

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

Grant Number: H2025-005

Fiscal Year: FY2025

Project Period: 4/18/2025 – 5/31/2027

Grantee Name: City of Columbia

Address: 5700 Peabody Road, Columbia, MO 65203

Authorized Representative: Matthew Lue

Title: Finance Director

Phone Number: 573-874-2489

Email: grants@como.gov

☒ **New Award**

☐ **Amendment**

Project Title: Mini-Rolloff Truck Replacement

Project Summary: The purpose of the grant would be to replace a mini-rolloff truck.

Diversion Goal: 6381.11 tons

Award: \$100,000.00

Match: \$100,215.00

Estimated Income: \$Amount

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Work Plan:

Quarter 1	Sign FAA with MMSWMD, write specifications for truck. Quarterly Reporting.
Quarter 2	Bidding, quarterly reporting
Quarter 3	Award bid, quarterly reporting
Quarter 4	Await delivery of truck, quarterly reporting.
Quarter 5	Await delivery of truck, quarterly reporting.
Quarter 6	Await delivery of truck, quarterly reporting.
Quarter 7	Await delivery of truck, quarterly reporting.
Quarter 8	Accept delivery of truck, final reporting.

Mid-Missouri Solid Waste Management District – Financial Assistance Agreement

Budget:

Budget Item	Grant Funds Provided	Match Provided	TOTAL
PERSONNEL			
CONTRACTUAL SERVICES			
EQUIPMENT			
Mini-Rolloff Truck	\$100,000.00	\$100,215.00	\$200,215.00
SUPPLIES			
TRAVEL			
OTHER			
TOTAL			

Mid-Missouri Solid Waste Management District – Financial Assistance Agreement

Administration Requirements:

1. Grantee will follow all applicable federal, state, and local laws and regulations.
2. Grantee will follow the MMSWMD Terms and Conditions (Exhibit A).
3. Any potential changes to the project period, budget, or scope of work will be sent to the MMSWMD District Planner and may be subject to Executive Board approval, MDNR approval, or denial.
4. MMSWMD will preserve all documentation for at least three years following the close of the project or until any litigation, claim, negotiation, audit, or other action has been resolved, whichever is later.

Work Plan and Reporting Requirements:

1. Grantee will follow the work plan to the extent possible.
2. The scope of work will be accomplished within the project period.
3. Required performance reports including the status of the project, any problems, projected completion date, and diversion tonnage will be completed quarterly throughout the project duration.
4. A minimum of four quarters of reporting will be completed prior to submission of final report.

Financial Requirements:

1. MMWSMD will only reimburse for expenses made during the project period and after this FAA is fully executed by both parties.
2. Any program income earned must be reinvested in the project during the project period.
3. Grantee will submit invoices with documentation of expenses to MMSWMD for approval.
4. 15% of the grant award will be held until project completion, any required liens are recorded, and the MMSWMD Executive Board approves the final report and final accounting of project expenditures.
5. Grantee will file a security interest naming MMSWMD as lien-holder on any equipment purchase of \$5000 or more.
6. Recycling equipment purchased with grant funds for this project shall be used only for collecting recyclables, not trash, during the project period and while MMSWMD retains any security interest.

Exhibits:

- A. MMSWMD General Terms and Conditions
- B. Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- C. Invoice Template

Grantee agrees to comply with the Administration Requirements, Work Plan and Reporting, and Financial Requirements.

The assistance described herein is hereby offered and accepted upon the signature of authorized officials:

Mid-Missouri Solid Waste Management District Executive Board

Dawn Kirchner, Chair

Date: _____

Wendy Powers, Vice-Chair

Date: _____

Grantee: City of Columbia

By: _____ Date: _____
De'Carlon Seewood, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Sheela Amin, City Clerk

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Nos. 5571-462000, RF079 and 5570-351000, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Finance Director

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

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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 Mid-Missouri Solid Waste Management District (MMSWMD) and the Grantee agree as follows:

A. GRANT.

1. MMSWMD hereby extends the Solid Waste Management Grant to the Grantee as identified in the Financial Assistance Agreement (FAA) by grant number, project and budget period, Grantee name, and project title and description.
 - a. Such grant is conditioned on the matching funds or cost share to be paid by the Grantee.
 - b. By execution of this FAA, the 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.
2. 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.

B. PAYMENT OF GRANT FUNDS.

1. MMSWMD will reimburse the Grantee for allowable and budgeted expenditures incurred in completion of the approved grant project as described by the FAA.
 - a. The Grantee shall report all project expenditures and/or expenses and submit requests for reimbursement using the invoice form attached to the FAA.
 - b. The Grantee shall fully complete and sign the invoice to request reimbursement.
 - c. The request shall identify the Grantee's share of matching funds and provide proof such payment was completed.
 - d. All expenditures in the invoice to MMSWMD shall identify the budget category and line item that corresponds to the budget detailed in the FAA.
2. Grantees must follow use bids/proposals for purchases in accordance with RSMo 34.040 and 1 CSR 40-1. Proof of bids/proposals must be provided upon request to MMSWMD.
 - a. \$0-10,000 - No bids required.
\$10,000-100,000 - Minimum of three informal bids required.
\$100,000 or more – Formal competitive bid required.
3. 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 granted by MMSWMD.
4. No reimbursement for buildings or equipment purchases for which MMSWMD shall hold a security interest according to Section J will be made until proof of security interest is provided.
5. MMSWMD shall retain fifteen percent (15%) of the grant funds until final completion of the grant project and Executive Board approval of the 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.
6. The MMSWMD has the option of making payment directly to a vendor instead of reimbursing the district 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. Grantee must provide proof of any matching funds required prior to direct payment by the MMSWMD Executive Board.

C. RECORD RETENTION.

The 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.

1. 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.

2. Such documents and any other supporting documents or material shall be made available if requested by MMSWMD, the Missouri Department of Natural Resources, or the Missouri State Auditor's office throughout the period referenced under Record Retention or longer if the records are retained.
3. In the event that the 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 Grantee receives written notification from MMSWMD or until the action is complete or the five year period, whichever is longer.

D. GRANT PROJECT.

1. The Grantee shall use grant funds solely for the approved grant project. The project description is contained the FAA and are incorporated herein by reference and made a part hereof.
2. 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.
3. Grant funds shall be reimbursed by the Grantee to MMSWMD as required by MMSWMD.

E. MATCHING FUNDS.

1. The approved grant project shall be funded partially by the MMSWMD and the Grantee. The amount of the Grantee's contribution to funding is identified in the budget detailed in this FAA.
2. 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 Grantee.
3. By entering into this FAA, the 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.
4. The Grantee shall first make payment from its matching funds and provide proof thereof to the MMSWMD before grant funds may be used.
5. In the event that the grant project should be completed prior to the expenditure of all of the Grantee's matching funds identified in the Schedules hereto, the Grantee shall reimburse MMSWMD the amount of such unused and unexpended portion of the Grantee's matching funds, and such payment shall be retained by the MMSWMD as repayment of excess grant funds.
6. MMSWMD shall retain fifteen percent (15%) of the grant funds until final completion of the grant project, Executive Board approval of the Grantee's final report and final accounting of project expenditures.

F. ACCOUNTING.

The Grantee shall account for all funds expended in conjunction with the grant project including matching funds and grant funds.

1. The 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.

2. All financial reports shall provide clear references to the project, fiscal transactions relating thereto, and expenditures, all properly documented with appropriate footnotes where necessary.
3. 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.

G. REPORTING.

The Grantee shall submit to the MMSWMD no less often than quarterly, a written report which shall identify the following:

1. Project Number.
2. Tonnage diverted in the previous quarter, listed by material.
3. Other measurable outcomes from the previous quarter.
4. Progress toward completion.

Reports shall be submitted to MMSWMD within 30 days of the end of each fiscal quarter - September 30, December 31, March 31, and June 30.

Upon completion of the grant project, a final report shall be made by the Grantee not later than forty-five (45) 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.

Grantees acquiring equipment from district grant funds and for which the District holds a security interest 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 grantee by September 30 of each year.

H. AMENDMENTS AND TRANSFERS

Grant recipients may request a transfer of up to 10% of the total grant award from any budget category to another existing budget category and the District Coordinator may approve such transfer without an FAA amendment. The request for transfer must precede or accompany an invoice for payment that necessitates such a transfer. Any budget transfer from one budget category to another existing budget category that exceeds 10% of the entire budget shall require and be subject to the approval of the Executive Board and execution of an amendment to the FAA.

Amendments to extend the project end date shall require and be subject to the approval of the Executive Board and execution of an amendment to the FAA.

I. TERMINATION FOR CAUSE.

MMSWMD, upon prior written notice to the Grantee, shall terminate this FAA in the case of the following events:

1. The Grantee fails to comply with the provisions and agreements contained in the FAA.
2. The Grantee refuses to use the grant funds in accordance with the provisions of this FAA.
3. MMSWMD determines that the use of grant funds are in violation of the law or regulations.

Any such notice of termination by the MMSWMD shall include a written statement of the reasons therefore together with an effective date. The 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 Grantee. No further grant funds shall be paid to or on behalf of the Grantee. This agreement is not transferable to any person or entity.

J. TERMINATION FOR CONVENIENCE.

MMSWMD or the grantee may terminate the grant, in whole or in part, when the parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

This agreement is not transferable to any person or entity.

K. EQUIPMENT.

Subject to the obligations and conditions set forth in this section, title to equipment acquired under this FAA will vest upon acquisition in the Grantee.

1. Use.
 - a. 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.
 - b. The 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.
2. Management requirements.
 - a. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds the title, the acquisition date, and cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. The 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.
 - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

- e. Adequate maintenance procedures must be developed to keep the property in good condition.
 - f. For all equipment purchased, in whole or in part, with MMSWMD grant funds, the Grantee shall procure and maintain insurance covering loss or damage to equipment purchased with a 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.
 - g. When acquiring replacement equipment the 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.
3. Security Interest.
- a. The Grantee hereby grants to the district and assigns a security interest in all equipment purchased by the Grantee for \$5,000 or more with the use of grant funds in whole or in part.
 - b. The security interest in equipment owned by the Grantee shall be equivalent to the amount of funding provided by the district for the purchase of the equipment.
 - c. Unless MMSWMD notifies the 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 Grantee.
 - d. 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.
 - e. When the security interest is fully depreciated, MMSWMD will, on written demand by the Grantee, send the Grantee a termination statement that the MMSWMD no longer claims a security interest in the financing statement (identified by file number).
 - f. If the equipment owned by the Grantee is purchased with grant funds and is required to be titled through the MDOR, the MMSWMD must be listed as a lien holder on said title.
 - g. The 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 Grantee must provide the MMSWMD with documentation that the MMSWMD is listed as a lienholder on the title.
 - h. If the equipment owned by the Grantee is purchased with grant monies and is not required to be titled through the MDOR, the 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.
 - i. It is the responsibility of the 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.
4. Disposition. When the original or replacement equipment acquired under the grant is no longer needed for the project or program, disposition of the equipment will be made as follows:
- a. The Grantee shall not sell, give away, relocate, or abandon the assets including equipment without the MMSWMD's prior written approval.
 - b. 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.

- c. For items of equipment with a current per unit fair market value of \$5,000 or more: When the equipment is owned by a 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.
- d. When appropriate disposition actions are not taken by the equipment owners, MMSWMD may direct the grantee on how to dispose of the equipment.

L. 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. Title to buildings or site improvements acquired under a grant will vest with the Grantee upon acquisition.

1. Use.
 - a. The 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.
 - b. 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.
 - c. The Grantee shall not transfer, sell, or pledge any assets including buildings or site improvements purchased using grant monies during the term of the grant and for five (5) years thereafter without first obtaining the prior written consent of the MMSWMD.
 - d. The Grantee shall not sell, give away, relocate, or abandon the assets including buildings or site improvements without the MMSWMD's prior written approval.
 - e. 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.
 - f. 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.
2. Management Requirements. The Grantee's procedures for managing buildings or site improvements whether acquired in whole or in part with 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 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.
3. Security Interest.

- a. The 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 Grantee for \$5,000 or more, in whole or in part, with grant monies.
 - b. For such buildings or site improvements to be owned by the Grantee, the MMSWMD must be granted a security interest or lien and be listed as the lien holder.
 - c. The 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.
 - d. The 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.
 - e. If the Grantee is granting the security interest to the MMSWMD, the 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 MMSWMD notifies the 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 Grantee.
 - f. 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.
4. Disposition. When a building or site improvement acquired by the 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 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 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 Grantee owned buildings or site improvements, the MMSWMD may direct the Grantee on how to dispose of the building or site improvements.
 - d. If the building or site improvement owner is put on notice by or the MMSWMD that grant assets are not being used for the intended purpose, then; for Grantee owned building or site improvements, the Grantee shall not sell, give away, move, relocate, abandon, or dispose of the asset without the MMSWMD's prior written approval.

M. PURCHASING AND CONTRACTING.

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.

N. GRANTEES CONSIDERED TO BE HIGH RISK.

Special terms and conditions may apply to Grantees considered “high risk” in accordance with 260.335.5, RSMo.

The MMSWMD may determine a Grantee is “high risk”, if the 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 Grantee to obtain technical or management assistance; or establishing additional prior approvals.

If the MMSWMD decides to impose such conditions, the MMSWMD will notify 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.

O. CONFLICTS OF INTEREST.

No party to this grant, nor any officer, agent, or employee of either party to this grant, shall participate in any decision related to such 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 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 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.

P. ELIGIBILITY, DEBARMENT AND SUSPENSION.

By applying for this award, the 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.

1. If compliance issues exist, the 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.
2. 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."
3. The Grantee shall complete a Debarment/Suspension form when required by the MMSWMD. Furthermore, the Grantee is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a state funded grant.

Q. REMEDIES FOR NONCOMPLIANCE.

If a 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, then the MMSWMD may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the award or grant of current or future funds;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Temporarily withhold cash payments pending Grantee's correction of the deficiency;
4. Withhold further awards from the Grantee;
5. Compel the repayment of funds provided to the Grantee pursuant to the award or grant;
6. Order the Grantee not to transfer ownership of assets purchased with district grant funds without prior MMSWMD approval; or
7. Pursue any other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment with respect to the Grantee.

R. STATUTORY REQUIREMENTS.

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

S. EMPLOYMENT

1. Pursuant to RSMo 285.530 (1) as a condition for the award of any grant, contract, or subcontract in excess of five thousand dollars, no grantee, 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.
2. The grantee, contractor or subcontractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
3. Pursuant to section 285.530, RSMo, if the grantee, contractor, or subcontractor meets the section 285.525, RSMo definition of a "business entity," the grantee, contractor or

subcontractor must affirm the 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.

4. The 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 grant, contract, or subcontract.
5. If the 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, 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, contract, or subcontract immediately without penalty or recourse and suspend or debar the 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, contractor, or subcontractor.
6. The grantee, contractor, or subcontractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

T. Identification of the Mid-Missouri Solid Waste Management District (MMSWMD).

Grantees should identify the District as a funding source on all grant projects for public distribution or in public view. Vehicles and/or equipment (bins, carts, receptacles, containers, dumpsters, etc.) purchased with grant funds should include a sticker, magnetic sign, engraving, or the like bearing the name of the District (Mid-Missouri Solid Waste Management District).

For projects where material is published in news releases, videos, displays, and all other projects from which information may be obtained by reading, listening to, or viewing material, the logo and name should be included according to the following directions (See next page):

Logo Usage:

Two logo styles (stacked and horizontal) are available along with two text colors (blue and white). Grantees may choose both style and text color as suits their need. Logo image files are available by emailing staff and are located at mmswmd.org.



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, "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.