



MID-MISSOURI SOLID WASTE MANAGEMENT DISTRICT

Financial Assistance Agreement

Under authority of RSMo and subject to pertinent legislation, regulations and policies applicable to RSMo 260.330 and RSMo 260.335

| | |
|---|---|
| 1. Grant Number: H 2016-008 | 2. Budget Period: FY 2016 |
| 3. Type of Assistance: New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Date: | 4. Project Period: February 1, 2016 – July 31, 2017 (pending approval from the Missouri Department of Natural Resources) <i>Terms</i> |

5. Sub-grantee (Name, Address & Phone No.): City of Columbia, PO Box 6015, Columbia, MO 65205; 573-874-6254

6. Sub-grantee Project Manager: Layli Terrill, Waste Minimization Supervisor

7. Project Title and Description: **“Commercial Recycling Roll Carts”**; Grant funds approximately 125 95-gallon roll carts for the collection commercial recyclables. The City of Columbia will collect from local commercial operations, including schools. Grant funds are only used for composting carts and not trash carts in pursuant to 10 CSR 80-9.050 (2)(B)6. **Diversion Goal: 15 Tons**

8.

| Funding Source | Amount | Percent | MDNR Allocation | Carryover | Interest | Program Income |
|-------------------|-------------------|---------|-----------------|-----------|----------|----------------|
| MMSWMD Award | \$5,000.00 | 75% | \$5,000.00 | | | |
| Match | \$1,666.00 | 25% | | | | |
| Amended Award | | | | | | |
| Amended Match | | | | | | |
| Total Cost | \$6,666.00 | | | | | |

* Reimbursements can only be made for purchases during the project period **and** after this FAA is fully executed by both parties.
 * Program income must be reinvested in the district grant during the period of the grant.
 * 15% of the grant award will be held until project completion, any required lien(s) is (are) recorded, and Executive Board approval of the final report and final accounting of project expenditures.

9. Amendment Explanation:

10. The Sub-grantee agrees that it will administer this agreement in accordance with:
 a) All applicable federal, state and local laws and regulations, including the Missouri Department of Natural Resources *General Terms and Conditions*, and *Special Terms and Conditions*;
 b) Applicable MMSWMD grant program guidelines;
 c) Sub-grantee final grant application;
 d) Scope of Work; Budget Agreement; General Terms and Conditions; Invoice for Payment

11. The assistance as described herein is hereby offered and accepted effective upon signature of authorized officials:
MID-MISSOURI SOLID WASTE MANAGEMENT DISTRICT
Executive Board

Lauren Henry 1/13/16
 Lauren Henry, Chairman Date

Jeff Hoelscher 1/13/16
 Jeff Hoelscher, Treasurer Date

Grant Sub-grantee

Mike Matthes, City Manager, City of Columbia Date

MID-MISSOURI SOLID WASTE MANAGEMENT DISTRICT
Financial Assistance - Scope of Work Agreement

Grant Sub-grantee: City of Columbia

Project Title and Description: **“Commercial Recycling Roll Carts”**; Grant funds approximately 125 95-gallon roll carts for the collection commercial recyclables. The City of Columbia will collect from local commercial operations, including schools. Grant funds are only used for composting carts and not trash carts in pursuant to 10 CSR 80-9.050 (2)(B)6. **Diversion Goal: 15 Tons**

Project Period: **February 1, 2016 – July 31, 2017**

Project to include the following tasks:

1. Ordinance approval by City Council.
2. Request quotes for roll carts, select best bid and order carts.
3. Contact potential customers.
4. Delivery of roll carts.
5. Add new customers and record weights.
6. Submit quarterly and final reports
7. Report annual tonnage for 5 years following the close of the project; to be reported by September 30.

Project will follow attached timeline to the extent possible.

Reporting Requirements - Performance reports shall be submitted at least quarterly throughout the life of the project. A final report is to be completed and submitted to the MMSWMD 21 days after project completion. Performance reports shall include the status of the project, any problems, the project's progress and projected completion date. Reports are due: 3, 6, 9, and 12 months from start date. **This project must report at least 12 months of diversion.**

The final report is due no later than 21 days from project completion.

As the Grant Sub-grantee, by signing the Financial Assistance Agreement I do hereby certify that the scope of work will be accomplished within the project time period as above stated.

Time Line

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
|--------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|
| Task 1 | | | | | | | | | | | | | | | | | | | |
| Task 2 | | | | | | | | | | | | | | | | | | | |
| Task 3 | | | | | | | | | | | | | | | | | | | |
| Task 4 | | | | | | | | | | | | | | | | | | | |
| Task 5 | | | | | | | | | | | | | | | | | | | |
| Task 6 | | | | | | | | | | | | | | | | | | | |
| Task 7 | | | | | | | | | | | | | | | | | | | |

Upon approval of the final report, MMSWMD shall advance any amounts of the grant theretofore retained pending final completion.

Recycling equipment/vehicle (incl. bins, carts, receptacles, containers, dumpsters etc) purchased with Solid Waste Management Funds for this project shall be used only for collecting recyclables, not trash, for at least five years. If this grant period is not successful or the Sub-grantee decides not to go forward with the use of the equipment/vehicle (incl. bins, carts, receptacles, containers, dumpsters etc) for recycling, then the Mid- Missouri Solid Waste Management District will move the equipment/vehicle (incl. bins, carts, receptacles, containers, dumpsters etc) purchased with Solid Waste Management funds and relocate them to another project.

**MID-MISSOURI SOLID WASTE MANAGEMENT DISTRICT
Financial Assistance - Budget Agreement (Attachment B)**

| Budget Category | Grant | | Match | | Total Cost |
|--|------------|------------|------------|------------|------------|
| | Provided | As Amended | Provided | As Amended | |
| Personnel | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Professional Services | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) | | | | | |
| 125 95-gallon carts | \$5,000.00 | | \$1,666.00 | | \$6,666.00 |
| | | | | | |
| | | | | | |
| Supplies | | | | | |
| | | | | | |
| | | | | | |
| Travel | | | | | |
| | | | | | |
| | | | | | |
| Other (describe) | | | | | |
| TOTAL | \$5,000.00 | | \$1,666.00 | | \$6,666.00 |

All budget items shall remain as included. If there are any variations, I, as the award sub-grantee, shall notify the Mid-Missouri Solid Waste Management District prior to changes. Upon my signature of the Financial Assistance Agreement this Budget Agreement is made a part of the Agreement.

MID-MISSOURI SOLID WASTE MANAGEMENT DISTRICT
Financial Assistance - General Terms and Conditions
Attachment C

THIS AGREEMENT for financial assistance is made and entered into on the 14th day of December, 2015 by and between Mid-Missouri Solid Waste Management District, P.O. Box 6015, Columbia, MO 65205-6015, hereinafter "MMSWMD," and City of Columbia, hereinafter, "Sub-grantee."

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*). 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 (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (7) 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. Title to Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) (including bins, carts acquired under this FAA will vest with the Sub-grantee. Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc) without the MMSWMD's prior written approval. The Sub-grantee shall also make Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc), the Sub-grantee may use the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) to be replaced as a trade-in or sell the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) and use the proceeds to offset the cost of the replacement Equipment (incl. bins, carts, receptacles, containers, dumpsters etc), subject to the prior written approval of MMSWMD. Sub-grantee hereby agrees that any Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc) is for project activities. Use(s) of said Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) for activities not related to the performance of services of this agreement must be reported in quarterly reports required by this agreement.

Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) records must be maintained that include a description of the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc), a serial number or other identification number, the source of Equipment (incl. bins, carts, receptacles, containers, dumpsters etc), who holds title, the acquisition date, cost of the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc), percentage of federal or state participation in the cost of the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc), and the location, use and condition of the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc), and any ultimate disposition data including date of disposal, and sale price of the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc). A physical inventory of the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) must be taken and the results reconciled with the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc). Any loss, damage or theft shall be reported to and investigated by local authorities. The control system shall include permanent tagging of Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) to identify the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) as belonging to the district or being funded by district grant funds. For all Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) purchased, in whole or in part, with MMSWMD grant funds, the Sub-grantee shall procure and maintain insurance covering loss or damage to Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc) in good condition. If the Sub-grantee is authorized or required to sell the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc), proper sales procedures must be established to ensure the highest possible return.

Security Interest in Equipment (incl. bins, carts, receptacles, containers, dumpsters etc). The Sub-grantee hereby grants to the district, its successors and assigns a security interest in all Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc) to the purchase of the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) specified in the FAA as negotiated with MMSWMD. The security interest in Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) owned by the Sub-grantee shall be equivalent to the amount of funding provided by the district for the purchase of the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc). 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 (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc) 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 lien holder on the title. If the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc) When No Longer Needed. Items of Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc) with a current per unit fair market value of \$5,000 or more: When the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc) as established in this agreement. When appropriate disposition actions are not taken by the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) owners: for MMSWMD owned Equipment (incl. bins, carts, receptacles, containers, dumpsters etc), the SWMP may direct the district on how to dispose of the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc); and for Sub-grantee owned Equipment (incl. bins, carts, receptacles, containers, dumpsters etc), MMSWMD may direct the Sub-grantee on how to dispose of the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc). If the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc), 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 (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc) to MMSWMD who will then relocate the Equipment (incl. bins, carts, receptacles, containers, dumpsters etc) 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 (incl. bins, carts, receptacles, containers, dumpsters etc). 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 subgrant 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 SWMF 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 subgrant, nor any officer, agent, or employee of either party to this subgrant, shall participate in any decision related to such subgrant 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 subgrant, 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.

Attachment C

BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The grantee, subgrantee, contractor, or subcontractor must certify their current business status by completing either Box A or Box B on this Attachment C.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, grantees, subgrantees, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

EXHIBIT C
(Continued)

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a grant, subgrant, contract, or subcontract for the services requested herein under _____ (Bid/Grant/Subgrant/Contract/Subcontract Number) and if the business status changes during the life of the grant, subgrant, contract or subcontract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Solid Waste Management Program with all documentation required in Box B of this exhibit.

EXHIBIT C
(Continued)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, the grantee, subgrantee, contractor, or subcontractor must perform/provide the following. The grantee, subgrantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein:

EXHIBIT C
(Continued)

AFFIDAVIT OF WORK AUTHORIZATION:

The grantee, subgrantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to _____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontract, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to _____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

Additional terms and conditions may be added, particularly for grants that receive bonus points for priority #1.

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

**MID-MISSOURI SOLID WASTE MANAGEMENT DISTRICT
Financial Assistance Award - Invoice for Payment**

Sub-grantee:

Grant Number:

Date of Request:

Requested Reimbursement

| 1. Payee | 2. Budget Category | 3. Grant Funds Requested | 4. Match Funds Provided | 5. Total (sum of 3 + 4) |
|----------|--------------------|--------------------------|-------------------------|-------------------------|
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| | | | | |
| Total | | | | |

The Sub-grantee will be reimbursed for all allowable expenses and/or expenditures incurred or created in completion of the approved grant project. 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 and providing proof of all expenditures, such as invoices and canceled checks. This request must identify the Sub-grantee's share of matching funds and must provide proof of the Sub-grantee's payment of such matching funds before grant funds may be advanced.* **Indicates payee qualifies as MBE/WBE as per Sec. 11 of the Financial Assistance Agreement.**

Grant Sub-grantee(s)

I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made or will be made in accordance with the sub-grant and that payment is due and has not been previously requested.

| Name | Title | Name | Title |
|------|-------|------|-------|
| | | | |

1. Company paid for goods and services.
2. Budget category for that purchase as listed in the Financial Assistance Agreement (FAA).
3. Documented grant funds requested, in accordance with the FAA.
4. Documented matching funds requested, in accordance with the FAA.

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:

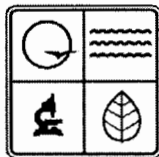
The Mid-Missouri Solid Waste Management District logo includes the full name of the district plus the "map" logo as seen below. The name should be placed adjacent to the "map" logo or beneath it as seen below:

Logo:



***Mid-Missouri Solid Waste
Management District***

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.



**Missouri Department
of Natural Resources**

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."