

ORDINANCE #69088
Board Bill No. 140

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, authorizing and directing the Mayor and the Comptroller on behalf of the City of St. Louis (the "City") the owner and operator of Lambert-St. Louis International Airport® (the "Airport") to accept and execute on behalf of the City a certain Financial Assistance Agreement (Grant Agreement No. 2011007) offered by the St. Louis-Jefferson Solid Waste Management District (the "Grant Agreement") substantially in the form attached hereto as ATTACHMENT "1" for the project entitled "Airport Food Waste Recycling Demonstration Pilot Project" (the "Project") for a maximum obligation of Fifteen Thousand Dollars (\$15,000) providing for the reimbursement of direct costs associated with Project; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Mayor and the Comptroller on behalf of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), are hereby authorized to accept and execute on behalf of the City a certain Financial Assistance Agreement (Grant Agreement No. 2011007) offered by the St. Louis-Jefferson Solid Waste Management District (the "Grant Agreement") substantially in the form attached hereto as ATTACHMENT "1" for the project entitled "Airport Food Waste Recycling Demonstration Pilot Project" (the "Project") for a maximum obligation of Fifteen Thousand Dollars (\$15,000) providing for expenditures and the reimbursement of direct costs of the City associated with Project.

SECTION TWO. All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the Grant Agreement and the incorporated materials referred to in the Grant Agreement are hereby ratified and approved and made a part hereof.

SECTION THREE. This being an ordinance providing for the preservation of the public peace, health or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter, and shall become effective immediately upon approval of the Mayor of the City.

ATTACHMENT "1"

Grant Agreement No. #2011007

ST. LOUIS-JEFFERSON SOLID WASTE MANAGEMENT DISTRICT

FINANCIAL ASSISTANCE AGREEMENT

WHEREAS, The City of St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Recipient"), has submitted an application to the St. Louis-Jefferson Solid Waste Management District ("District") for financial assistance to carry out its proposed project, including a work plan, timetable for performance and proposed budget; and

WHEREAS, the District is willing to provide financial assistance, subject to the terms and conditions herein:

NOW, THEREFORE, the parties do hereby mutually agree, as follows:

1. Recipient agrees to perform the work, as specified in the Scope of Work, attached hereto as Attachment A and hereby made a part hereof, for the project entitled Airport Food Waste Recycling Demonstration Pilot in accordance with the timetable set forth in the Scope of Work.
2. Disbursement of funds hereunder up to a maximum of shall be \$15,000.00 made in accordance with the project budget and the terms and conditions for reimbursement as set out in Attachment B, attached hereto and hereby made a part hereof. Recipient understands and agrees that Recipient is responsible for all costs and expenses over and above the maximum amount set forth in this Paragraph that may be required to complete the Scope of Work attached hereto.
3. Recipient shall comply with the terms and conditions set forth in Attachment C attached hereto and hereby made a part hereof.
4. The Agreement between District and Recipient includes this Agreement and Attachments and Exhibits hereto, the Request for Proposals issued October 8, 2010 and Recipient's Application. If there is any conflict between such documents, this Agreement and the Attachments and Exhibits hereto shall prevail.
5. This Agreement shall be in effect for a period of up to 18 months from the date of its execution by the parties hereto, and may be extended only with the written approval of both parties hereto; provided however, that the following obligations and authority shall survive expiration and termination of this Agreement: (a) the utilization of equipment or building or site improvements that are acquired for the Project with funds provided in whole or in part by District for a certain period of time as set forth in the Scope of Work; (b) the management and the rights and powers of District to enforce the obligations of Recipient with regard to security interests in equipment or building or site improvements that are acquired for the Project with funds provided in whole or in part by District; and (c) reporting obligations of Recipient.

6. There shall be no changes to this Agreement or the Attachments and Exhibits hereto without the written approval of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the dates(s) reflected below.

**ST. LOUIS-JEFFERSON SOLID WASTE
MANAGEMENT DISTRICT**

By _____
Chairman, Executive Board

Date

**THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT®:**

APPROVED BY:

Mayor Date
The City of St. Louis

APPROVED BY:

Comptroller Date
The City of St. Louis

APPROVED AS TO FORM BY:

ATTESTED TO BY:

City Counselor Date
The City of St. Louis

Register Date
The City of St. Louis

ATTACHMENT A Scope of Work

The purpose of the "Airport Food Waste Recycling Demonstration Pilot" project is to establish collection and processing of organic waste at four restaurants within the Airport with the purchase of collection containers, subcontracted hauling and contracted-for provision of marketing, educational, outreach and training activities.

- A. The recipient shall perform the following tasks in accordance with the terms of this Agreement:
1. The Project Manager must attend a Grant Administration meeting with District staff within 30 days from the date, as indicated by postmark, that the Agreement is returned to the Recipient.
 2. Recipient will describe current program efforts and provide documentation of current status of the program, including current levels of waste diversion, if applicable. This information will be included in the first quarterly report to the District.
 3. Recipient will utilize a competitive bidding process, in accordance with the District's bidding and purchasing procedures, to solicit bids for collection containers, and project management/training assistance, within 60 days from the date, as indicated by postmark, that the Agreement is returned to the Recipient.
 4. Recipient will purchase, in accordance with the District's bidding and purchasing procedures, the collection containers and project management/training assistance from the bids received within 120 days from the date, as indicated by postmark, that the Agreement is returned to the Recipient. The District logo must be affixed to the equipment. The District will provide the logos. Recipient will complete a security agreement, demand note, UCC forms, deed of trust and any other such security interest documents that the District may require before receiving any reimbursement from the District, if applicable.
 5. Recipient will begin utilizing the collection containers and begin project marketing, education, training and collection of materials in at least three restaurants within 180 days from the date, as indicated by postmark, that the Agreement is returned to the Recipient. The equipment will be used only for the purposes of collecting recyclable materials. If utilization of these containers by the Recipient is discontinued, the District may take possession of and relocate these containers to another recycling collection project. Recipient shall also maintain data on the types and amounts of materials that are being processed by using the containers, and provide that information in each quarterly report, including cumulative totals, submitted to the District, as well as in the final report. Information on the types and amounts of materials being processed shall continue to be provided to the District throughout the term of the Agreement.
 6. Recipient shall also maintain data on the type and frequency of training and marketing contracted for and the actual number of continued, or new, restaurant participants that result from it, and provide that information in each quarterly report, including cumulative totals, submitted to the District, as well as in the final report. The final report shall include discussion of strategies proposed, or developed, to expand and sustain participation in the program by all restaurants at the Airport.
 7. Recipient shall document all personnel hours, indicating the tasks performed by the personnel, the locations these tasks occurred, and the number of hours devoted to these tasks that are directly related to this project, if such hours are included in this agreement, and are the result of District funding or are used as matching funds, and shall provide that information in quarterly reports to the District.
 8. Credit must be given to the St. Louis-Jefferson Solid Waste Management District and the Missouri Department of Natural Resources as funding sources on all equipment purchased and in any information given or materials produced in conjunction with this project,

- if District funds were used for their production. The logos of both the St. Louis-Jefferson Solid Waste Management District and the Missouri Department of Natural Resources must appear on all materials produced in any media and in conjunction with this project.
9. Recipient will provide quarterly reports and a final report to the District in accordance with the District's Quarterly Reporting Guidelines. These reports will include discussions of project progress, problems encountered and tonnages diverted from the waste stream, as well as documentation of all project expenditures.
 10. Reports shall begin to be due 105 days from the date, as indicated by postmark, that the Agreement is returned to the Recipient, and every three months thereafter until the project is completed. No reimbursements will be made if the Recipient is not in compliance with all District reporting requirements.
 11. Prior written approval from the District must be obtained before any changes are made to the original grant agreement. The District reserves the right to withhold reimbursements in the absence of any such amendment(s).
- B. Recipient shall provide one copy of a quarterly expenditure and progress report to the District. The report shall be filed with the District no later than 105 days from the date, as indicated by the postmark, that the Agreement is returned to the recipient, and every three months thereafter. The report shall be on paper made of at least 30% post-consumer content and double sided. Each report shall contain the following information:
1. The details of progress for project activities, compared against the program objectives.
 2. Problems encountered in project execution and solutions pursued.
 3. Tonnages diverted from waste stream, if applicable.
 4. Itemized report of expenditures, including match expenditures, which shall be reported on the form supplied by the district as Grant Project Expense Ledger. If applicable, lien waivers shall be attached to the Expense Ledger form.
 5. With each Request for Reimbursement, please submit invoice for payment provided by the District. All required supporting documentation should be included.
 6. Any printed materials produced in conjunction with the project and paid for with District funds along with a copy of the approval letter from the District's Public Information Officer.
 7. Such other information as is necessary to indicate the progress of the project and its impact.
 8. Competitive bidding and purchasing documentation, per District purchasing procedures, must be completed for each piece of equipment or service that is purchased. Minority Business Enterprise and Women's business Enterprise utilization must be noted on the Bid Summary Form. The written "approval to purchase" notice from the District must be included in the quarterly expenditure and progress report(s).
 9. Failure to submit a quarterly report constitutes a breach of this Agreement and is grounds for withholding any subsequent reimbursements.
- C. Recipient shall provide to the District a final report within fifteen (15) days of the project completion date containing a compilation of the information provided in the quarterly reports, together with a comparison of actual accomplishments to the goals established for the project and reasons why such goals were either not met or were exceeded.

A critique of the program's strengths and weaknesses and information as to any plans to expand or alter the program shall be included. Failure to submit a final report constitutes a breach of this Agreement and is grounds for withholding final reimbursement.

- D. Where equipment or site improvement(s) have been acquired for the Project with funds provided in whole or in part by the District, and title thereto is vested in the Recipient, the Recipient shall provide to the District, following the expiration of the term of this Agreement, semi-annual reports on; the use of the equipment or site improvement(s); their effectiveness in the on-going program for which the equipment is being used or the improvements were made, and their current condition.

The first such report shall be filed with the District six (6) months following the end of the term of this Agreement and succeeding reports shall be filed every six (6) months thereafter until such time as the security interest of the District has been terminated. Data on the types and amounts of material diverted from the waste stream must also be reported every six (6) months until such time as the security agreement has been terminated.

- E. Joletta Golik shall serve as Project Manager and be the liaison to the District. The Project Manager can be reached at P.O Box 10212, St. Louis, MO 63145 or by phone at 314-551-5035. The District must be notified within seven working days of any change in the project manager.

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ATTACHMENT B

1. PROJECT BUDGET

1a.

Project Budget Summary

Budget Category	Grant Funds	Match Funds	Total Funds
A. Personnel Services	\$6,436.00	\$4,704.00	\$11,140.00
B. Equipment	\$0.00	\$0.00	\$0.00
C. Direct Costs	\$7,199.00	\$0.00	\$7,199.00
D. Subcontractor	\$1,365.00	\$0.00	\$1,365.00
TOTAL	\$15,000.00	\$4,704.00	\$19,704.00
PERCENT OF TOTAL	76.1%	23.9%	100.0%

1b.

Project Budget Detail

A. Personnel Services

Employee/Title	Hourly Rate	Grant Funds	Match Funds	Subtotal
1. Joletta Golik	\$40.00	\$0.00	\$1,920.00	\$1,920.00
2. Liz Smart	\$29.00	\$0.00	\$1,392.00	\$1,392.00
3. Larrone Rodgers	\$29.00	\$0.00	\$1,392.00	\$1,392.00
4. Jonathan Matheny	\$31.72	\$4,282.20	\$0.00	\$4,282.20
5. Christie Miller	\$24.35	\$2,153.80	\$0.00	\$2,153.80
TOTAL		\$6,436.00	\$4,704.00	\$4,704.00

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B. Equipment

Equipment	Grant Funds	Match Funds	Subtotal
1.	\$0.00	\$0.00	\$0.00
2.	\$0.00	\$0.00	\$0.00
3.	\$0.00	\$0.00	\$0.00
4.	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00

C. Direct Costs

Itemized Expenses	Grant Funds	Match Funds	Total Funds
1. 18-23 gal. collection containers w/lids and bases @\$162.50 ea.	\$2,925.00	\$0.00	\$2,925.00
2. 5- 50 gallon collection containers with lids @ \$230.00 ea	\$1,150.00	\$0.00	\$1,150.00
3. 9-cs biodegradable bags @\$169/cs	\$1,624.00	\$0.00	\$1,624.00
4.150-sets Training Materials Booklets @ \$8/ea	\$1,200.00	\$0.00	\$1,200.00
5. Signage	\$300.00	\$0.00	\$300.00
TOTAL	\$7,199.00	\$0.00	\$7,199.00

D. Subcontractors

Subcontracted Services	Grant Funds	Match Funds	Total Funds
1. Compost hauler 3 mo @ \$455/mo	\$1,365.00	\$0.00	\$1,365.00
2.	\$0.00	\$0.00	\$0.00
3.	\$0.00	\$0.00	\$0.00
TOTAL	\$1,365.00	\$0.00	\$1,365.00

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ATTACHMENT C
ST. LOUIS-JEFFERSON SOLID WASTE MANAGEMENT DISTRICT
General Terms and Conditions (October 2009)

I. Administrative Requirements

These general terms and conditions highlight requirements which are applicable to grants made by the St. Louis Jefferson Solid Waste Management District ("DISTRICT") and which are applicable to the Grantee.

A. Method of Payment.

1. Each request for reimbursement must include copies of competitive bidding documentation, invoices, paid bills, cancelled checks, payrolls, time and attendance records, and any documentation as may be required by the DISTRICT. No request for reimbursement will be accepted by the DISTRICT if it does not contain all necessary documentation of expenditures or if the Grantee is not in compliance with the provisions of this Agreement and Terms and Conditions. No more than 85% of project funds shall be available for reimbursement by periodic requests for reimbursement. The remaining balance of project funds will be available for disbursement upon submittal by the Grantee of the final report within 15 days of the project completion date, its approval by the DISTRICT, completion of all requirements of this Agreement, and submittal of a final request for reimbursement.
2. All reimbursement requests must have the following certification by the authorized Grantee 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 grant and that payment is due and has not been previously requested.

- B. Retention and Custodial Requirements for Records.** The Grantee shall retain financial records, supporting documents, and other records pertinent to the grant period of three years starting from the date of acceptance of the final report by the District and the Grantee's subsequent receipt of the official closure letter from the District. If the District holds any security interest in the project, this three year retention period for records begins from the date that said security interest is released by the District. Authorized representatives of the DISTRICT and the Missouri Department of Natural Resources shall have access to any pertinent books, documents, and records of Grantees in order to conduct audits or examinations. The Grantee agrees to allow monitoring and auditing by the DISTRICT and/or its authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3 -year period, the Grantee 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.

C. Program Income.

1. Grantees are encouraged to earn income to defray program costs. Program income means 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 grant, and from payments of principal and interest

on loans made with grant funds. Program income does not include items such as interest on grant funds, rebates, credits, discounts, or refunds.

- D. **Match or Cost Share Funding.** In general, match or cost sharing represents that portion of project costs not borne by DISTRICT appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they 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, if requested by the DISTRICT. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another DISTRICT grant agreement. Funds from another DISTRICT grant shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.
1. Match or cost share funding may be established by the DISTRICT through negotiation with the Grantee. Signature by both the DISTRICT and Grantee on the grant signature form firmly affixes the match or cost sharing ratios. Full expenditure of Grantee match or cost share funding is required over the life of the grant. Grantee must invoice the DISTRICT, as required by the particular grant, and provide financial records for total expenditure of DISTRICT and match or cost share funding.
 2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the grant may cause the Grantee to become ineligible to receive additional financial assistance from the DISTRICT. Failure to provide the required match may result in other enforcement remedies for non-compliance, as stated in Paragraph Y.
- E. **Financial Management Systems.** The financial management systems of Grantees must 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 grant;
 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 grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
 3. **Internal Control.** Effective control and accountability must be maintained for all Grantee cash, real and personal property, and other assets. Grantees must adequately safeguard all such property and must assure that it is used for authorized purposes;
 4. **Budget Control.** Actual expenditures or outlays must be compared with budgeted amounts for each grant;
 5. **Allowable Costs.** Applicable MDNR regulations and the grant scope of work will be followed in determining the reasonableness, allow ability, and allocability

of costs;

6. Source Documentation. Accounting records must be supported by such source documentation as canceled checks, paid invoices or statements, payrolls, time and attendance records, contract, and grant award document. The documentation must be made available by the Grantee at the DISTRICT's request.
- F. **Reporting of Program Performance.** Grantee shall submit to the DISTRICT a performance report for each program, function, or activity as specified by the grant in accordance with the DISTRICT program reporting guidelines. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the DISTRICT shall have the right to visit the project site(s) during reasonable hours for the duration of the contract and security interest period(s) and for three years thereafter.
- G. **Budget and Scope of Work Revisions.** Grantees are permitted to request changes within the approved budget to meet unanticipated requirements however, any revisions to budget or scope of work must be approved by the District, Grantee must request approval in writing to revise budgets and scopes of work including the following conditions:
1. For non-construction grants, Grantees shall obtain the prior approval of the DISTRICT for cumulative transfers among direct cost categories.
 2. For construction and non-construction projects, Grantees shall obtain prior written approval from the DISTRICT for any budget revision.
 3. For combined non-construction and construction projects, the Grantee must obtain prior written approval from the DISTRICT before making any fund or budget transfer from the non-construction to construction or vice versa.
 4. Grantees under non-construction projects must obtain prior written approval from the DISTRICT whenever contracting out, granting, 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 grant must receive prior approval from the DISTRICT. Approved changes in the scope of work or budget shall be incorporated by written amendment to the grant.
 6. Extending the grant past the original completion date requires approval of the DISTRICT.
- H. **Equipment Use.** Grantee agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement and will be subject to any security instruments required by the District under this agreement for a minimum period of four (4) years. The equipment shall not be moved from the State of Missouri without approval from the DISTRICT. When equipment is acquired with SWMF monies under this agreement, the following conditions apply or equivalent conditions set by the DISTRICT and certified as appropriate by the district's legal counsel:

1. Title to equipment acquired under this grant will vest with the Grantee on acquisition and is subordinate to lien(s) created by any security instruments required by the District. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost \$5,000 and greater.
 - a. Equipment shall be used by the Grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by DISTRICT funds. 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. If the DISTRICT puts Grantee on notice that it believes grant assets are not being used for the intended purpose, Grantee shall not sell, give away, move or abandon the assets without the DISTRICT's prior written approval.
 - b. The Grantee may also make equipment available for use on other projects or programs currently or previously supported by the DISTRICT, providing 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 DISTRICT. User fees should be considered if appropriate.
 - c. When acquiring replacement equipment, the Grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the DISTRICT, including transferring the security interest to the new equipment.
2. Equipment Management. Grantee's procedures for managing equipment, whether acquired in whole or in part with grant funds, will, at a minimum, meet the following requirements until disposition takes place:
 - a. Grantee must maintain property records that include a description of the equipment, a serial number or other identification number, the source of property, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, and the location, use and condition of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with DISTRICT records at least once every six (6) months.
 - c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities and the District shall be notified of any such loss, damage or theft. The Grantee shall procure and maintain insurance covering loss or damage to equipment purchased with a sub-grant award, with financially sound and reputable insurance companies or through self-insurance, in such amounts and covering such risks as are usually carried by companies similarly situated and engaged in the same or similar business.

- d. Grantee must develop adequate maintenance procedures to keep the equipment in good condition.
 - e. If the Grantee is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.
3. Security Interest. The Grantee hereby grants to the DISTRICT, its successors and assigns a security interest in all equipment purchased for \$5,000 or more, in whole or in part, with SWMF monies. Said security interest shall be equal to the amount of funding provided by the DISTRICT for the purchase of equipment. The security interest of the DISTRICT shall decrease at a rate of 25% per year, beginning on the date, within the project period, when the equipment is first put into use. Grantee 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 unless specifically authorized pursuant to this agreement. When the security interest is fully depreciated, the secured party will, on written demand by the debtor, send the debtor a termination statement that he/she no longer claims a security interest in the financing statement (identified by file number).

If the equipment purchased with DISTRICT monies is required to be titled through the Missouri Department of Revenue, the DISTRICT shall be listed as a lien holder on said title. If equipment is purchased wholly with DISTRICT monies, the Grantee must provide evidence of title wherein the District is listed as the first, and only, lien holder. This lien will be held until the security interest of the DISTRICT has been fully depreciated. In the case of more than one lien holder, Grantee must provide the DISTRICT with evidence that the DISTRICT is listed as a lien holder on the title.

4. Insurance. The Grantee shall procure and maintain insurance with financially sound and reputable insurance companies, in such amounts and covering such risks as are usually carried by companies similarly situated and engaged in the same or similar business, as well as on all equipment purchased with DISTRICT monies.
5. Disposition. When original or replacement equipment acquired under a grant is no longer needed for the original project or program, or for other activities currently or previously supported by the DISTRICT, and if any security interest of the DISTRICT has not been fully depreciated, Grantee shall dispose of the equipment 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 DISTRICT.
 - b. For items of equipment with a current per unit fair market value of \$5,000 or more, the DISTRICT shall have the right to an amount calculated by multiplying the current market value or proceeds from sale by the DISTRICT's share of the equipment.
 - c. In cases where a Grantee fails to take appropriate disposition actions, the

DISTRICT may direct the Grantee how to dispose of the equipment.

- d. If the DISTRICT puts Grantee on notice that it believes grant assets are not being used for the intended purpose, Grantee shall not sell, give away, move or abandon the asset without DISTRICT's written approval.
6. When buildings or site improvements are acquired with DISTRICT monies under this agreement, the following, or equivalent, conditions apply as set by the DISTRICT and as certified as appropriate by the DISTRICT's legal counsel:
- a. **Security Interest or Lien.** The Grantee shall grant to the DISTRICT, its successors and assigns a security interest or lien in all buildings or site improvements purchased or constructed for \$5000 or more, in whole or in part, with DISTRICT monies. The Grantee shall complete the Deed of Trust and other security agreements required by the DISTRICT prior to receiving any reimbursement from the DISTRICT. Said security interest or lien shall be equal to the amount of funding provided by the district for the building or site improvement. Grantee 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. The security interest of the district shall decrease at a rate of 25% per annum, beginning on the date within the project period when the building or improvements are first put into use. When the security interest is fully depreciated, the secured party will, on written demand by the debtor, send the debtor a termination statement that he/she no longer claims a security interest in the financing statement (identified by file number).
 - b. **Buildings and Site Improvements Funding.** The Grantee hereby agrees to apply the funding provided for buildings and site improvements to the purchase of the buildings or site improvements specified in the financial assistance agreement as negotiated with the DISTRICT.
 - c. **Use of Buildings and Site Improvements.** Grantee hereby agrees that any 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 this agreement, and for a minimum period of four (4) years. Grantees shall semi-annually submit a statement, as provided by the DISTRICT, certifying that the use(s) of said buildings, or site improvements, is for project activities. The DISTRICT shall also inspect the building or site improvements on a semi-annual basis throughout the term of the security interest or lien. Notwithstanding anything to the contrary contained in this agreement, buildings and site improvements shall not be removed from the State of Missouri.
 - d. **Insurance.** The Grantee shall procure and maintain insurance, with financially sound and reputable insurance companies in such amounts and covering such risks as are usually carried by companies similarly situated and engaged in the same or similar business, and on all buildings and site improvements purchased or constructed with SWMF monies.

- I. **Supplies.** Title to supplies acquired under a grant will vest, upon acquisitions, in the Grantee.
- J. **Inventions and Patents.** If any Grantee produces subject matter, which is or may be patentable in the course of work sponsored by this grant, Grantee shall promptly and fully disclose such subject matter in writing to the DISTRICT. In the event that the Grantee fails or declines to file Letters of Patent or to recognize patentable subject matter, the DISTRICT reserves the right to file the same. The DISTRICT grants to the Grantee the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the DISTRICT. Payment of royalties by Grantee to the DISTRICT will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this grant, the author or the Grantee is free to copyright any books, publications, or other copyrightable material developed in the course of this grant; however, the DISTRICT and MDNR reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of DISTRICT, the work for government purposes.
- L. **Publications.** The Grantee shall submit to the DISTRICT one draft copy of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by grant funds. The Grantee shall not print or distribute any publication until receiving written approval from the DISTRICT. All publications, audio-visual materials and printed materials shall identify the DISTRICT and the Missouri Department of Natural Resources as a funding source.
- M. **Mandatory Disclosures.** Grantee agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of State funds for the program/project.
- N. **Procurement Standards.** Grantees shall use their own procurement procedures provided that this procurement conforms to the standards set forth in the DISTRICT's "Procurement Procedures Guide" and is evidenced by the competitive bidding documentation submitted to the DISTRICT in accordance with DISTRICT procedures..
1. No work or services paid for wholly, or in part, with DISTRICT funds, will be contracted without the written consent of the DISTRICT.
 2. Grantee agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved scope of work must receive formal DISTRICT approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The DISTRICT and MDNR have the right to conduct an audit, as it relates to the project's funding, of the Grantee at any time on reasonable notice. The Grantee shall address any and all deficiencies identified in any such audit within ten (10) days after receipt of the audit. If the Grantee fails to address identified deficiencies, future grant funds may be withheld and the Grantee may be required to repay any and all prior disbursements.

- P. **Allowability of Costs.** Allowability of costs shall be determined in accordance with applicable MDNR regulations. The following costs are ineligible for grant funding:
1. Operating costs of local, county or district government, including but not limited to salaries, fringe benefits, and expenses that are not directly related to the project activities.
 2. Costs incurred prior to the project start date.
 3. Taxes.
 4. Legal costs.
 5. Contingency funds.
 6. Land acquisition.
- Q. **Conflicts of Interest.** No party to this grant, nor any officer, agent, or employee of either party to this grant, shall participate in any decision related to such grant which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly.
- R. **State Appropriated Funding.** The Grantee agrees that funds expended for the purposes of this grant must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the grant period, as well as being awarded by the DISTRICT and state agency supporting the project. Therefore, the grant shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the grant, the Grantee shall not prohibit or otherwise limit the DISTRICT's right to pursue alternate solutions and remedies as it deems necessary for the conduct of DISTRICT affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the grant.
- S. **Eligibility, Debarment and Suspension.** By applying for this award, the Grantee verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws 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. If compliance issues exist, Grantee shall disclose to the DISTRICT 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. The DISTRICT 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 Executive Order 12549, "Debarment and Suspension." Grantee shall complete a Debarment/Suspension form when required by the DISTRICT. Furthermore, Grantee is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a federally funded grant.
- T. **Restrictions on Lobbying.** As otherwise prohibited by Section 319, Public Law 101-121, 31 U.S.C. 1352, no portion of this award may be expended by the Grantee to pay

any person for influencing or attempting to influence the executive or legislative branch of the federal government with respect to the following actions: awarding of a contract; making of a grant; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these.

- U. **Recycled Paper.** The Grantee shall use recycled paper consisting of at least 30% post consumer fiber for all reports which are prepared as a part of this grant award and delivered to the DISTRICT. The Grantee must use recycled paper for any materials that it produces and makes available to any parties if such materials are produced as a part of this grant award.

- V. **Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.** The Grantee shall make reasonable efforts to assure that a Fair Share Objective of 10% be made available to minority business firms, including historically black colleges and universities, and 5% be made available to women business enterprise firms, when utilizing grant funds to purchase supplies, equipment, construction and services related to this grant.
 - 1. The Grantee 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 whenever possible as sources when procuring supplies, equipment, construction and services related to the grant. The Grantee agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Ensuring that small and minority and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will permit participation by small and minority and women's business enterprises;
 - e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, and;
 - f. Requiring any prime contractor or other Grantee, if grants are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.

- W. **Disputes.**
 - 1. The DISTRICT and the Grantee shall attempt to resolve disagreements concerning the administration of the grant or the performance of the Grantee.

2. If an agreement cannot be reached within ninety (90) days of the issuance of a written notice of noncompliance by the DISTRICT, the DISTRICT will provide a written decision to the Grantee. The DISTRICT may consult with the MDNR prior to providing this decision. Such decision of the DISTRICT constitutes final DISTRICT action.
- X. **Enforcement; Remedies for Noncompliance.** If a Grantee submits any false information in any documents concerning any award or fails to comply with any term of a grant, the DISTRICT may take one or more of the following actions, as appropriate:
1. Suspend or terminate, in whole or part, the current award or grant;
 2. Disallow all or part of the cost of the activity or action not in compliance;
 3. Temporarily withhold cash payments pending Grantee's correction of the deficiency;
 4. Withhold further awards from the Grantee;
 5. Order Grantee to transfer ownership of and title to assets purchased with grant money to the DISTRICT, and disallow transfer of ownership to others without prior DISTRICT approval; or
 6. Take any other remedies available at law, including cost recovery, breach of contract and suspension or debarment.
- Y. **Termination**
1. **Termination for Cause.** The DISTRICT and/or MDNR may terminate any grant, in whole or in part, at any time before the date of completion whenever it is determined by the DISTRICT, or MDNR, that the Grantee has failed to comply with the terms and conditions of the grant. The DISTRICT and/or MDNR shall promptly notify the Grantee in writing of such a determination and the reasons for the termination, together with the effective date. The DISTRICT and MDNR reserve the right to withhold all or a portion of grant funds if the Grantee violates any term or condition of this grant.
 2. **Termination for Convenience.** Both the DISTRICT and Grantee may terminate the grant, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
 3. This agreement is not transferable to any person or entity without prior approval of the DISTRICT.
- Z. **Grantee's Signature.** The Grantee's signature on the application and the award documents signifies the Grantee's agreement to all of the terms and conditions of the award.
- II. **Statutory Requirements**
Grantees must comply with all federal state and local laws relating to employment

construction, research, environmental compliance, and other activities associated with grants from the DISTRICT. Failure to abide by these laws is sufficient grounds to cancel the award.

Any Grantee, in connection with its application for financial assistance, shall include a certification that the Grantee, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the Grantee shall report to the DISTRICT any instance in which the Grantee or any member of its board of directors or principals is determined by any administrative agency or by any court of competent jurisdiction 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 suspension or debarment of the Grantee.

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;
12. Fair Labor Standards Act of 1938 (FLSA), 29 U.S.C. § 201 et seq., as amended; and

13. Section 285.525-285.550 of the Missouri Revised Statutes which requires enrollment and participation in, or exemption from, the E-Verify federal work authorization program.

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 noncompliant 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 noncompliant 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 noncompliant facilities.
 4. The Federal Solid Waste Disposal Act, 42 USC 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 (Public Law 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. §276a 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.