the MMSWMD a copy of the documentation showing that the MMSWMD is listed as a lien holder either on the certificate of title or the deed of trust. Unless the SWMP or the MMSWMD notifies the Sub-grantee in writing of a material breach of the FAA or any documents incorporated herewith, the security interest of the MMSWMD may decrease at a rate of 25% per annum, beginning one year from the date the financing statement is fully executed as set forth in the FAA between the MMSWMD and the Sub-grantee. When the security interest is fully depreciated, the secured party will, on written demand by the debtor, send the debtor a termination statement that a security interest in the financing statement is no longer claimed.

When a building or site improvement acquired by the Sub-grantee is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, the building or site improvement shall be disposed of as follows:

- a. Buildings or site improvements with a current fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the SWMP or the MMSWMD.
- b. For a building or a site improvement with a current fair market value of \$5,000 or more; when the building or a site improvement is owned by a Sub-grantee, the MMSWMD shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the district's remaining interest in the building or a site improvement.
- c. When appropriate disposition actions fail to be taken by the building or site improvement owner; for Sub-grantee owned buildings or site improvements, the MMSWMD may direct the Sub-grantee on how to dispose of the building or site improvements.
- d. If the building or site improvement owner is put on notice by either the SWMP or the MMSWMD that grant assets are not being used for the intended purpose, then; for Sub-grantee owned building or site improvements, the Sub-grantee shall not sell, give away, move, relocate, abandon, or dispose of the asset without the MMSWMD's prior written approval.

12. USE OF DISADVANTAGED BUSINESS ENTERPRISES. The Sub-grantee agrees to take all necessary affirmative steps required to assure that Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are used when possible as sources when procuring

supplies, Equipment (incl. bins, carts, receptacles, containers, dumpsters, etc.), construction, and services related to this Grant FAA. The Sub-grantee agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:

- a. Placing qualified MBE/WBE on solicitation lists;
- b. Ensuring that MBE/WBE are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by MBE/WBE;
- d. Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by MBE/WBE;
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
- f. Requiring any prime contractor or other Sub-grantee, if sub-agreements are let, to take the affirmative steps in subparagraphs a. through e. of this section.

Sub-grantees shall use procurement procedures that conform to standards set forth in the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, or Other Non-Profit Organizations”, or 34.040, RSMo, State Purchasing and Printing, as applicable.

13. Inventions and Patents and ADVERTISING. If any Sub-grantee produces subject matter which is or may be patentable in the course of work sponsored by this FAA, such subject matter shall be promptly and fully disclosed to the MDNR. In the event that the Sub-grantee fails or declines to file Letters of Patent or to recognize patentable subject matter, the MDNR reserves the right to file same. The MDNR grants to the Sub-grantee an option to acquire an exclusive license including the right to sub-license with a royalty consideration to the MDNR. Payment of royalties will be addressed in a separate royalty agreement.

a. Copyrights. Except as otherwise provided in the terms and conditions of this FAA, the author or the Sub-grantee is free to copyright any books, publications, or other copyrightable material developed in the course of this FAA; however, the MDNR and federal awarding agency reserves a royalty free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, the work for state or federal government purposes.

b. Grantees and sub-grantees receiving grant funding from the Mid- Missouri Solid Waste Management District shall identify MDNR and the MMSWMD as a funding source on all Equipment (incl. bins, carts, receptacles, containers, dumpsters, etc.), buildings, site improvements, publications and other printed materials which are intended for distribution. Identification shall include the MDNR and the MMSWMD's logo and full name. This applies to publications, news releases, videos, displays and all other projects from which information may be obtained by reading, watching, hearing or simply seeing the material. Camera ready copies of the logos will be provided to any sub-grantee requesting them.

For other projects, such as audio cassette tapes and news releases, MDNR and MMSWMD shall be identified audibly by including its full name. Guidelines pertaining to placement of logos

along with MMSWMD's name and audible identification of MMSWMD are provided in ATTACHMENT E.

c. Prior Approval for Publications. The Sub-grantee shall submit to the MMSWMD two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by grant monies. The Sub-grantee shall not print or distribute any publication until receiving written approval by the MMSWMD and Missouri Department of Natural Resources.

14. SUPPLIES. If there is residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the grant, and if the supplies are not needed for any other SWMD sponsored programs or projects, then the Sub-grantee shall compensate the MMSWMD for its share.

15. SUB-GRANTEES CONSIDERED TO BE HIGH RISK. Special terms and conditions may apply to Sub-grantees considered “high risk” in accordance with 260.335.5, RSMo.

The MMSWMD may determine a Sub-grantee is “high risk”, if the Sub-grantee has a history of unsatisfactory performance; is not financially stable; has a management system which does not meet the management standards set forth in these general terms and conditions; has not conformed to terms and conditions of previous awards; or is otherwise not responsible. If MMSWMD determines that an award will be made during the “high risk” designation period, special conditions and/or restrictions shall be set to correspond to the high risk condition and shall be included in the award. Special conditions or restrictions may include payment on a reimbursement basis; withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period; requiring additional, more detailed financial reports; requiring additional project monitoring; requiring the Sub-grantee to obtain technical or management assistance; or establishing additional prior approvals.

If the MMSWMD decides to impose such conditions, the MMSWMD will notify Sub-grantee as early as possible, in writing, of the nature of the special conditions/restrictions; the reason(s) for imposing the special conditions/restrictions; the corrective actions which must be taken before the special conditions/restrictions will be removed and the time allowed for completing the corrective actions; and the method of requesting reconsideration of the special conditions/restrictions imposed.

16. CONFLICTS OF INTEREST. No party to this sub-grant, nor any officer, agent, or employee of either party to this sub-grant, shall participate in any decision related to such sub-grant which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The Sub-grantee is advised that no state employee or former state employee, as defined in Chapter 105, RSMo, shall perform any service for consideration paid by the Sub-grantee for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration for any person, firm or corporation after termination of his or her office or employment in relation to any case, decision, proceeding

or application with respect to which he or she was directly concerned or in which he or she personally participated during the period of his or her service or employment with the state.

17. ELIGIBILITY, DEBARMENT AND SUSPENSION. By applying for this award, the Sub-grantee verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws including those referenced below and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notices of Violation (NOV)) at the time of application.

a. If compliance issues exist, the Sub-grantee shall disclose to the MMSWMD all pending or unresolved violations noted in an NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the past two years in the State of Missouri.

b. The MMSWMD will not make any award at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Federal Executive Order 12549, "Debarment and Suspension."

c. The Sub-grantee shall complete a Debarment/Suspension form when required by the MMSWMD. Furthermore, the Sub-grantee is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a state funded grant.

18. REMEDIES FOR NONCOMPLIANCE. If a Sub-grantee falsifies any award document, fails to maintain records or submit reports, refuses the MMSWMD access to records, fails to meet the MMSWMD's performance standards, or materially fails to comply with any term of a grant, award, or sub-grant, then the MMSWMD may take one or more of the following actions, as appropriate:

- a. Suspend or terminate, in whole or part, the award or grant of current or future funds;
- b. Disallow all or part of the cost of the activity or action not in compliance;
- c. Temporarily withhold cash payments pending Sub-grantee's correction of the deficiency;
- d. Withhold further awards from the Sub-grantee;
- e. Compel the repayment of funds provided to the Sub-grantee pursuant to the award or grant;
- f. Order the Sub-grantee not to transfer ownership of assets purchased with district grant funds without prior MMSWMD approval; or
- g. Pursue any other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment with respect to the Sub-grantee.

19. STATUTORY REQUIREMENTS. The MMSWMD and Sub-grantees must comply with all federal, state and local laws relating to environmental compliance, employment, nondiscrimination, construction, research, and other activities associated with grants from the MDNR. Failure to abide by these laws, or their implementing regulations, may trigger the remedies for noncompliance set forth in Section 18 above. A copy of state and federal laws that typically apply to grants from the MMSWMD and MDNR may be requested from the MMSWMD.

20. PROJECT AND BUDGET PERIODS. A project period shall be determined that will allow an adequate time period for the Sub-grantee to accomplish the purpose of the project and provide reporting of the results and accomplishments. Project and budget periods may allow for up to a two-year time period for project completion. A maximum of one six-month extension may be allowed beyond the two years when approved by the MMSWMD Executive Board. Any extension of the project or budget periods must have the prior approval of the MMSWMD Executive Board.

21. GRANT CONTINGENT ON STATE APPROPRIATED FUNDING. The Sub-grantee agrees and understands that grant funds identified in this FAA will be made available only upon appropriation by the General Assembly of the State of Missouri for each fiscal year included within the grant term, and upon approval and award by the Missouri Department of Natural Resources or such other state agency supporting the project. This Grant FAA shall automatically terminate without penalty in the event that such funds are not made available by appropriation or award to the MMSWMD. In the event of such termination, the MMSWMD shall have no liability or obligation to the Sub-grantee.

22. EMPLOYMENT

a. Pursuant to RSMo 285.530 (1) as a condition for the award of any grant, sub-grant, contract, or subcontract in excess of five thousand dollars, no grantee, sub-grantee, contractor, or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

b. The grantee, sub-grantee, contractor or subcontractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and 22 Final June 30, 2009 state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

c. Pursuant to section 285.530, RSMo, if the grantee, sub-grantee, contractor, or subcontractor meets the section 285.525, RSMo definition of a "business entity" included in Attachment C below and available on the Internet at <http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM> , the grantee, sub-grantee, contractor or subcontractor must affirm the grantee's, sub-grantee's, contractor's or subcontractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The grantee, sub-grantee, contractor or subcontractor shall complete applicable portions of Attachment C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Attachment C must be completed, notarized, and submitted prior to award of a grant, sub-grant, contract, or subcontract.

d. If the grantee, sub-grantee, contractor or subcontractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the Missouri Department of Natural Resources or the MMSWMD has reasonable cause to believe that the grantee, sub-grantee, contractor, or subcontractor has knowingly employed individuals who are not eligible to work in the United States, the Missouri Department of Natural Resources or the MMSWMD shall have the right to cancel the grant, sub-grant, contract, or subcontract

immediately without penalty or recourse and suspend or debar the grantee, sub-grantee, contractor or subcontractor from doing business with the Missouri Department of Natural Resources, the MMSWMD or State of Missouri. The Missouri Department of Natural Resources or the MMSWMD may also withhold up to twenty-five percent of the total amount due to the grantee, sub-grantee, contractor, or subcontractor.

e. The grantee, sub-grantee, contractor, or subcontractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

Identification of the Mid-Missouri Solid Waste Management District (MMSWMD) and the Missouri Department of Natural Resources (MDNR) on District Grants

Sub-grantees of District Grant funds from the MMSWMD should identify the District as a funding source on all grant projects for public distribution or in public view. On most projects Equipment (incl. bins, carts, receptacles, containers, dumpsters, etc.) purchased with District Grant funds from MMSWMD the identification should include a sticker, magnetic sign, engraving, or the like bearing the name of the District (Mid-Missouri Solid Waste Management District, Region "H"). For projects where material is published in news releases, videos, displays, and all other projects from which information may be obtained by reading, watching or simply seeing the material the logo and name should be included according to the following directions:

Logo Usage:

The Mid-Missouri Solid Waste Management District logo includes the full name of the district plus the "map" logo. The name should be placed adjacent to the "map" logo or beneath it.

The logo should be clearly visible and located with the Missouri Department of Natural Resources (MDNR) and the print should be of equal size. The logo should be aired at the end of any video tape, immediately preceding the MDNR logo. The logo should be visible for at least five seconds.

Credit:

When space allows the following statement should be included: "This project was funded in part by the Mid-Missouri Solid Waste Management District." For audio material the following statement should be included, and read slowly enough to be understood, "This project was funded in part by the Mid-Missouri Solid Waste Management District."

The General Terms and Conditions are offered and accepted effective upon signature of the Financial Assistance Agreement.

Frequently Asked Questions - General Terms and Conditions (FAA)

What is the FAA?

The Financial Assistance Agreement is an agreement between a sub-grantee and the MMSWMD. The document includes the projects agreed upon budget, timeline, and all terms and conditions between the MMSWMD and grantee.

When can I start purchasing goods and services?

Purchases eligible to reimbursement cannot be made until both the MMSWMD Board and sub-grantee sign a FAA.

How do I go about buying goods and services for grant reimbursement?

All purchases for goods and services must be made in accordance with RSMO 34.040:

\$0-2,999.99 - No bid required

\$3,000-24,999.99 - Minimum of three (3) competitive bids/proposals, not advertised

\$25,000 or more - Minimum of three (3) competitive bids/proposals advertised in two (2) daily newspapers at least five (5) days before bid opening

How do I submit an invoice to receive a reimbursement?

MMSWMD staff provides sub-grantees with an invoice form and information for submitting an invoice. Invoices for all reimbursements are subject to Board approval. Invoices should include all applicable bid documentation, invoices from vendors, and proof of payment (receipt, canceled check, etc.). The Executive Board meets during the 2nd Wednesday of the month. Checks are mailed the day after each meeting.

How do I account for my match?

Sub-grantee's matching funds or in-kind match is accounted on the same invoice for reimbursement. MMSWMD staff recommends that sub-grantees show some match on each invoice.

What kind of reporting is required during the grant period?

Sub-grantee is required to submit quarterly reports online via ReTrac. MMSWMD staff will assist sub-grantees in getting set up on ReTrac and with reporting. A sub-grantee's final report is also submitted via ReTrac as the last quarterly report of the project.

How do I give the MMSWMD a security interest in my equipment and/or building?

The MMSWMD maintains a security interest in all equipment, buildings, or site improvements costing more than \$5000 purchased in whole or in part with grant funds. This interest decreases 25% per year starting 1 year from the purchase date stated on the invoice. It is the responsibility of the grantee to insure that the MMSWMD is listed as a lien holder on a title or UUC-1 form.

How do I get the 15% of grant funds retained by the District until the end of the project?

A grantee is reimbursed after the Executive Board accepts their final report.

How can I make changes to my FAA (need more time, budget change, etc.)?

Changes can be made to the FAA during the project. Contact MMSWMD staff for any needed changes.

Is there anything I need to do after my project is complete?

All records for the project need to be retained by the grantee for 5 years following the project. Grantees purchasing equipment costing more than \$5000 will need to report diversion numbers annually to the MMSWMD for 5 years after submission of the final report.