

Northwest Missouri Regional Solid Waste Management District

Fiscal Year 2010 District Grant Call Guidance Document



**Applications must be received by the District's office by
Monday, April 5, 2010 by 3:00 p.m.
to be considered for funding.**

**Please mail completed application to the
Northwest Missouri Regional Solid
Waste Management District
114 W. 3rd St.
Maryville, MO 64468**

**Please direct questions to Denise Workman by calling
660-582-5121 or E-mail
denise@nwmorcog.org**

**District Grant Application Package
Table of Contents
District Grant Guidance Document
Table of Contents**

District Formation and Origin of Funding.....	1
Application Assistance.....	2
Timeline	2
Eligibility Information.....	2
1. Eligible Applicants	2
2. Eligible Projects.....	2
3. Funding Priorities	3
4. Eligible Costs.....	3
Funding Targets.....	4
1. Targeted Materials List.....	4
2. Missouri Policy on Resource Recovery.....	4
Requirements and Obligations	5
1. Match Requirements	5
2. Financial Assistance Agreement.....	5
3. Accountability.....	5
4. Time Period	6
5. Expenditure of Funds.....	6
6. Reimbursement	6
7. Economic Development Bill Sales Tax Exemption	7
Application Process	7
1. Submittal of Application.....	7
2. Application Content and Supporting Documentation.....	7
<u>Attachments</u>	
1. Application Checklist, Forms, and Evaluation Criteria	
2. Missouri Department of Natural Resources General Terms and Conditions	
3. Sample Financial Assistance Agreement	

Northwest Missouri Regional Solid Waste Management District

District Formation and Origin of Funding

The Northwest Missouri Regional Solid Waste Management District A (NWMRSWMD) was established in 1991 pursuant to RSMo., Section 260.350 in accordance with the Missouri's Solid Waste management Law (Senate Bill 530). The intent of this legislation is to provide clear direction to Missourians on solid waste management practices, and decrease the volume of solid waste being generated for landfill disposal by forty percent. SB530 provided some landfill bans including whole tires, waste oil, white goods, lead acid batteries and yard waste. Twenty solid waste management districts were established under SB530 including the NWMRSWMD. The counties of Atchison, Gentry, Holt, Nodaway and Worth and their respective cities are active members of District A.

The Solid Waste Management Fund was established to help fund improvements in the infrastructure for landfill alternatives, like recycling. The funding mechanism is a \$2.11 per ton disposal fee levied on tonnage at the landfill or at a transfer station transferring waste out of state. A \$1.40 per ton fee is also levied on demolition waste. Within District A, this tonnage fee is only collected from the transfer stations located in Maryville and Tarkio. Fifty-eight percent of the revenue generated statewide from these tipping fees is divided between the twenty Solid Waste Management Districts for local grant projects. Fifty percent of this money may be allocated for city/county or plan implementation projects and up to fifty percent may be used for operations within the District.

SB60 and SB112, passed during the 1995 legislative session, revised funding formulas and amended administrative rules for the District Grant process. The requirements and the evaluation criteria developed for this packet were based on the administrative rule 10 CSR 80-9.050 and are subject to revisions based on SB60 and SB112 regulations.

The District has the responsibility to develop and implement a plan that will accomplish a forty percent reduction in the disposal of solid waste from District A. To accomplish this goal, it will require the cooperation and participation of all member counties, cities, and communities. The development of private businesses and industries, along with private citizens are also encouraged to participate.

This packet provides information on grant funds available through the Region A Solid Waste Management District and the application process. Each district operates slightly differently; however, the funding must be used in accordance with 10 CSR 80-9.050. The requirements and the evaluation criteria developed for this packet were based on the administrative rule 10 CSR 80-9.050.

Application Assistance

Assistance with the application is available through the district office. It is recommended that all potential applicants contact the district office, (660) 582-5121, early in the project development process. Staff will be available to provide assistance to first-time applicants and updates and reminders to those who have applied before. It is strongly recommended that you schedule a meeting with the district planner prior to submitting the final application.

Timeline

- 02/16/10 Public notice of funds available - written notice to all governing officials of each county and city with a population over 500 and publication of a notice in the officially designated newspaper for public notices for every county and city with a population over 500 within the district.
- 04/5/10 Applications are due in the district's office by 3:00 p.m. at 114 W. 3rd; Maryville, MO
- 04/14/10 Applications are scored and selected by the district's Executive Board members
- 04/15/10 Notification given to applicants regarding district's selection and award negotiations if applicable
- April-June Review of approved project proposals and district rankings by Missouri Department of Natural Resources staff
- MDNR approves projects
- District proceeds with financial assistance agreements with approved grant recipients
- 07/1/10 Project begins (*pending final approval from MDNR*)

Eligibility Information

The District's Executive Board will evaluate each proposal they determine to be eligible and completed in accordance with the *Application Guidance Document* and *District Grant Review Evaluation Criteria*.

1. Eligible Applicants

Eligible applicants include any municipality, county, public institution, not-for-profit organization, private business or individual currently operating within the defined district boundaries or who will be operating within the district as a result of the project.

2. Eligible Projects

The following project categories will be considered for funding:

- *Waste Reduction/Source Reduction*: Practices which avoid or reduce the amount of waste

produced by changing a product design, making consumer goods repairable and/or more durable, changing processing methods and/or consumer behavior and buying habits.

- *Research and Development/Reduction:* Development of new processes to reduce the amount of waste produced.
- *Collection/Processing:* Activities that recover or transport materials, or prepare materials for recycling markets.
- *Research and Development/Recycling:* Development of new processes for collecting, processing, re-manufacturing or selling waste material as a new product.
- *Market Development:* Activities that stimulate or increase the demand for recovered materials.
- *Composting:* Activities that facilitate the controlled biological decomposition of organic solid waste, thereby reducing yard waste.
- *Energy Recovery/Incineration:* Energy recovery through combustion of waste.
- *Educational/Informational:* Programs to effectively inform and instruct the general public on waste management and waste reduction activities.

3. Funding Priorities

- Priority will be given to cities and counties who have adopted the NWMRSWMD's integrated Solid Waste Management Plan. District Grant funding for projects to an entity within a city or county, which has not adopted the plan, will be given a lower priority.
- Projects requesting employee funds for a new position that include a commitment to continue the position for a minimum of two years with funds by the requesting party, will be considered favorably.
- Projects that further the recycling and waste reduction efforts of the District will be given priority. (Projects for maintenance of an existing program will be given lower priority). All projects using materials made from post-consumer resources will be given priority.

4. Eligible Costs

The following list of eligible costs is provided to assist the applicant with budget development. Budget development is an important part of the application process. The district is interested in developing a sustainable infrastructure for waste reduction and diversion. **Expenses that demonstrate the potential for long-term impact will score better in the evaluation process than those that do not. Costs such as processing fees, hauling fees, salaries, travel and overhead must be carefully justified as to the necessity, and resulting long-term impact of the expense.** Expenses that do not provide long-term impact should be included in the budget as match, instead of grant funds, if possible. It is recommended that the applicant contact the district office to discuss budget development. Eligible costs include (but may not be limited to):

- a. Equipment for collection, processing, manufacturing or hauling;
- b. Materials and labor for construction of buildings;
- c. Engineering or consulting fees incurred within the project period;
- d. Equipment installation costs including installation, freight or retrofitting or the equipment;
- e. Laboratory analysis costs;
- f. Salaries directly related to the project;
- g. Development and distribution of informational materials;
- h. Development and implementation of informational forums including, but not limited to workshops;
- i. Overhead costs directly related to the project; and
- j. Travel necessary for project completion

k. Professional Services

Ineligible costs are those which district grants will not cover. They include:

- a. Operating expenses such as salaries and expenses that are not directly related to the project activities;
- b. **Costs incurred before the project start date or after the project end date;**
- c. Taxes;
- d. Legal costs;
- e. Contingency funds;
- f. Land acquisition;
- g. Gifts;
- h. Disposal costs;
- i. Fines and penalties;
- j. Food and Beverages for non-working meetings
- k. Lobbying; and
- l. Projects that cost beyond \$19,500, the annual funding maximum per entity

Funding Targets

1. Targeted Materials List

Preference shall be given to projects that reduce, reuse, recycle or strengthen consumer demand for the following post-consumer materials. The list reflects materials as priorities by the NWMRSWMD's Executive Board, modified after Missouri Department of Natural Resource's targeted material list and may be modified by the District as warranted.

Priority #1

Tires
Waste Oil
Household Hazardous Waste
Major Appliances
Lead Acid Batteries
Non-hazardous Waste from Industry
Commercial and Institutional Waste
Plastic Resins - #1, 2, and others
Electronics
School Lab Wastes

Priority #2

Cardboard
Newspaper
Magazines and Other Paper
Textiles
Glass
Yard Waste & Other Organic Waste
Demolition Waste
Ferrous & Non-Ferrous Metals

2. Missouri Policy on Resource Recovery

Projects should be consistent with the waste management hierarchy as described in the Missouri Policy on Resource Recovery. This hierarchy is as follows:

- a. Reduce the amount of solid waste created;
- b. Reuse, recycle and compost;
- c. Recover and use energy from solid waste; and
- d. Incinerate or dispose of in a sanitary landfill

Requirements and Obligations

1. Match Requirements

Eligible applicants must provide matching funds equal to or greater than 20 percent of the total cost of the project. The District reserves the right to make exception to this requirement on a case-by-case basis. Applicants are encouraged to develop budgets that reflect a commitment to the project through matching funds. (*20% match + 80% grant = 100% total project budget*). The applicant must document the availability of matching funds.

Not-for-profit organizations, municipal/county governments, and public institutions may not be required to provide matching funds for projects that clearly demonstrate district-wide applicability or provided necessary services.

Expenditure of matching funds may be documented in the same manner as grant fund expenditures. Matching funds must be for eligible project costs incurred during the project period. Matching funds may include cash outlays or in-kind contributions.

2. Financial Assistance Agreement

After the selection process is completed, the district will enter into a financial assistance agreement (FAA) with approved applicants. It is important that applicants understand all obligations as identified in the FAA and its attachments prior to signing this document. Additional terms may be added. Approved applicants must comply in full with all terms of the Department of Natural Resources' *General Terms and Conditions*. A copy of the Missouri Department of Natural Resources' *General Terms and Conditions* and *Special Terms and Conditions* is attached (Attachment 2).

Before awarding funds to eligible applicants, the recipients must demonstrate that all applicable federal, state, and local permits, approvals, licenses or waivers required by law and necessary to implement the project have been obtained.

3. Accountability

Quarterly Reports: Projects receiving financial assistance shall submit quarterly reports to the district by the reporting deadlines established in the financial assistance agreement. The reports shall contain the following:

- a. The details of progress on a task-by-task basis as described in the work plan, including volume or weight of waste diversion (waste recycled, composted or otherwise diverted from a landfill or incinerator) for each type of material recovered in the project, if appropriate;
- b. Problems encountered in project execution;
- c. Summary of expenditures;
- d. Budget adjustments made within budget categories, with justifications;
- e. Amendments to the financial assistance agreement; and
- f. Other information necessary for proper evaluation of the progress of the project

Final Report: Projects receiving financial assistance shall submit a final report to the district within fourteen (14) days of the completion date. The report shall contain the same information as described for quarterly reports, as well as a comparison of actual accomplishments to the goals established, and reasons why the goals were either not met or were exceeded.

Accounting System: The recipient shall maintain an accounting system according to generally accepted accounting principles that accurately reflects all fiscal transactions, incorporates appropriate controls

and safeguards, and provides clear references to the project proposal. Accounting records must be supported by source documentation such as canceled checks, paid bills, payrolls, time and attendance records, contracts, and agreement award documents. NWMRSWMD claims a lien, which must be registered with the proper state agency, on any equipment purchased by the district subgrantee for \$5,000.00 or more, in whole or part, with district grant funds. The terms of the liens are described in the sample FAA. Most equipment liens are registered by filing a UCC-1 form with the Secretary of State, or a vehicle title with the Department of Revenue. Any profit as a result of this project must be reinvested in the project to continue facilitating the waste-reduction activity.

Retention and Custodial Requirements for Records: The recipient shall retain all records and supporting documents for at least three (3) years from the closing of the grant, or longer if needed for any litigation, claim, negotiation or audit. Items purchased costing \$5,000 or more will be tracked by the District in graduated responsibility over four (4) years. Failure to comply with the rules for accountability listed above can cause an organization to be refused funding in future years.

4. Time Period

Funding may be requested for periods of up to 12 months. Activities must be completed within the time frame specified in the grant award. Project extensions are permitted. Amendments to the financial assistance agreement that extend the project period or adjust the budget may be made if properly justified by the recipient and approved by the district's Executive Board.

5. Expenditure of Funds

Expenditure of funds ***must be for costs incurred during the project period*** in accordance with the approved budget agreement. This means no expenditures may be made, or bids accepted before the start date or after the ending date named in the FAA. Recipients of Solid Waste Management Fund financial assistance are ***required to obtain bids*** for all purchases according to the schedule defined in the Revised Statutes of Missouri (RSMo) 34.040. To paraphrase this statute:

Purchases of:

\$0 – 2,999.00 Do not require bids.

\$3,000.00 – 19,500.00 Require recipients to obtain three written bids (Chapter 34 RSMo.)

Grant recipients will research Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) interests in procuring services or products.

6. Reimbursement

Grant payments will be made on a reimbursement basis only. Reimbursements will be made in accordance with the terms of the financial assistance agreement, and the policies and administrative rules of NWMRSWMD. Documentation of expenditures is required and shall include invoices, contracts, canceled checks, monthly employee time records, mileage records, etc., as appropriate. Requests for payment shall identify the recipient's share of matching funds and shall provide proper documentation of expenditure of such funds. Reimbursements will be made as identified in the financial assistance agreement.

To be eligible for reimbursement, recipients must be in compliance with all quarterly and final reporting requirements, and if equipment over \$5,000 is purchased must submit proof of insurance. A minimum of 15% of the grant award will be retained until submission and Executive Board approval of the final report. Upon satisfactory completion of the scope of work as set forth in the agreement,

completion of all necessary reporting, recording all required liens and any other requirements in the agreement, the remaining grant funds due, if any, will be released.

7. Economic Development Bill Sales Tax Exemption

Any recipient that is not already exempted from sales tax should become familiar with House Bill 1237, the 1996 omnibus economic development bill which provided for an expansion of the sales tax exemption for recycling equipment under RSMo. section 144.030.2(4). To acquire the necessary tax form 1772, or for more information regarding the sales tax exemption, applicants should contact the Technical Support Section of the Tax Administration Bureau at (573) 751-2836. **The district is not responsible for the interpretation of RSMo. section 144.030.2(4), or for taxes not paid due to misinterpretation of this exemption.**

Application Process

1. Submittal of Application

Application must be received by **3:00 p.m. on April 5, 2010 in order to be eligible.**

The original and seven copies of the entire final application and supporting documentation must be submitted. No faxes or E-mails please.

Be sure to sign and date the application form.

Mail or deliver application packet to:

**Northwest Missouri Regional Solid Waste Management District
Attn: Denise Workman
114 West Third Street
Maryville, MO 64468**

2. Application Content and Supporting Documentation (Attachment 1)

All applications must contain all of the following items in the requested order to be considered for funding:

- a. Application Checklist**
- b. Applicant Profile Form**
- c. Executive Summary**

Complete a written summary statement (no longer than one page) describing the proposed project and its objectives. Explain why there is a need for the project; its current status, target materials, clientele, and the geographic area that will be served by the project. Indicate the amount and type of waste to be recovered or diverted from the waste stream. Describe the impact this proposed project will have upon the affected area and indicate how it correlates with the solid waste management activities of the District.

d. Location of Project

Provide both the physical location of the project as well as the mailing address (this could be different from the applicant's address).

e. Work Plan

Also referred to as the *Scope of Work*, the plan should identify:

- a) project **tasks** and descriptions,

- b) main key personnel involved in the project, and
- c) their qualifications.

f. Time table

The time table should show the anticipated dates for:

- a) major planned activities,
- b) expenditures,
- c) quarterly reports and
- d) final report.

g. Line-item Budget and Notes

The budget is an estimate of the costs for conducting the project. Estimates shall be provided for all major planned activities or expenditures **in excess of \$3,000** and must be supported by documentation showing how each cost estimate was determined (letter of intent, letter of commitment, manufacturer/business quote, catalog/website information, paid receipts, brochures, registration forms, etc.). Budget notes detail and further enhance the budget document. Provide the dollar amount and percent of match (your contribution).

Salaries must be broken down by position and translated into (one full time employee = 2080 hours per year), FTE hours worked and rate of pay.

h. Permits, Approvals, Licenses or Waivers

Verification must be provided that all applicable federal, state and local permits, approvals, licenses or waivers necessary to implement the project have been obtained or applied for. If only applications for any or all of the instruments noted above have been made, the project may not be awarded until they have been obtained. (e.g. waste oil, tires, and HHW projects)

i. Demonstration of Compliance with Local Zoning Laws

Demonstrate compliance with local zoning laws.

j. Evaluation Procedures

The evaluation procedures should describe both quantitatively and qualitatively how the success of the project will be measured.

k. Match Documentation and Supporting Documentation

Attach letters from all persons supplying cash or in-kind match commitments to the project. Attach all cooperative agreements and/or contracts (tentative and signed), purchase agreements, bids for equipment or service and other documents to indicate the stability of markets, sources of supply for material, and demand for service or product.

l. Confidential business information and availability of information

Any person may assert a claim of business confidentiality covering a part or all of that information by including a letter with the information which requests protection of specific information from disclosure. Confidentiality shall be determined or granted in accordance with Chapter 610, RSMo. However, if no claim accompanies the information when it is received by the department, the information may be made available to the public without further notice to the person submitting it.

Attachment 1

Application (Checklist, Forms, and Evaluation Criteria)

2010 Northwest Missouri Regional Solid Waste Management District
Application due Monday, April 5, 2010 at 3:00 p.m.



Northwest Missouri Regional Solid Waste Management District Application Checklist

Before submitting a District Grant, you **MUST** complete this form and attach to your proposal. Refer to Application Process. Only if you can answer YES to all questions on this form should you submit your proposal to the District's office.

2010 Grant Call	YES	Documented Page Number
Completed Forms		
<i>Applicant Profile (Signed & Dated)</i>	<input type="checkbox"/>	
<i>Executive Summary</i>	<input type="checkbox"/>	
<i>Location of Project</i>	<input type="checkbox"/>	
<i>Work Plan</i>	<input type="checkbox"/>	
<i>Time Table of Tasks</i>	<input type="checkbox"/>	
<i>Line-item Budget and Notes</i>	<input type="checkbox"/>	
<i>Required Permits and Licenses</i>	<input type="checkbox"/>	
<i>Compliance with Local Zoning Laws</i>	<input type="checkbox"/>	
<i>Evaluation Procedures</i>	<input type="checkbox"/>	
Attachments		
<i>Match Commitment</i>	<input type="checkbox"/>	
<i>Other Supporting Documentation</i>	<input type="checkbox"/>	
Included 1 Original and 7 Copies of Application	<input type="checkbox"/>	

At this time the District is not accepting applications to fund projects over \$19,500.

I hereby certify that the information above is true.

Signature of Authorizing Official

Date

Applicant Profile Form (cont.)

Name of Project

Amount Requested from District

Amount of Cash or In-kind Match

Total Cost of Project

Authorizing Official

Name

Title

Phone

E-mail

Signature of Authorizing Official

Date

Project Manager

Name

Title

Phone

E-mail

Signature of Project Manager

Date

Northwest Missouri Regional Solid Waste Management District

Executive Summary *(Summary of the project objectives and the problem(s) to be solved)*

Northwest Missouri Regional Solid Waste Management District

Location of Project

--

Work Plan

Task 1
Task 2
Task 3
Task 4
Task 5
Task 6
Task 7
Task 8
Task 9
Task 10
Task 11
Task 12
Task 13
Task 14
Quarterly Reports

Northwest Missouri Regional Solid Waste Management District

Key Personnel and Qualifications

Time Table

TASK	Jan	F	M	A	M	J	J	A	S	O	N	Dec
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quarterly Reports			<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>

Northwest Missouri Regional Solid Waste Management District Budget Form

	Solid Waste District	Subgrantee		
Budget Category	Requested Funds	Cash Match	In-Kind Match	Total Cost
1. Personnel – List each employee paid with funds				
<i>Example: John Doe, 2080 hrs @ \$15/hr.</i>	\$31,200			\$31,200
2. Contractual Services – List each professional service being paid with funds				
3. Equipment – List equipment to be purchased with funds				
4. Supplies – List supplies to be purchased with funds				
5. Travel – Max reimbursement \$.47/mile				
6. Other – List all other items to be paid with funds				
Total Project Budget				

**Match can be in the form of cash match or in-kind match. Please include an explanation of these costs in your budget notes. You must include documentation for any grant-funded purchase or service costing over \$3,000. This budget may be amended by the NWMRSWMD, with the agreement of the applicant for budgetary or other purposes*

Permits & Licenses – *Verify that all permits, approvals, licenses, waivers, security interest (i.e. UCC-1, certificate of title, deed of trust, or other security instrument) or title have been or will be obtained prior to award if applicable. If obtained please attach.*

Local Zoning Laws – *Demonstrate compliance with local zoning laws if applicable*

Evaluation Procedures – Describe both quantitatively and qualitatively how the success or benefit of the project will be measured.

Match Commitment - Attach letters from all persons supplying cash or in-kind match commitments to the project. Attach all cooperative agreements and/or contracts (tentative and signed), purchase agreements, bids for equipment or service and other documents to indicate the stability of markets, sources of supply for material, and demand for service or product.

Other Supporting Documentation – Attach other documentation if necessary for review of project

Northwest Missouri Regional Solid Waste Management District District Grant Evaluation Review Criteria

Conformance with Policies, Targets & Other Requirements – 40 points possible

- 1. Conforms with State Resource Recovery Priorities and priority is granted to projects which work toward implementing Missouri's Policy on Resource Recovery**
 - 10 points** – The project promotes and/or practices waste reduction
 - 5 points** – The project promotes and/or practices collection/processing, market development or composting
 - 2 points** – The project promotes and/or practices recovery and use of energy from waste materials
 - 0 points** – The project does not conform with the state resource recovery priorities

- 2. Conforms with State/District targeted materials list**
 - 10 points** – The project reduces or recycles a targeted material in Priority List 1
 - 5 points** – The project reduces or recycles a targeted material in Priority List 2
 - 3 points** – The project reduces or recycles a material not targeted
 - 0 points** – The target does not involve any specific material

- 3. Promotes waste reduction/recycling and/or results in an environmental benefit related to the District's Solid Waste Management Plan**
 - 10 points** – All aspects of the project target the goals of the District's plan
 - 6 points** – The project will address waste reduction in ways not specifically mentioned in the District's plan
 - 0 points** – The project does not address the plan's goals

- 4. Complies with federal, state or local requirements**
 - 10 points** – Proposal demonstrates that all federal, state and local permits, approvals, licenses or waivers necessary to implement the project have been applied for and has provided documentation for verification
 - 4 points** – Proposal indicates awareness of permits, but applications have not been submitted
 - 0 points** – Applicant submitted no evidence of obtaining needed permits and no documentation that permits are needed

Conformance with Policies, Targets & Other Requirements Subtotal: _____ points

Community Impact – 105 points possible

- 5. Contributes to community-based economic development through potential job creation and/or job retention**
 - 25 points** – The project employs an employee with a minimum commitment to continue the project two years beyond the grant funding period
 - 10 points** – The project employs an employee with a one year commitment to continue the project beyond the grant funding period
 - 0 points** – No commitment to continue the project beyond the grant funding period

- 6. Contributes to community-based economic development through potential market development**
 - 30 points** – The project produces a product using post-consumer resources located within the District
 - 10 points** – The project produces a product using post-consumer resources located outside the District
 - 0 points** – The project does not contain post-consumer resources

- 7. Affects on private business entities in the marketplace**
25 points – Project does not negatively affect private entities during and/or beyond the grant funding period
10 points – Project negatively affects private entities during the grant funding period only
0 points – The project negatively affects private entities during and after the grant funding period
- 8. Demonstrates a compelling argument documenting the need for the proposed service, information or market within the District**
10 points – Proposal provides a high level of need for the service, information or market within the District
5 points – Proposal provides an intermediate level of need for the service, information or market within the District
0 points – Proposal does not demonstrate need within the District
- 9. Quality and accessibility of method the project uses to disseminate information or services**
5 points - High quality information/service will be readily available at no fee
2 points – Information/service of medium quality or will be available for a fee
0 points – Information is of low quality or will be kept proprietary
- 10. Degree of community outreach which promotes the project and/or improves participation in waste reduction, reuse and recycling practices**
10 points – Proposal clearly demonstrates community outreach methods identifying audience and number people reached
5 points – Proposal includes community outreach component identifying audience
0 points – Proposal does not include or demonstrate community outreach component

Community Impact Subtotal: _____ points

Cooperative Efforts – 15 points possible

- 11. Demonstrates cooperative efforts to work with local governments and/or public/private partners as documented by a letter, ordinance, or resolution from the entity**
10 points – Proposal includes documentation of support and approval from local governing body and support of other partner organization(s)
5 points – Proposal includes documentation of support and approval of local governing body
0 points – No documentation of support from local governing body and/or public/private partner
- 12. Transferability of results by which project innovations and successes may be applied elsewhere in the district and/or state**
5 points – The project can easily be replicated in other areas of the region or state
0 points – The project is site specific and cannot be replicated in other areas

Cooperative Efforts Subtotal: _____ points

Technical & Administrative Considerations – 45 points possible

- 13. Technical capability of the applicant and staff to implement and operate the project based on previous work experience and demonstrated expertise in the field**
5 points – Applicant has extensive experience (five years or more)
3 points – Applicant has limited experience
0 points – Applicant has no experience

14. Managerial capability of the applicant and staff to effectively administer the project based on previous work experience

5 points – Applicant has extensive experience (five years or more)

3 points – Applicant has limited experience

0 points – Applicant has no experience

15. Knowledge of appropriate accounting procedures

5 points – Extensive experience (five years or more)

3 points – Limited experience

0 points – no experience

16. Ability to implement project in a timely manner

10 points – The project likely to be implemented based on the timeline

5 points - Implementing the project in a timely manner is a concern

0 points – The project is not likely to be implemented in a timely manner

17. Feasibility to implement project as stated in application

10 points – The project is capable of achieving its goals such as proposed tonnage diversion or any other measurable goals

5 points – Achieving the project's goals is a concern

0 points – The project is not technically feasible

18. Availability of feedstock

5 points – Sufficient supply of material within the District

3 points – Sufficient supply of material outside the District

0 points – Adequate supply of material questionable

19. Effectiveness of marketing strategy

5 points – Marketing strategy expected to generate sufficient participation to meet established goals

0 points - Marketing strategy not expected to generate enough participation to meet established goals

Technical & Administrative Considerations Subtotal: _____ points

Finances – 30 points possible

20. Level of commitment for financing

10 points – All financing for the project is committed and documented except for grant requests as indicated by letters, contracts and other verifiable documents

3 points – Sufficient financing is likely, but not yet committed

0 points – Proposed financing is questionable

21. Type of contribution by applicant

10 points – Applicant contributes both cash and in-kind match to project

7 points – Applicant contributes cash match to project

5 points – Applicant contributes in-kind match to project

0 points – Applicant does not contribute match to project

22. Match ratio or level of contribution by applicant display high level of commitment

10 points – Match greater than 30%

7 points – Match 25% - 30%

5 points – Match 20% - 24%

0 points – Match less than 20%

Finances Subtotal: _____ points

Other Possible Points – 45 points possible

23. Detail in which the proposal was created

25 points – detailed, complete with no additional data required to complete review of application

10 points – Substantially complete but additional data required to complete review of application

0 points – Not complete or insufficient data for consideration

24. Budget quality

20 points – Well organized, thorough budget that includes explanatory notes on all expenditures and items over \$3,000 documented with quote or catalog price

10 points – Budget is complete, but unorganized and missing information and/or budget notes

0 points – No budget included in the application

Other Subtotal: _____ *points*

Total: _____ *points*

Minimum Criteria

There are 280 total points possible. Projects must receive at least 75% of the total points to be considered for funding. The district reserves the right to reject any or all applications throughout the grant application process even if applicant meets the 75% threshold.

Attachment 2

Missouri Department of Natural Resources General Terms and Conditions

2010 Northwest Missouri Regional Solid Waste Management
District-Application due Monday, April 5, 2010 at 3:00 p.m.

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Solid Waste Management Program
General Terms and Conditions
Attachment 2

I. Administrative Requirements

These General Terms and Conditions highlight requirements which are especially pertinent to solid waste management district grant awards made by the Missouri Department of Natural Resources (MDNR), Solid Waste Management Program (SWMP) to Missouri's Solid Waste Management Districts (Districts). These General Terms and Conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. A certain number of these requirements are emphasized here because they are frequently invoked and their violation is of serious concern. Definitions of terminology used within these General Terms and Conditions are set forth in Section III of this document.

These General Terms and Conditions apply to district grant applications approved and signed by the District's Executive Board for use of Solid Waste Management Funds (SWMF). In addition to these terms and conditions, the District and District Subgrantee must comply with all governing requirements of the District's subgrant award.

A. Use and Award of Solid Waste Management Funds

1. All district funds shall be used for implementation of a solid waste management plan, district operations, solid waste management, waste reduction, recycling and related services as approved by the District Executive Board and the SWMP.
2. District grant or subgrant funds shall be awarded by the District for projects which will implement the District's approved solid waste management plan. These funds will be used for solid waste management projects as approved by the SWMP. However, no district grant or subgrant funds will be made available for incineration without energy recovery.
3. A District may elect to use more than one fiscal year's allocation of funds to finance a project. Prior to the SWMP encumbering funds for this project, the District shall submit a request to the SWMP for approval that provides justification and financial supporting documentation. Following the SWMP's approval, the District may request that these funds be transmitted to the District. All interest income earned by the District shall be obligated to this project until the total amount needed is reached.
4. District grant or subgrant funds shall not be awarded for a project whose applicant is directly involved in the evaluation and ranking of that particular project.
5. District grant or subgrant funds shall not be awarded for a project that displaces existing resource recovery services, unless the proposed project demonstrates how it will result in improvement or expansion of services.
6. District grant or subgrant funds shall not be awarded for a project that collects solid waste for disposal on a continuous basis.
7. Any funds awarded and disbursed to a District, which are not expended or encumbered, for the purpose of which the funds were awarded, will be repaid by the District to the SWMP for deposit into the SWMF.

8. District grant or subgrant funds may be withheld or may be required to be repaid if the District has an unresolved audit with significant findings or questioned costs.
9. Any district funds allocated to a District but not requested by the District following the procedures outlined in 10 CSR 80-9.050, Solid Waste Management Fund (SWMF) – District Grants within twenty-four (24) months of the end of the state fiscal year in which the funds were allocated may be reallocated by the SWMP pursuant to section 260.335.2, RSMo.
10. Special Terms and Conditions may apply to grantees or subgrantees considered “high risk” in accordance with 260.335.5, RSMo.
 - a. The SWMP in conjunction with the Solid Waste Advisory Board (SWAB) shall review the performance of Districts and District Subgrantees.
 - b. The SWMP may determine a District or District Subgrantee is “high risk”, if the District or District Subgrantee:
 - i. has a history of unsatisfactory performance;
 - ii. is not financially stable;
 - iii. has a management system which does not meet the management standards set forth in these General Terms and Conditions;
 - iv. has not conformed to terms and conditions of previous awards; or
 - v. is otherwise not responsible.
 - c. If SWMP 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.
 - d. Special conditions or restrictions may include:
 - i. payment on a reimbursement basis;
 - ii. withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
 - iii. requiring additional, more detailed financial reports;
 - iv. requiring additional project monitoring;
 - v. requiring the grantee or subgrantee to obtain technical or management assistance; or
 - vi. establishing additional prior approvals.
 - e. If the SWMP decides to impose such conditions, the SWMP will notify the grantee or subgrantee as early as possible, in writing, of:
 - i. the nature of the special conditions/restrictions;
 - ii. the reason(s) for imposing the special conditions/restrictions;
 - iii. 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
 - iv. the method of requesting reconsideration of the special conditions/restrictions imposed.
11. In consideration for the ability to utilize SWMF monies, the District and the District Subgrantee agree to comply with all applicable terms and conditions of the Financial Assistance Agreement (FAA) and any documents incorporated therein, including these General Terms and Conditions. Districts must incorporate the General Terms and

Conditions into the District's Subgrantee FAAs and any documents incorporated therein and either provide copies or make copies available to the subgrantees.

B. Project and Budget Periods

1. District Operations: The District's grant and budget period shall cover up to a one (1) year time period, unless otherwise approved by the SWMP.
2. Plan Implementation and District Subgrantee Projects:
 - a. Districts are to assign project and budget periods for district grants to allow for up to a two (2) year time period for project completion.
 - b. A maximum of one (1) six (6)-month extension may be allowed beyond the two (2) year completion period when approved by the Executive Board. All project and budget period extensions must be documented in executive board meeting minutes.
 - c. Any extension of the project or budget periods beyond two (2) years and six (6) months must have prior approval of the Executive Board and the SWMP.

C. Method of Payment

1. The District must be in compliance with all reporting requirements to receive disbursements.
2. Payments from SWMP to the District.
 - a. Plan Implementation Projects. Funds allocated to the District are disbursable to the District by the SWMP for all allowable and eligible approved expenses for performing the agreed upon scope of services identified in the approved application, required attachments, and supporting documentation, if applicable. In order to receive funds, the District shall submit original invoices for payment to the SWMP as agreed upon per the Attachment 1 of the approved and fully executed FAA. No disbursements will be made for district plan implementation expenditures incurred before the SWMP approval date or after the closing budget date. Budget closing dates can be extended when prior approval has been granted by the SWMP.
 - b. District Operations. Funds allocated to the District are disbursable to the District by the SWMP for all allowable and eligible approved expenses for performing the agreed upon scope of services identified in the approved application, required attachments, and supporting documentation, if applicable. In order to receive funds, the District shall submit original invoices for payment to the SWMP as agreed upon per the Attachment 1 of the approved and fully executed FAA. For Districts entering into contracts for district operations, no disbursements will be made for such expenditures incurred before the SWMP approval date or after the closing budget date. Budget closing dates can be extended when prior approval has been granted by the SWMP.
 - c. District Subgrantee Projects. Funds are disbursable to the District by the SWMP for all allowable and eligible expenses as specified in the agreed upon scope of services identified in the approved district subgrantee project application(s). In order to receive funds, the District shall submit original invoices and a copy of the fully executed District Subgrantee FAAs supporting the amounts requested from the SWMP, as agreed upon per the Attachment 1 of the SWMP's Financial

Assistance Agreement (FAA). No disbursements will be made for district subgrantee project expenditures incurred before the SWMP approval date or after the district subgrantee project closing date. Project closing dates can be extended when prior approval has been granted by the District's Executive Board and SWMP as provided for in section B., above.

- d. Invoices submitted by Districts to the SWMP must:
 - i. provide the project name, project identification number, and the amount of allocation funds requested for disbursement for each project;
 - ii. include the award amount set forth in the FAA fully executed by the District or District's Subgrantee; and
 - iii. include as attachments, copies of fully executed FAAs for each project for which the District is requesting funds.
- e. All disbursement requests must have the following signed certification by the authorized district officials: 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 subgrant and that payment is due and has not been previously requested.
- f. No disbursements will be made for costs incurred before or after the project's approved budget period or for costs incurred prior to the approval of the project by the SWMP.
- g. No disbursements will be made for expenditures incurred after the closing budget period unless a budget time period extension has been granted. (See section B., above.)

3. Payments from the District to the District Subgrantee.

- a. The approved and fully executed FAA between the District and the District Subgrantee must provide:
 - i. the District issued sequential project identification number;
 - ii. the District Subgrantee's name;
 - iii. the project name;
 - iv. the project start and completion dates;
 - v. a breakdown of award amount from allocation, carryover, and interest;
 - vi. the Subgrantee and District authority signatures;
 - vii. an executive summary;
 - viii. tasks;
 - ix. a budget summary/notes contained in the district subgrantee project application;
 - x. for a 15% retainage (until the District Executive Board gives approval of the District Subgrantee's final report and final accounting of project expenditures);
 - xi. for a 3-year record retention;
 - xii. for a minimum 4-year security interest in buildings, building site improvements, or equipment costing \$5,000 or more and purchased, in whole or in part, with SWMF monies; and
 - xiii. a copy of the District's Special and/or General Terms and Conditions, if referred to.

- b. Invoices submitted to the District by the District's Subgrantee must:
 - i. include the award amount provided in the FAA fully executed by the District and the District's Subgrantee; and
 - ii. provide the project name, project identification number, and the amount of funds being requested for reimbursement.
- c. All disbursement requests must have the following signed certification by the authorized district subgrantee official: 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 subgrant and that payment is due and has not been previously requested.
- d. No reimbursements will be made for costs incurred before or after the project's approved budget period by the District or for costs incurred prior to the approval of the project by the SWMP.
- e. No reimbursements will be made for expenditures incurred after the closing budget period unless a budget time period extension has been granted (See section B., above).
- f. Where the District requires match, payments under non-construction subgrants are to be based on the subgrant sharing ratio as applied to the total project cost. Each invoice submitted to the District must be based on the subgrant sharing ratio unless the District's subgrant specifically provides for advance payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the SWMP. Advance payments will only be made on a monthly basis to cover estimated expenditures for a 30-day period or as otherwise agreed. The SWMP will not approve the District advancing more than 25% of the total amount of the subgrant unless the Subgrantee demonstrates good cause.
- g. The District shall retain 15% of the funds awarded to the project until a District Subgrantee's final report has been provided to the District and the Executive Board approves the project's final report and final accounting of expenditures.
- h. The District has the option of making payment directly to a vendor instead of reimbursing the District Subgrantee. In order for payment to be made directly to the vendor, the Executive Board must approve such direct payment for goods or services being purchased by the District Subgrantee and the goods or services must have been received. Payment directly to the vendor does not relieve the Executive Board from the requirement for retaining 15% of the project funds until completion and submittal of the final report and final accounting of expenditures.
- i. For reimbursements or disbursements, the Executive Board may release the 15% retainage prior to completion of the subgrantee project with prior approval of the Executive Board and the SWMP.

D. Withholding of District Funds

- 1. The SWMP may withhold or reduce district grant awards until the District is in compliance with the following:
 - a. Solid Waste Management Law and regulations;
 - b. Planning requirements pursuant to section 260.325, RSMo;

- c. All General and Special Terms and Conditions of the District's FAA;
 - d. Audit requirements;
 - e. Significant audit findings and questioned costs resolution plans; and
 - f. All reporting requirements and plan revisions detailed in 10 CSR 80-9.050.
2. The SWMP may immediately withhold funds for significant audit findings. For other issues, the SWMP shall provide written notice of noncompliance prior to the withholding of funds, and such notice shall allow a minimum of thirty (30) days for the District to submit the documentation or conduct other tasks as indicated in the SWMP's notice.
 3. For receipt of reports, the SWMP shall use the postmark date as the date required performance and other reports are submitted by the District. If no postmark date is available, the SWMP shall use the date the SWMP receives the report.
 - a. If a District fails to submit to the SWMP a complete quarterly report, annual report, or plan revision (i.e., assessment inventory) by the due date indicated in the MDNR's notice of noncompliance, the SWMP shall withhold and reallocate funds equal to one percent (1%) of the District's most recent quarterly allocation for each day past the notice due date.
 - b. Extensions from the required due dates are allowed if the following provisions have been met:
 - i. The District has requested an extension prior to the notice due date and the SWMP has granted an extension; and
 - ii. The District has submitted a complete report by the date indicated in the SWMP approved extension.
 4. For questioned costs that the SWMP determines to be inappropriate or unnecessary, the District shall repay the SWMP or the SWMP shall withhold from the District's allocation the amount of the cost, following the SWMP's written request.
 5. For funds withheld from a District or repaid by a District, the SWMP shall reallocate these funds to all Districts that, at the time of the reallocation, are in compliance with all requirements and have addressed all deficiencies identified in a District's audit to the satisfaction of the SWMP. The reallocation shall be made to Districts in accordance with the allocation criteria pursuant to section 260.335, RSMo.
- E. Retention and Custodial Requirements For Records
1. The District or District Subgrantee shall retain financial records, supporting documents, and other records pertinent to the subgrant for a period of three years starting from the date of submission of the final financial status report.
 2. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the District or District Subgrantee shall retain records until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

3. The rights to access such records must not be limited to the required retention period but shall last as long as the records are retained.
4. The SWMP and the Missouri State Auditor's Office and any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the District or District Subgrantees which are pertinent to the subgrant, in order to make audits, examinations, excerpts, and transcripts.
5. The retention period for equipment and building or site improvements records begins from the date of the disposition, replacement, or transfer of the asset at the direction of the SWMP or District.
6. The District will ensure that a provision for compliance with the record retention requirements of these General Terms and Conditions is placed in every subgrant.
7. The District's records shall be maintained as public records pursuant to Chapter 610, RSMo.

F. Program Income

1. The District or District Subgrantee is encouraged to earn income to defray program costs.
2. Program income shall be deducted from outlays (i.e., expenditures) which may be both district grant funds and non-district grant funds as described below, unless the Solid Waste Management Fund – District Grant regulations, 10 CSR 80-9.050 or the FAA specify another alternative (or a combination of the alternatives). In specifying alternatives, the SWMP may distinguish between income earned by the District and income earned by District Subgrantees and between the sources, kinds, or amounts of income. When the SWMP authorizes the alternatives in paragraphs 2.b. and 2.c. of this section, program income in excess of any limits stipulated shall also be deducted from outlays.
 - a. Deduction. Ordinarily program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless the SWMP authorizes otherwise. Program income which the District or District Subgrantee did not anticipate at the time of the award shall be used to reduce the SWMP and District contributions rather than to increase the funds committed to the project.
 - b. Addition. With the prior written approval of the SWMP, program income may be added to the funds committed to the FAA by the SWMP and the District. The program income shall be used for the purposes and under the conditions stated in the FAA.
 - c. Cost sharing or matching. With the prior written approval of the SWMP, program income may be used to meet the cost sharing or matching requirement of the FAA, if applicable. The amount of the district grant award remains the same.
 - d. Program income after the award period.
 - i. Program income generated from project activities occurring after the expiration of the FAA between the District and District Subgrantee remains with the District Subgrantee.

- ii. Program income generated from project activities funded from district grant funds occurring after the expiration of the District's FAA with the SWMP must be expended in compliance with 10 CSR 80-9.050.

G. Interest Income

1. Expenditure of interest income earned on district grant agreement funds must be in compliance with 10 CSR 80-9.050.
2. Interest income earned from grant monies may be used to fund costs as long as those costs are reimbursable under the provisions established in 10 CSR 80-9.050 and directly benefit the District Subgrant Program and are budgeted and spent as part of a subgrant approved by the SWMP.
3. The expenditure of interest income, like other grant expenditures, must be reported to the SWMP quarterly on forms provided by the SWMP.

H. Match or Cost Share Funding

1. At this time, the SWMP does not require Districts to match state funds allocated pursuant to 260.335, RSMo.
2. The District may elect to require a matching share from their District Subgrantees. The matching share will usually be prescribed as a minimum percentage. In-kind (non-cash) contributions are allowable project costs when the in-kind contributions directly benefit and are specifically identifiable to the project or program. Any in-kind match must be assigned a fair market value stated in dollars and the rationale used to calculate the value must be provided. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a subgrant agreement if such costs have been or will be counted towards satisfying a cost sharing or matching requirement of another SWMF subgrantee agreement, a SWMF procurement contract, or any other award of SWMF funds. MDNR funds from another MDNR grant or subgrant shall not count towards satisfying a cost sharing or matching requirement of a district subgrant agreement. Any match funds are considered state funds and may only be used for purposes allowed by 10 CSR 80-9.050.

I. Financial Management Systems

The financial management systems of Districts and District Subgrantees must be in accordance with generally accepted accounting principles and meet the following standards:

1. Financial Reporting. Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the subgrant;
2. Accounting Records. Maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to subgrant awards and authorizations, restrictions on use of funds, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income, permit preparation of reports required by the SWMP, permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes;

3. Internal Control. Effective control and accountability must be maintained for all District and District Subgrantee cash, real and personal property, and other assets. Subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes;
4. Budget Control. Actual expenditures or outlays must be compared with budgeted amounts for each subgrant;
5. Allowable Costs. Allowability of costs shall be determined in conformance with the Solid Waste Management Law and the implementing rules as well as cost principles contained in Office of Management and Budget Circular No. A-87 for state and local governments (Attachment A), and Office of Management and Budget Circular No. A-122 (Attachment B) for nonprofit organizations. State agency program rules and regulations, and the subgrant scope of work will be followed in determining the reasonableness, allowability, and allocability of costs. The District and its' Executive Board are responsible for ensuring proper use of the SWMF. Districts will repay the amount of any improperly expended funds to the SWMP;
6. Eligible and Ineligible Costs. Eligible and ineligible costs may vary depending on the services, materials, and activities being performed. The District shall refer to 10 CSR 80-9.050(2)(D) for specifics on district fund use. Items not listed in 10 CSR 80-9.050(2)(D) or in sections (3)(A) District Operations, Eligible Costs and (4)(B) Plan Implementation Projects, Eligible Costs should be discussed with the SWMP;
7. Source Documentation. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents. Appropriate electronic verification of cleared checks may also be considered source documentation in lieu of actual cancelled checks. The documentation must be made available by the District or District Subgrantee at the SWMP's request; and
8. The District shall have procedures in place to minimize the time lapsed between money disbursed by the SWMP and money spent by the District or District Subgrantee.

J. Reporting of Program Activities

The District shall submit to the SWMP:

1. District Annual Report. The District shall submit within 120 days following the close of the just completed state fiscal year the following information:
 - a. Goals and accomplishments;
 - b. Types of projects and results during the fiscal year;
 - i. Projects resulting in tonnage diversion from landfills. Include the number and cost of the projects, tons diverted, and average cost per ton diverted. Identify separate statistics for items banned and not banned from landfills;
 - ii. Projects not resulting in tonnage diversion including the number and cost of projects; and
 - iii. Projects closed.
 - c. A description of the grant proposal evaluation process; and

- d. District council and executive board members: list names along with the organization represented.
2. Quarterly Report(s). On quarterly status report forms provided by the SWMP, the District shall submit the following information to the SWMP thirty (30) days after the end of each state fiscal year quarter (Note: State fiscal year quarters end on September 30, December 31, March 31, and June 30. Quarterly reports are due on: October 30, January 30, April 30, and July 30 respectively.):
 - a. Project status. For each plan implementation and district subgrantee project in progress, the District shall provide:
 - i. The details of progress addressing the project tasks outlined in the plan implementation application or subgrantee financial assistance agreement;
 - ii. Problems encountered in project execution;
 - iii. Budget adjustments made within budget categories, with justifications;
 - iv. The weight in tons of waste diverted for each type of recovered material utilized in the project for the most recent quarter following the implementation of the diversion activity or other measurable outcomes, as appropriate;
 - v. A copy of an amended subgrantee financial assistance agreement, if appropriate;
 - vi. Other information necessary for proper evaluation of the progress of the projects; and
 - vii. In the event that a time period for a project is less than a full year, only quarterly information appropriate to the project time period need be included in the district report.
 - b. District Operations Status: For the district operations status report, the District shall provide:
 - i. The details of progress in completing the district operations tasks outlined in the district operations application;
 - ii. Problems encountered in district operations;
 - iii. Required budget amendments; and
 - iv. Other information necessary for proper evaluation of district operations.
 - c. Project Financial Summary. For each grant (district operations, plan implementation and district subgrantee project) the District shall provide:
 - i. The original award amount taken from the accrued allocation held by the SWMP;
 - ii. Any district carryover used to fund a project or district operations;
 - iii. Any accrued interest income used to fund a project or district operations;
 - iv. Total grant award for that project or district operation. (The total J.2.c.i, J.2.c.ii, and J.2.c.iii);
 - v. Cumulative amount of District disbursement of funds to each District Subgrantee or to the District during that reporting period;
 - vi. Balance of that district subgrant project or district operations during that reporting period;
 - vii. Any carryover funding held by the District that has not been obligated for projects or district operations; and
 - viii. Any accrued interest income held by the District that has not been obligated for projects or district operations.
 3. Final Project Reports. The District shall submit to the SWMP a final report for each plan implementation or district subgrantee project that shall contain the same

information as described for project status in J.2.a. as well as a comparison of actual accomplishments to the goals established and a description of how goals were met, not met, or were exceeded. Final Project Reports shall be provided along with the next quarterly report submitted by the District (i.e., thirty (30) days after the end of the next state fiscal year quarter.).

4. Assessment Inventory: Pursuant to section 260.325, RSMo, the Executive Board shall review the District's solid waste management plan at least every twenty-four (24) months for the purpose of evaluating the District's progress in meeting the requirements and goals of the plan, and shall submit plan revisions to the Department and Executive Board or Council. At a minimum, the Executive Board shall submit revisions by April 1 of each odd numbered year that include, but are not limited to:
 - a. An inventory of solid waste services in the planning area on forms provided by the SWMP. Service information shall include:
 - i. the solid waste collection services available to residential and commercial customers;
 - ii. the recycling services available to residential and commercial customers;
 - iii. the services available for management of items banned from Missouri landfills, pursuant to section 260.250, RSMo; and
 - iv. the services available for management of household hazardous wastes.
 - b. Pursuant to section 260.320.3, RSMo, a list of advisory boards, members of each and documentation of meetings; and
 - c. A description of illegal dumping identification, public education, and household hazardous waste activities and programs established by the Executive Board, pursuant to section 260.320.3, RSMo.
5. Financial Audit Requirements:
 - a. The Executive Board shall have their records audited by a certified public accountant or firm of certified public accountants pursuant to section 260.325, RSMo. Districts receiving two hundred thousand dollars or more of financial assistance shall have annual independent financial audits and Districts receiving less than two hundred thousand dollars of financial assistance shall have independent audits at least once every two (2) years. The due date for audit reports will be within one hundred eighty (180) days of the close of the District's fiscal year.
 - b. The District's Executive Board shall address all deficiencies identified in a District's audit to the satisfaction of the SWMP. Districts failing to adequately address deficiencies identified in the audit may have funds withheld or may be required to repay any and all disbursements of funds in accordance with 10 CSR 80-9.050(9) Withholding of District Funds.
 - c. For questioned costs that the SWMP determines to be inappropriate or unnecessary, the District shall repay the SWMP or the SWMP shall withhold from the District's allocation the amount of the cost.
 - d. The SWMP may withhold or reduce district grant awards until the District is in compliance with the audit requirements, and has resolved significant audit findings and questioned costs.

- e. The audited financial statements shall, at a minimum, provide for all fund types and account groups and include the following statements:
 - i. Financial Statements with the following minimum account categories:
 - 1) Total Assets: cash, investments, receivables, fixed assets.
 - 2) Total Liabilities: accounts payable, deferred grant revenue obligated for grants, deferred interest revenue obligated for grants.
 - 3) Net Assets: fund balance.
 - ii. Statement of Revenues, Expenditures, and Changes in Fund Balance with the following minimum account categories:
 - 1) Beginning Fund Balance.
 - 2) Revenues: grant revenue, interest revenue, other revenue sources.
 - 3) Expenditures: salaries, fringe benefits, travel, equipment, supplies, contractual, subgrant expenditures.
 - 4) Ending Fund Balance.
 - iii. Report on Internal Controls Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States.
 - iv. Statement of Subgrant Expenditures that provides expenditures by subgrant and provides clear references to the projects as agreed to in the Financial Assistance Agreement.

K. Performance Audits and Other Examinations or Reviews

The SWMP or its designees have the right to conduct audits, examinations or reviews of the District or District Subgrantees at any time.

1. Audits or examinations must confirm that records accurately reflect the operations of the District; the internal control structure provides reasonable assurance that assets are safeguarded, and the District or District Subgrantee is in compliance with applicable laws and regulations.
2. A District or a District Subgrantee receiving SWMF monies which are audited shall address all deficiencies identified in the audit to the satisfaction of the SWMP and/or the District.
3. The District's Executive Board shall address all deficiencies identified in a District's audit to the satisfaction of the SWMP. Districts failing to adequately address deficiencies identified in the audit may have funds withheld or may be required to repay any and all disbursements of funds in accordance with 10 CSR 80-9.050(9) Withholding of District Funds.
4. For questioned costs that the SWMP determines to be inappropriate or unnecessary, the District shall repay the SWMP or the SWMP shall withhold from the District's allocation the amount of the cost.
5. The SWMP may withhold or reduce district grant awards until the District is in compliance with the audit requirements and has resolved significant audit findings and questioned costs.

L. Budget and Scope of Work Revisions

The District and District Subgrantees are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. However, the District and District

Subgrantees must request approval in writing to revise budgets and scopes of work under the following conditions:

1. For non-construction projects, the District and District Subgrantees shall obtain the prior approval of the SWMP, unless waived in writing by the SWMP, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget which includes current year grant award amount, carryover amount, and interest income amount, whenever the SWMP's share exceeds \$100,000.
2. For construction and non-construction projects, the District and District Subgrantees shall obtain prior written approval from the SWMP for any budget revision which would result in the need for additional SWMF monies.
3. For combined non-construction and construction projects, the District and District Subgrantee must obtain prior written approval from the SWMP before making any fund or budget transfer from a non-construction project to a construction project or vice versa.
4. The District or District Subgrantee under non-construction projects must obtain prior written approval from the SWMP whenever contracting out, subgranting or otherwise obtaining a third party to perform activities, which are central to the purpose of the award.
5. Changes to the scope of services described in the application and FAA must receive prior approval from the District or SWMP, as applicable. Approved changes in the scope of work or budget shall be incorporated by written amendment to the FAA with copies immediately provided to SWMP upon the obtaining of the District and District Subgrantee's official signatures.
6. To extend the subgrant past the original completion date, see section B., above.

M. Equipment

Equipment is defined in Section III below. The District and District Subgrantee agree that any equipment 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 equipment shall not be removed from the State of Missouri without the written approval of the SWMP.

The following standards shall govern the utilization and disposition of equipment acquired with District or District Subgrantee funds:

1. Title to equipment acquired under a grant or subgrant will vest with either the District or District Subgrantee upon acquisition.
 - a. Equipment shall be used by the District or District Subgrantee 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 the SWMF. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the SWMP or MDNR.
 - b. The District or District Subgrantee shall not transfer, sell, or pledge any assets including equipment purchased using SWMF monies during the term of the grant

and for 3 years thereafter without first obtaining the prior written consent of the SWMP.

- c. The District or District Subgrantee shall not sell, give away, relocate, or abandon the assets including equipment without the SWMP's prior written approval.
 - d. The District or District Subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the SWMP 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 the SWMP or MDNR. User fees should be considered, if appropriate. This fee may be considered program income. See Section F, above.
 - e. The District or District Subgrantee must not use equipment acquired with the SWMF to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically allowed by state law.
 - f. When acquiring replacement equipment, the District or District Subgrantee 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 the SWMP or District.
 - g. The District or District's Subgrantee 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 three years thereafter. The District or District's Subgrantees shall annually submit a statement as provided by the District 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.
2. Equipment Management. The District's and District Subgrantee's procedures for managing equipment (i.e., including replacement equipment), whether acquired in whole or in part with subgrant funds, will, at a minimum, meet the following requirements until disposition takes place:
- a. Equipment records must be maintained that include a description of the equipment, a serial number or other identification number, the source of the equipment, who holds title, the acquisition date, cost of the equipment, percentage of federal or state participation in the cost of the equipment, and the location, use and condition of the equipment, and any ultimate disposition data including date of disposal, and sale price of the equipment.
 - b. A physical inventory of the equipment must be taken and the results reconciled with the equipment records at least once every two years.
 - c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the equipment. Any loss, damage, or theft shall be reported to and investigated by local authorities.
 - d. The control system shall include permanent tagging of equipment to identify the equipment as belonging to the District or being funded by district grant funds.
 - e. For all equipment purchased, in whole or in part, with SWMF, the District or District Subgrantee shall procure and maintain insurance covering loss or

damage to equipment purchased with a District or District Subgrantee award, 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. Alternatively, the Subgrantee may provide documentation of self-insurance to cover the amount of the equipment purchased.

- f. The District and District Subgrantee must develop adequate maintenance procedures to keep the equipment in good condition.
- g. If the District or District Subgrantee is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.

3. Security Interest in Equipment.

- a. The District hereby grants to the SWMP, its successors and assigns a security interest in all equipment purchased by the District for \$5,000 or more, in whole or in part, with SWMF monies.
 - i. The District hereby agrees to apply the funding provided for equipment to the purchase of the equipment specified in the FAA as negotiated with the SWMP.
 - ii. The security interest in equipment owned by the District shall be equivalent to the amount of funding provided by SWMP for the purchase of the equipment. Unless the SWMP notifies the District in writing of a material breach of the FAA or any documents incorporated herewith, the security interest of SWMP shall decrease at a rate of 25% of the provided funding per year, beginning on the purchase date shown on the equipment invoice.
 - iii. The District hereby covenants that it will not transfer, sell, or pledge the SWMP's security interest in the equipment as collateral for any indebtedness without first obtaining the prior written consent of the SWMP. When the security interest is fully depreciated, the SWMP will, on written demand by the District, send the District a termination statement that the SWMP no longer claims a security interest in the financing statement (identified by file number).
 - iv. If the equipment owned by the District is purchased with SWMF monies and is required to be titled through the Missouri Department of Revenue (MDOR), the SWMP must be listed as a lien holder on said title. The District must provide the SWMP 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 District must provide the SWMP with documentation that the SWMP is listed as a lien holder on the title.
 - v. If the equipment owned by the District is purchased with SWMP monies and is not required to be titled through MDOR, the District must provide the SWMP with documentation that the SWMP is listed as a lien holder on the certificate of title, UCC-1 form, or other security instrument.
 - vi. It is the responsibility of the District 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.
- b. The District Subgrantee hereby grants to the District, its successors, and assigns a security interest in all equipment purchased by the District Subgrantee for \$5,000 or more, in whole or in part, with SWMF monies.

- i. The District Subgrantee hereby agrees to apply the funding provided for equipment to the purchase of the equipment specified in the FAA as negotiated with the District.
 - ii. The security interest in equipment owned by the District Subgrantee shall be equivalent to the amount of funding provided by the District for the purchase of the equipment. Unless the SWMP or District notifies the District Subgrantee in writing of a material breach of the FAA or any documents incorporated herewith, the security interest of the District may decrease at a rate of 25% per year, beginning on the purchase date shown on the equipment invoice.
 - iii. The District Subgrantee hereby covenants that it will not transfer, sell, or pledge the District's security interest in the equipment as collateral for any indebtedness without first obtaining the prior written consent of the District. When the security interest is fully depreciated, the District will, on written demand by the District Subgrantee, send the District Subgrantee a termination statement that the District no longer claims a security interest in the financing statement (identified by file number).
 - iv. If the equipment owned by the District Subgrantee is purchased with SWMF monies and is required to be titled through the MDOR, the District must be listed as a lien holder on said title. The District's Subgrantee must provide the District 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 District's Subgrantee must provide the District with documentation that the District is listed as a lien holder on the title.
 - v. If the equipment owned by the District Subgrantee is purchased with SWMF monies and is not required to be titled through MDOR, the District's Subgrantee must provide the District with documentation that the District is listed as a lien holder on the certificate of title, UCC-1 form, or other security instrument.
 - vi. It is the responsibility of the District's Subgrantee 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. When original or replacement equipment acquired by the District or District's Subgrantee with SWMF monies is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, the equipment shall be disposed of as follows:
- a. 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 the District.
 - b. For items of equipment with a current per unit fair market value of \$5,000 or more:
 - i. When the equipment is District owned, the SWMP shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the SWMP's remaining interest in the equipment as established in M.3.a.iv of this agreement.
 - ii. When the equipment is owned by a District, the District 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 equipment as established in M.3.b.iv of this agreement.

- c. When appropriate disposition actions are not taken by the equipment owner:
 - i. For District owned equipment, the SWMP may direct the District on how to dispose of the equipment.
 - ii. For District Subgrantee owned equipment, the District may direct the District Subgrantee on how to dispose of the equipment.
- d. If the equipment owner is put on notice by either the SWMP or the District that grant assets are not being used for the intended purpose, then:
 - i. For District owned equipment, the District shall not sell, give away, move, relocate, abandon or dispose of the asset without the SWMP's prior written approval.
 - ii. For District Subgrantee owned equipment, the District's Subgrantee shall not sell, give away, move, relocate, abandon or dispose of the asset without the District's prior written approval.

N. Buildings or Site Improvements

Buildings or site improvements is defined in Section III below. The District or District Subgrantee 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 SWMP.

The following standards shall govern the utilization and disposition of buildings or site improvements acquired with district funds:

1. Title to buildings or site improvements acquired under a grant will vest with either the District or District Subgrantee upon acquisition.
 - a. The funding provided for buildings or site improvements specified in the FAA as negotiated with the SWMP or District shall be used for acquisition of the buildings or site improvements.
 - b. The District or District Subgrantee 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 3 years thereafter without first obtaining the prior written consent of the SWMP.
 - c. The District or District Subgrantee shall not sell, give away, relocate, or abandon the assets including buildings or site improvements without the SWMP's prior written approval.
 - d. The District or District Subgrantee 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.
 - 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 three years thereafter. Annually a statement must be submitted certifying that the use of said buildings or site improvements is for project activities. The District shall provide and use a form for such statement.

2. Buildings or Site Improvements Management. The District's or Subgrantee'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 District or District Subgrantee 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 in Buildings or Site Improvements.
 - a. When buildings or site improvements are acquired with SWMF monies under this agreement, the following conditions apply or equivalent conditions are required to be set by the District and certified as appropriate by the District's legal counsel:
 - b. The District shall grant to the SWMP, its successors, and assigns a security interest or lien in all buildings or site improvements purchased or constructed for \$5,000 or more, in whole or in part, with SWMF monies.
 - i. For such buildings or site improvements to be owned by the District, the SWMP must be granted a security interest or lien and be listed as the lien holder. The District 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 SWMP.
 - ii. The security interest or lien shall be equivalent to the amount of funding provided by the SWMP.
 - iii. The District hereby covenants that it will not transfer, sell or pledge the SWMP's security interest in the buildings or site improvements as collateral for any indebtedness whatsoever without first obtaining the prior written consent of the SWMP.
 - iv. If the District is granting the security interest to the SWMP, the District must provide a copy of the documentation to the SWMP showing that the SWMP is listed as a lien holder on the certificate of title, the deed of trust, or other security instrument.
 - v. Unless the SWMP notifies the District in writing of a material breach of the FAA or any documents incorporated herewith, the security interest of the SWMP shall decrease at a rate of 25% per annum, beginning on the date the financing statement is fully executed.
 - vi. When the security interest is fully depreciated, the SWMP will, on written demand by the District, send the District a termination statement that a security interest in the financing statement is no longer claimed.
 - c. The District Subgrantee 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 District Subgrantee for \$5,000 or more, in whole or in part, with SWMF monies.
 - i. For such buildings or site improvements to be owned by the District Subgrantee, the District must be granted a security interest or lien and be

- listed as the lien holder. The District Subgrantee 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.
- ii. The security interest or lien shall be equivalent to the amount of funding provided by the District.
 - iii. The District Subgrantee hereby covenants that it will not transfer, sell or pledge the District's security interest in the buildings or site improvements as collateral for any indebtedness whatsoever without first obtaining the prior written consent of the District.
 - iv. If the District Subgrantee is granting the security interest to the District, the District Subgrantee must provide the District a copy of the documentation showing that the District is listed as a lien holder on the certificate of title, the deed of trust, or other security instrument
 - v. Unless the SWMP or the District notifies the District Subgrantee in writing of a material breach of the FAA or any documents incorporated herewith, the security interest of the District may decrease at a rate of 25% per annum, beginning on the date the financing statement is fully executed.
 - vi. 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. When a building or site improvement acquired by the District or District Subgrantee 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 District.
 - b. For a building or site improvement with a current fair market value of \$5,000 or more:
 - i. When a building or site improvement is District owned, the SWMP shall have a right to an amount calculated by multiplying the current market value or proceeds from the sale by the SWMP's remaining interest in the building or site improvement as established in N.3.a.v. of this agreement.
 - ii. When the building or a site improvement is owned by a District Subgrantee, the District 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 as established in N.3.b.v. of this agreement.
 - c. When appropriate disposition actions fail to be taken by the building or site improvement owner:
 - i. For District owned buildings or site improvements, the SWMP may direct the District on how to dispose of the building or site improvement.
 - ii. For District Subgrantee owned buildings or site improvements, the District may direct the District Subgrantee on how to dispose of the buildings or site improvements.

- d. If the building or site improvement owner is put on notice by either the SWMP or the District that grant assets are not being used for the intended purpose, then:
 - i. For District owned buildings or site improvements, the District shall not sell, give away, move, relocate, abandon or dispose of the asset without the SWMP's prior written approval.
 - ii. For District Subgrantee owned buildings or site improvements, the District's Subgrantee shall not sell, give away, move, relocate, abandon, or dispose of the asset without the District's prior written approval.

O. Supplies

1. Title to supplies acquired under a subgrant will vest, upon acquisition, in the District or the District's Subgrantee.
2. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the grant or subgrant award, and if the supplies are not needed for any other SWMP sponsored programs or projects, then the District or District Subgrantee shall compensate the SWMP or District for its share.

P. Invention and Patents

1. If any District or District Subgrantee produces subject matter, which is or may be patentable in the course of work sponsored by the Subgrantee, the District or District Subgrantee shall promptly and fully disclose such subject matter in writing to the SWMP and District.
2. In the event that the District or District Subgrantee fails or declines to file Letters of Patent or to recognize patentable subject matter, the SWMP reserves the right to file the same.
3. The SWMP grants to the District or District Subgrantee the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the SWMP. Payment of royalties by the District or District Subgrantee to the SWMP will be addressed in a separate royalty agreement.

Q. Copyrights

1. Except as otherwise provided in the terms and conditions of this subgrant, the author, the District or District's Subgrantee is free to copyright any books, publications, or other copyrightable material developed in the course of this subgrant.
2. The SWMP and District reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of the SWMP, the work for government purposes.

R. Prior Approval For Publications

1. The District or District's Subgrantee shall submit to the SWMP and the District two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by SWMF monies.
2. The District or District Subgrantee shall not print or distribute any publication until receiving written approval by the SWMP.

S. Mandatory Disclosures

District and District Subgrantees receiving grant funding from the SWMF shall identify the MDNR as a funding source on all equipment, buildings, site improvements, publications and other printed materials which are intended for distribution.

1. Identification shall include the MDNR's logo with the full "Missouri Department of Natural Resources" name.
2. This requirement applies to publications, news releases, videos, displays, signs, and all other projects from which information may be obtained by reading, watching, hearing, or simply seeing the material.
3. Camera ready copies of the MDNR logo will be provided to any District requesting the copies by the SWMP. The Districts will provide logos to District Subgrantees requesting copies of the logos.
4. For other projects, such as audiocassette tapes, compact discs, and news releases, the SWMP shall be identified audibly by including its full name. Guidelines pertaining to placement of logos along with the "Missouri Department of Natural Resources" name and audible identification of the "Missouri Department of Natural Resources" can be obtained from the SWMP.

T. Procurement Standards

District or District Subgrantees shall use their own procurement procedures provided that procurement conforms 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 Agreement with Institutions of Higher Education, Hospitals, or Other Non-Profit Organizations", or 34.040, RSMo, "State Purchasing and Printing", as applicable.

1. Within eighteen months after the October 30, 2007 effective date of 10 CSR 80-9.050 which date is April 30, 2009, the Executive Board shall use a competitive bid process to obtain administrative services, office space rental, and other district operation services, except for employees who are directly employed by the District. Contracts shall not exceed five (5) years in duration.
2. No work or services, paid for wholly or in part with state funds, will be contracted without the written consent of the SWMP.
3. The District and/or District Subgrantee agree that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved workplan must receive formal SWMP approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.

U. Employment

1. Pursuant to RSMo 285.530 (1) as a condition for the award of any grant, subgrant, contract, or subcontract in excess of five thousand dollars, no grantee, subgrantee, 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, subgrantee, 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, subgrantee, contractor, or subcontractor meets the section 285.525, RSMo definition of a "business entity" included in Attachment C and available on the Internet at <http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>, the grantee, subgrantee, contractor or subcontractor must affirm the grantee's, subgrantee'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, subgrantee, 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, subgrant, contract, or subcontract.
4. If the grantee, subgrantee, 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 Department has reasonable cause to believe that the grantee, subgrantee, contractor, or subcontractor has knowingly employed individuals who are not eligible to work in the United States, the Department shall have the right to cancel the grant, subgrant, contract, or subcontract immediately without penalty or recourse and suspend or debar the grantee, subgrantee, contractor or subcontractor from doing business with the Department or State of Missouri. The Department may also withhold up to twenty-five percent of the total amount due to the grantee, subgrantee, contractor, or subcontractor.
5. The grantee, subgrantee, contractor, or subcontractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

V. 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 could affect their personal or pecuniary interest, directly or indirectly.

1. The Executive Board shall adopt a conflict of interest policy regarding subgrants to District Subgrantees. The policy shall include a requirement that any non-governmental member of the Executive Board, or the business or institution to which a member is affiliated, who applies for District Subgrants shall not review, score, rank, or approve any of the subgrantees applications in the same grant call.
2. The District or District Subgrantee 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 District or District Subgrantee 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 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.

W. State Appropriated Funding

1. The District and District Subgrantee agree that funds expended for the purposes of this subgrant must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the subgrant period, as well as being awarded by the state agency supporting the project. Therefore, the subgrant shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted.
2. In the event that funds are not appropriated and/or granted for the subgrant, the District or District Subgrantee shall not prohibit or otherwise limit the SWMP's right to pursue alternative solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the subgrant.

X. Eligibility, Debarment and Suspension

By applying for this award, the District or District Subgrantee verifies that it, its board of directors, and all of its principles 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 District or District Subgrantee shall disclose to the SWMP 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 SWMP 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 District or District Subgrantee shall complete a Debarment/Suspension form when required by the SWMP. Furthermore, the District or District Subgrantee is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a state funded grant.

Y. Restriction on Lobbying Costs

Lobbyists as defined in section 105.470, RSMo, and related costs are ineligible for district grant funds.

Z. Recycled Paper

The District or District Subgrantee receiving SWMF is required to use recycled paper consisting of at least 30% post consumer waste for all reports and materials which are prepared as part of this grant award and delivered to the SWMP or otherwise distributed as part of this subgrant.

1. If paper containing 30% post consumer material is not reasonably available, does not meet reasonable performance requirements, or is available at an unreasonable price, then the District or District Subgrantee shall use paper containing no less than 20% post consumer material.

2. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any and all parties other than the SWMP.
3. This requirement applies even if the cost of recycled paper is higher than that of virgin paper.

AA. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

In order for the SWMP to meet the provisions of Executive Order 05-30, it is desired the District and District Subgrantees secure participation of certified MBEs and WBEs in providing the products and/or services obtained with district grant funds. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the products and/or services obtained.

The District or District Subgrantee agrees to take all necessary affirmative steps required to assure that small and minority firms, women's business enterprises and labor surplus area firms are used when possible as sources when procuring supplies, equipment, construction, and services related to the subgrant. The District and District Subgrantee agrees to include information about these requirements in solicitation documents.

Affirmative steps shall include:

1. Placing qualified small and minority business and women's business enterprises on solicitation lists;
2. Ensuring that small and minority and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority and women's business enterprises;
4. Establishing delivery schedules, where the requirements of work will permit participation by small and minority and women's business enterprises;
5. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
6. Requiring any prime contractor or other subgrantee, if subgrants are to be allowed, to take the affirmative steps in subparagraphs 1. through 5. of this section.

AB. Subgrants

The District is responsible for the day-to-day operations of subgrant supported activities. The District must monitor subgrant supported activities to assure compliance with applicable state requirements and that performance goals are being achieved. Subgrant monitoring must cover each program, function, or activity.

AC. Later Disallowances and Adjustments

The closeout of a subgrant does not affect:

1. The SWMP's right to disallow costs and recover funds on the basis of a later audit or other review.

2. The District or District Subgrantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions.
3. Records retention as required by section E above.
4. Equipment and building or site improvements management requirements as required by sections M and N above.
5. Audit requirements in sections J and K.

AD. Dispute Resolution

1. The District and the SWMP shall attempt to resolve disagreements concerning the administration or performance of the District.
2. If an agreement cannot be reached within ninety (90) days of the issuance of the notice of noncompliance, the MDNR's SWMP director will provide a written decision. The SWMP director may consult with the SWAB prior to providing this decision. Such decision of the SWMP director shall be final unless a request for review is submitted to MDNR's Division of Environmental Quality (DEQ) director within thirty (30) days of the receipt of the SWMP director's decision. The DEQ director shall provide a final decision within thirty (30) days of the district's request. Such district request shall include:
 - a. A copy of the SWMP director's written decision;
 - b. A statement of the amount in dispute;
 - c. A brief description of the issue(s) involved; and
 - d. A concise statement of the objections to the final decision.
3. A decision by the DEQ director shall constitute final MDNR action.

AE. Termination

1. Termination for Cause.
 - a. By MDNR:
 - i. The MDNR may terminate any subgrant, in whole or in part, at any time before the date of completion whenever it is determined that the District or District Subgrantee has failed to comply with the terms and conditions of the subgrant.
 - ii. The MDNR shall promptly notify the subgrantee in writing of such a determination and the reasons for the termination, together with the effective date.
 - iii. The MDNR reserves the right to withhold all or a portion of grant funds if the District or District Subgrantee violates any term and condition of the subgrant.
 - b. By District:
 - i. The District may terminate any subgrant, in whole or in part, at any time before the date of completion whenever it is determined that the District Subgrantee has failed to comply with the terms and conditions of the subgrant.

- ii. The District shall promptly notify the subgrantee in writing of such determination and the reasons for the termination, together with the effective date.
- iii. The District reserves the right to withhold all or a portion of subgrant funds if the District Subgrantee violates any term or condition of the subgrant.

2. Termination for Convenience.

- a. The MDNR, the District, or the District's Subgrantee may terminate the subgrant, 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.
- b. This agreement is not transferable to any person or entity.

AF. Enforcement: Remedies for Noncompliance

If a District or District Subgrantee falsifies any award document, fails to maintain records or submit reports, refuses the SWMP access to records, fails to meet the SWMP's performance standards, or materially fails to comply with any term of a grant, award, or subgrant, then the SWMP may take one or more of the following actions, as appropriate:

- 1. Suspend or terminate, in whole or in 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 subgrantee's correction of the deficiency;
- 4. Withhold further awards from the District or District Subgrantee;
- 5. Compel the repayment of funds provided to the District or District Subgrantee pursuant to the award or grant;
- 6. Order the District or District Subgrantee not to transfer ownership of assets purchased with district grant funds without prior SWMP 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 District, the District Subgrantee, or both.

AG. District's and District Subgrantee's Signature

In consideration for the ability to utilize SWMF monies, the District's and District Subgrantee's signature on the application, FAA, and other award documents signify the District or District Subgrantee's agreement to all of the terms and conditions of the award which include the FAA and the documents incorporated therein, including these General Terms and Conditions.

II. Statutory Requirements

The District and District Subgrantees 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 including, but not limited to those referenced in Sections A through K below. Failure to abide by these

laws, or their implementing regulations, may trigger the remedies for noncompliance set forth in Section I.AE., above. For a copy of state and federal laws that typically apply to grants from the SWMP, contact the SWMP Operations Section.

Any District or District Subgrantee, in connection with its application for financial assistance, shall certify that the District or District Subgrantee, its board of directors and principals are in compliance with the specific federal and state employment and nondiscrimination laws set out below. Further, the District and District Subgrantee shall report to the SWMP any instance in which the District or District Subgrantee or any member or its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this grant or subgrant or suspension or debarment of the Subgrantee.

A. Laws and regulations related to nondiscrimination and employment:

1. Chapter 213 of the Missouri Revised Statutes, which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability;
2. Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, as amended, which prohibits discrimination on the basis of race, color, or national origin;
3. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, as amended, which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
4. Civil Rights Restoration Act of 1987, 20 U.S.C. §1687, 29 U.S.C. § 794, 42 U.S.C. § 2000d-4a, and 42 U.S.C. § 6101, as amended;
5. Civil Rights Act of 1991, 42 U.S.C. § 1981a and 42 U.S.C §§ 2000e-2(k) - (n), as amended;
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability;
7. Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. § 621 et seq., as amended, which prohibits discrimination on the basis of age;
8. Drug Abuse Office and Treatment Act of 1972, P.L. 92-255, 21 U.S.C. § 1101 et seq., as amended, relating to nondiscrimination on the basis of drug abuse;
9. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, P.L. 91-616, 42 U.S.C. § 4541 et seq., as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
10. Family and Medical Leave Act of 1993 (FMLA), 29 U.S.C. § 2601 et seq.;
11. The Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 42 U.S.C. §12101 et seq., as amended, relating to nondiscrimination against individuals with disabilities; and
12. Fair Labor Standards Act of 1938 (FLSA), 29 U.S.C. § 201 et seq., as amended.

- B. State and Federal Environmental Laws:
1. The Federal Clean Air Act, 42 U.S.C. § 7401 et seq., as amended, which prohibits the award of assistance by way of grant, loan, or contract to noncomplying facilities.
 2. The Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. §1251 et seq., as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 3. The Federal Safe Drinking Water Act, 42 U.S.C. § 300f et seq., as amended, which prohibits the award of assistance by way of grant, loan, or contract to non-complying facilities.
 4. The Federal Solid Waste Disposal Act, 42 U.S.C. 6901 et seq., as amended.
 5. The Federal Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC 9601 et seq., as amended.
 6. The Federal Toxic Substance Control Act, 15 USC 2601 et seq., as amended.
 7. The Federal Insecticide, Fungicide and Rodenticide Act, 7 USC 136 et seq., as amended.
 8. The Federal Endangered Species Act, 16 USC 1531 et seq., as amended.
 9. The National Environmental Policy Act of 1969, 42 U.S.C. §4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
 10. Earthquakes – Seismic Building and Construction Ordinances, §§ 319.200 – 319.207, RSMo relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
 11. The Missouri Clean Water Law, Chapter 644, RSMo.
 12. Chapters 260 and 319, RSMo including the Missouri Hazardous Waste Management Law, and the Missouri Solid Waste Management Law including laws relating to petroleum storage tanks.
 13. The Missouri Air Conservation Law, Chapter 643.
 14. Chapter 444, RSMo including the Metallic Minerals Waste Management Act, the Land Reclamation Act, and the Surface Coal Mining Law.
- C. Chapter 105, RSMo, as it relates to conflicts of interest and lobbying.
- D. Chapter 610, RSMo, Governmental Bodies and Records commonly referred to as the Missouri “Sunshine Law”.
- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subgrantees in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P.L. 89-544), 7 U.S.C § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 1. The Davis-Bacon Act as amended, 40 U.S.C. §276 et seq.
 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. §874, 40 U.S.C. § 276c.
 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. §327 et seq.
 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
 5. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.
 6. The National Historic Preservation Act of 1966, 16 U.S.C §470 et seq., as amended, relating to the preservation of historic landmarks.

III. Definitions

As used in these General Terms and Conditions:

- A. "Accrued expenditures" means the charges incurred by the grantee during a given period requiring the provision of funds for: (1) Goods and other tangible property received; (2) Services performed by employees, contractors, subgrantees, subcontractors, and other payees; and (3) Other amounts becoming owed under programs for which no current services or performance is required, such as annuities, insurance claims, and other benefit payments.
- B. "Accrued income" means the sum of: (1) Earnings during a given period from services performed by the grantee and goods and other tangible property delivered to purchasers; and (2) Amounts becoming owed to the grantee for which no current services or performances is required by the grantee.
- C. "Acquisition cost of an item of purchased equipment" means the net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Other charges such as the cost of installation, transportation, taxes, duty or

protective in-transit insurance, shall be included or excluded from the unit acquisition cost in accordance with the grantee's regular accounting practices.

- D. "Administrative requirements" means those matters common to grants in general, such as financial management, kinds and frequency of reports, and retention of records. These are distinguished from programmatic requirements, which concern matters that can be treated only on a program-by-program or grant-by-grant basis, such as kinds of activities that can be supported by grants under a particular program.
- E. "Allocated district funds" means the monies from the Solid Waste Management Fund that are set aside to be disbursed to each District by the MDNR.
- F. "Awarding agency" means (1) with respect to a grant, the SWMP of the MDNR, and (2) with respect to a subgrant, the party that awarded the subgrant.
- G. "Building or site improvements" includes any structures or appurtenances of a permanent nature related to real estate, excluding movable machinery and equipment.
- H. "Competitive bid process" means the procurement of goods or services that follows the guidelines outlined in 1 CSR 40.
- I. "Contract" means (except as used in the definitions for grant and subgrant in this section) a procurement contract under a grant or subgrant, and means a procurement subcontract under a contract.
- J. "Disposal cost" means fees charged to collect, transport or deposit solid waste in a landfill, transfer station, or other approved facility.
- K. "District" refers to one of the twenty solid waste management districts established pursuant to the Solid Waste Management Law, 260.200 through 260.345, RSMo.
- L. "District Subgrantee" refers to the District or other entities receiving district subgrant awards of SWMF from the SWMP or a District.
- M. "District administrative grant" means a grant for planning and organizational grants disbursed by the Department prior to August 28, 2004.
- N. "District carryover" means any remaining district funds of any completed grants that have been disbursed by the Department to each District for district administrative grants, district operations grants, plan implementation grants, or district subgrants.
- O. "District funds" means the revenue generated from the solid waste tonnage fee collected and deposited in the Solid Waste Management Fund that is allocated to each District pursuant to section 260.335.2, RSMo, plus district carryover, interest income earned, and state required local match funds.
- P. "District funds paid" means funds paid to each District or Subgrantee.
- Q. "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.
- R. "Executive board" means the board established by each District's solid waste management council or by the alternative management structure chosen by a District as provided for in section 260.315.4(2), RSMo.

- S. "Financial Assistance Agreement or FAA" refers to the agreement entered into by the SWMP and the District or District and a District Subgrantee and includes these General Terms and Conditions and other incorporated documents.
- T. "Government" means the federal, state, or local government.
- U. "Grant" means an award of financial assistance, including cooperative agreements, in the form of money to an eligible grantee.
- V. "Grantee" means the government or other entity to which a grant is awarded and which is accountable for the use of the funds provided. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document.
- W. "Interest income" means all interest earned by each District from the holding of revenue generated from the Solid Waste Management Fund.
- X. "Local government" means a county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (whether or not incorporated as a nonprofit corporation under State law), any other regional or interstate government entity, or any agency or instrumentality of a local government.
- Y. "Missouri Department of Natural Resources or MDNR" refers to the Missouri Department of Natural Resources including its agents, successors, or assignees.
- Z. "Obligations" means the amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee during the same or a future period.
- AA. "Outlays or Expenditures" mean charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, and the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the new increase (or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subgrantees, subcontractors, and other payees, and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims, and other benefit payments.
- AB. "Program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Examples of program income include income from fees for services performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under the subgrant, and from payments of principal and interest on loans made with subgrant funds. Program income does not include items such as interest on grant funds, rebates, credits, discounts, or refunds and any interest earned on these items.
- AC. "Project" means all approved components of an organized undertaking described in a proposal, including any supporting documents as required by project type.

- AD. "Share, when referring to the awarding agency's portion of building or site improvements, equipment or supplies" means the same percentage as the awarding agency's portion of the acquiring party's total costs under the grant to which the acquisition costs of the property was charged. Only costs are to be counted—not the value of third-party in-kind contributions.
- AE. "Solid Waste Management Fund or SWMF" means the fund created in section 260.330, RSMo, to receive the tonnage fee charges submitted by sanitary and demolition landfills for waste disposed of in Missouri and transfer stations for waste transported out of state for disposal.
- AF. "Solid Waste Management Program or SWMP" refers to the Missouri Department of Natural Resources, Division of Environmental Quality, Solid Waste Management Program or any other departmental organization to whom the SWMP duties may be assigned in the future.
- AG. "State" means the State of Missouri or any other agency instrumentality of the state.
- AH. "State required local match funds" means funds committed by local governments to each District as match for district administrative grants.
- AI. "Subgrant" means an award of financial assistance in the form of money made under a grant by a grantee to an eligible subgrantee. The term includes financial assistance when provided by contractual legal agreement, but does not include procurement purchases.
- AJ. "Subgrantee" means the government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of funds provided.
- AK. "Supplies" means all tangible personal property other than equipment, building, or building site improvements, as defined in this part.
- AL. "Suspension" means depending on the context, either (1) temporary withdrawal of the authority to obligate grant funds pending corrective action by the grantee or subgrantee or a decision to terminate the grant, or (2) an action taken by the SWMP to immediately exclude a person from participating in grant transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue.
- AM. "Termination" means permanent withdrawal of the authority to obligate previously-awarded grant funds before that authority would otherwise expire. It also means the voluntary relinquishment of that authority by the grantee or subgrantee. Termination does not include: (1) Withdrawal of funds awarded on the basis of the grantee's underestimate of the unobligated balance in a prior period; (2) Withdrawal of the unobligated balance as of the expiration of a grant; (3) Refusal to extend a grant or award additional funds, to make a competing or non-competing continuation, renewal, extension, or supplemental award; or (4) Voiding of a grant upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.
- AN. "Terms of a grant or subgrant" means all requirements of the grant or subgrant, whether in statute, regulations, the award document, or any documents incorporated therein.
- AO. "Unencumbered district funds" means the district funds that have not been obligated in the form of purchase orders for goods and services.
- AP. "Unliquidated obligations for reports prepared on a cash basis" means the amount of obligations incurred by the grantee that have not been paid. For reports prepared on an

accrued expenditure basis, they represent the amount of obligations incurred by the grantee for which an outlay has not been recorded.

- AQ. "Unobligated balance" means the portion of the funds authorized by the SWMP that has not been obligated by the grantee and is determined by deducting the cumulative obligations from the cumulative funds authorized.

Attachment 3

Sample Financial Assistance Agreement

This blank agreement has been provided for your information. Applicants should read through this agreement prior to making application for grant funds. This agreement should *not* be submitted with your application.

2010 Northwest Missouri Regional Solid Waste Management
District-Application due Monday, April 5, 2010 at 3:00 p.m.

NORTHWEST MISSOURI REGIONAL SOLID WASTE MANAGEMENT DISTRICT

Financial Assistance Agreement

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

1. Project Number:

2. Budget Period:

3. Project Type:

4. Project Start Date:

Completion Date:

Recipient (Name, Address, Phone):

6. Recipient Project Manager:

7. Project Title and Description:

8. Project Funding:

Amount

Percentage

Grant funds:

\$

Cash match/Match in-kind:

\$

TOTAL PROJECT BUDGET:

\$

9. The Recipient agrees that it will administer this agreement in accordance with:

- a. All applicable federal and state laws and regulations including but not limited to 260.200 through 260.335, RSMo, 10 CSR 80-9.050 and 285.530.5 RSMo.
- b. Applicable Solid Waste Management Program and SWMD guidelines.
- c. Project Title(s), Descriptions(s), and Requested Amount(s) (See attached Scope of Work), General Terms and Conditions (See Attached General Terms and Conditions),
- d. Invoice (See Attached Invoice).
- e. Purchasing activities will be conducted according to state regulations per Chapter 34, RSMo, and Department of Procurement Authority Delegation and Procedures.

10. The assistance as described herein is hereby offered and accepted effective upon signature of authorized officials:

SOLID WASTE MANAGEMENT DISTRICT

GRANT RECIPIENT

Chairman

Date

Recipient

Date

**Northwest Missouri Regional Solid Waste Management District
Financial Assistance - Scope of Work Agreement**

Grant Recipient:

Project Description:

Project Period:

Project to include the following tasks:

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 NWMRSWMD 14 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 on the first Friday of April, July, October, and January**

The final report is due no later than 14 days from project completion.

As the Grant Recipient, 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.

**Northwest Missouri Regional Solid Waste Management District
Financial Assistance - Budget Agreement**

Budget Category	Grant Provided As Amended	Match Provided As Amended	Total Cost		
Personnel:					
Contractual Services:					
Equipment (Itemize):					
Supplies:					
Travel:					
Other:					
Total Project Budget:					

All budget items shall remain as included. If there are any variations, I, as the award recipient, shall notify the Region A 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.

Northwest Missouri Regional Solid Waste Management District

2010 Financial Assistance Agreement

General Terms and Conditions

This agreement for financial assistance is made and entered into on the, _____ by and between **Northwest Missouri Regional Solid Waste Management District**, 114 W. 3rd Maryville, MO 64468 (hereinafter "NWMRSWMD"), and _____ (hereinafter "Recipient") for a period not exceed twelve (12) months or as approved by the NWMRSWMD Executive Board.

Whereas it is the desire of NWMRSWMD and the Recipient to enter into an agreement and the following:

1. Grant. NWMRSWMD hereby extends the Recycling & Waste Management Grant to the Recipient as identified in the Schedules attached to the Agreement, which are identified by grant number, budget period, and project title and description. The provisions set forth and contained in the Schedules to this Agreement are incorporated herein by reference and made a part of this Agreement. Such grant is conditioned on the matching funds, if applicable, (in-kind or cash) to be paid by the Recipient. By execution of this Agreement, the Recipient agrees that the matching funds 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 thereunder by the Missouri Department of Natural Resources.

2. Payment of Grant Funds. From grant funds made available to NWMRSWMD by the State of Missouri, the recipient will be reimbursed for all allowable expenses and/or expenditures incurred or created in completion of the approved grant project. The Recipient shall report all project expenditures and/or expenses and shall submit standard invoices in the form attached to the Agreement, for reimbursement of payment. All requests for reimbursement must be fully completed and signed by the Recipient, identifying the amount of grant funds requested through NWMRSWMD. The request shall also identify the Recipient's share of matching funds and shall provide proof of payment of such match before grant funds may be advanced hereunder. All expenditures for which grant funds are sought shall have identified project expense and expenditures against budgeted amounts as identified in the attached Budget Attachment B. No reimbursement of expenses will be made for expenditures incurred prior to the project start date or after the closing date of the grant as defined in the Schedules attached, unless a prior written budget request or extension has been applied for and granted by the NWMRSWMD Executive Board. Fifteen percent (15%) of the grant funds shall be retained by NWMRSWMD until final completion of the grant project, all reporting documents are submitted to NWMRSWMD Office and the NWMRSWMD Executive Board approves the final reports and accounting of project expenditures.

3. Record Retention. The Recipient shall retain all records and supporting documents identifying expenditures and expenses, project costs and project completion for a period of three (3) years from project completion. Such documentation and any other supporting documents or material as requested from time to time from NWMRSWMD shall be made available to the NWMRSWMD or its agents and the representatives of the Missouri Department of Natural Resources upon request.

4. Grant Project. The Recipient shall use grant funds solely for the approved grant project. The project description is contained in the attached Schedules to this agreement and is incorporated herein by reference and made a part hereof. Any use of the grant funds for the payment of expenditures unrelated to the grant project or unapproved by NWMRSWMD Executive Board, shall constitute a breach of this Agreement for which NWMRSWMD shall have the right to terminate this grant.

5. Bidding Requirements. Recipients of grant funds are required to obtain bids for all purchases according to the schedule defined in RSMO 34.040 and as approved by the NWMRSWMD Executive Board.

- Purchases of \$0 - 3,000.00 Do Not Require Bids
- Purchases of \$3,001.00 – 19,500 Require three (3) written bids

6. Recipient Matching Funds. The approved grant project and budget shall be funded partially by the NWMRSWMD and partially by the Recipient. The amount of the Recipients contribution to funding is identified as match in the Schedules attached. In the event that the Grant project should exceed the total cost

approved by NWMRSWMD, all additional expenditures shall be at the sole cost and expense of the Recipient. By entering into this Agreement, the Recipient agrees that it shall complete the grant project in accordance with the provisions of this Agreement and its application for grant and shall pay any excess cost incurred. The Recipient shall first make payment from its matching funds and provide proof thereof to NWMRSWMD before grant funds may be used. In the event that the grant project should be completed prior to the expenditure of all the Recipient's match funds identified in the Schedules hereto, the

Recipient shall reimburse Northwest Missouri Regional Solid Waste District the amount of such unused and unexpended portions of the Recipient's match funds and such funds shall be retained by NWMRSWMD as repayment of excess grant funds. NWMRSWMD shall retain fifteen percent (15%) of the grant funds until final completion of the grant project, NWMRSWMD Executive Board approval of the Recipient's final report and final accounting of project expenditures.

7. Accounting. The Recipient shall account for all funds expended in conjunction with the grant project including matching funds and grant funds. The Recipient shall maintain accounting systems in form and content approved by NWMRSWMD 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 reference 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 NWMRSWMD may require. Any profit as a result of this project must be reinvested in the project to continue facilitating the waste-reduction activity.

8. Reporting. The Recipient shall submit to NWMRSWMD no less often than quarterly, a written report which shall identify the project, expenditures made in that quarter, progress towards completion, projected completion date, weights of diverted or reduced commodities, and any other information regarding the status of the project. Upon completion of the grant project, the Recipient will make a final report no later than fourteen (14) days after the completion of the project. Upon approval of the final report, NWMRSWMD shall advance any amounts of grant funds retained, pending final completion.

9. Termination of Cause. In the event that the Recipient should fail to comply with the provisions and agreements contained in the Grant Agreement, or in the event that the Recipient 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 for this Grant Agreement, in the event that the NWMRSWMD should determine that the use of the grant funds are in violation of any applicable law or regulation, the NWMRSWMD, upon prior written notice to the Recipient, shall terminate this Grant Agreement. Any such notice of termination by NWMRSWMD shall include a statement of reasons therefore together with the effective date. The Recipient shall have five (5) working days from the receipt of the notice to request a hearing before the Executive Board. In the event that such a request is made, the Executive Board shall promptly hold the hearing and the decision of such Board shall constitute the final decision with respect to termination of the Grant Agreement. Upon termination of the Grant Agreement for cause, the Recipient shall repay all grant funds therefore advanced paid by NWMRSWMD. No further grant funds shall be paid to or in behalf of the Recipient.

10. Termination By Agreement. Both NWMRSWMD and the Recipient may terminate this Agreement in whole, or in part, by mutual agreement. Such agreement shall be in writing, and may provide for reimbursement of grant funds.

11. Equipment Management. "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above. The following standards shall govern the utilization and disposition of equipment acquired with agreement funds:

A. Title to equipment acquired under a grant or subgrant will vest with Recipient upon acquisition.

a. Equipment shall be used by the Recipient 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 District.

When no longer needed for the original program or project, the equipment may be used in other

activities currently or previously supported by the District or MDNR.

- b. The Recipient shall not transfer, sell, or pledge any assets including equipment purchased using grant monies during the term of the grant and for 3 years thereafter without first obtaining the prior written consent.
 - c. The district or Recipient shall not sell, give away, relocate, or abandon the assets including equipment without the District's/MDNR's prior written approval.
 - d. The district or Recipient shall also make equipment available for use on other projects or programs currently or previously supported by the Solid Waste Management Program (SWMP) 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 the SWMP or MDNR.
 - e. The district or Recipient must not use equipment acquired with Solid Waste Management Funds (SWMF) to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically allowed by state law.
 - f. When acquiring replacement equipment, the district or Recipient 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 the SWMP or district.
 - g. The Recipient 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 three years thereafter. The Recipient shall annually submit a statement as provided by the district 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.
- B. Procedures for managing equipment whether acquired in whole or in part with agreement funds will, as a minimum, meet the following requirements until disposition takes place.
- a. Equipment records must be maintained that include a description of the equipment, a serial number or other identification number, the source of equipment, the acquisition date and cost of the equipment, percentage of federal and state participation in the cost of equipment, the location, use, title holder, condition of the equipment, and any ultimate disposition data including date of disposal and sale price of the equipment.
 - b. A physical inventory of the equipment must be taken and the results reconciled with the equipment records of NWMRSWMD at least annually, a District assigned identification number should appear on the equipment, and this number will be used for reference during inventory.
 - c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage or theft shall be reported to and by the local authorities and investigated; the fault and responsibility determination by the Executive Board will be final.
 - d. The Recipient shall provide NWMRSWMD with proof of insurance coverage on equipment acquired with grant funds, including automotive, and such proof shall be satisfactory to NWMRSWMD. Insurance will be procured and maintained to cover loss or damage to equipment purchased with grant monies using 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. Except with the prior written approval of the NWMRSWMD, the Recipient shall not sell or otherwise dispose of any machinery, equipment or fixture acquired with grant funds during the grant period. In the event that the Recipient should dispose of such equipment without written approval, the grant funds shall be repaid to NWMRSWMD upon demand. Notice must be

provided to the District in the prior to property disposal if the district's security interest has not been released.

- e. The Recipient will implement adequate maintenance procedures to keep equipment in good condition.

C. Security Interest in Equipment.

- a. The Recipient hereby grants to the district, its successors and assigns a security interest in all equipment purchased by the Recipient for \$5,000 or more, in whole or in part, with SWMF monies.
 - i. The Recipient hereby agrees to apply the funding provided for equipment to the purchase of the equipment specified in the FAA as negotiated with the district.
 - ii. The security interest in equipment owned by the Recipient shall be equivalent to the amount of funding provided by the district for the purchase of the equipment. Unless the SWMP or district notifies the Recipient in writing of a material breach of the FAA or any documents incorporated herewith, the security interest of the district may decrease at a rate of 25% per year, beginning on beginning on the start date of the project period as set forth in the FAA between the district and the Recipient.
 - iii. The Recipient hereby covenants that it will not transfer, sell, or pledge the district's security interest in the equipment as collateral for any indebtedness without first obtaining the prior written consent of the district. When the security interest is fully depreciated, the district will, on written demand by the Recipient, send the Recipient a termination statement that the district no longer claims a security interest in the financing statement (identified by file number).
 - iv. If the equipment owned by the Recipient is purchased with SWMF monies and is required to be titled through the MDOR, the district must be listed as a lien holder on said title. The Recipient must provide the district 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 Recipient must provide the district with documentation that the district is listed as a lien holder on the title.
 - v. If the equipment owned by the Recipient is purchased with SWMF monies and is not required to be titled through the MDOR, the Recipient must provide the district with documentation that the district is listed as a lien holder either on the certificate of title or UCC-1 form, or other security interest.
 - vi. It is the responsibility of the Recipient 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.
- b. When original or replacement equipment acquired by the district or Recipient with SWMF monies is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, the equipment shall be disposed of as follows:

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 the district.

For items of equipment with a current per unit fair market value of \$5,000 or more:

- i. When the equipment is district owned, the SWMP shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the SWMP's remaining interest in the equipment as established in M.3.a.iv of the Missouri Department of Natural Resources, Solid Waste Management Program's General Terms and Conditions provided to you.

- ii. When the equipment is owned by a Recipient, the district 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 equipment as established in M.3.b.iv of the Missouri Department of Natural Resources, Solid Waste Management Program's General Terms and Conditions provided to you.

When appropriate disposition actions are not taken by the equipment owner:

- i. For district owned equipment, the SWMP may direct the district on how to dispose of the equipment.
- ii. For Recipient owned equipment, the district may direct the Recipient on how to dispose of the equipment.

If the equipment owner is put on notice by either the SWMP or the district that grant assets are not being used for the intended purpose, then:

- i. For Recipient owned equipment, the Recipient shall not sell, give away, move, relocate, abandon or dispose of the asset without the district's prior written approval.

**Northwest Missouri Regional Solid Waste Management District
2010 Financial Assistance Agreement-Invoice for Payment**

Under authority of RSMO and subject to pertinent legislation, regulation and policies applicable to RSMA 260.330 and 260.335.

Invoice

Pay to:

**Project Number:
Project Period:**

Grant Funds: \$
Match Funds: \$
Total Project: \$

	Description of Expenditures (copies of bill and canceled checks attached)	Actual project cost this quarter	Amount of requested reimbursement	Match contribution	Balance
Quarter 1					
Quarter 2					
Quarter 3					
Quarter 4					

I certify to the best of my knowledge and believe that the above data is correct, and all outlays will be made in accordance with the financial assistance agreement, and they payment is due and has not been previously requested.

I certify that \$ _____ was utilized for the project this quarter as originally approved by the Northwest Missouri Regional Solid Waste Management District Executive Board.

Submitted by: _____ Date: _____

This section to be completed by the Solid Waste District	
Amount requested this invoice	_____
15% retained until approved final report	_____
Match documented	_____
Amount payable this invoice	_____
This invoice accepted for payment	Yes or No
District Planners Signature _____	Date: _____