

NORTHEAST MISSOURI SOLID WASTE MANAGEMENT DISTRICT**Financial Assistance Agreement**

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

1. Grant Number: C2013-004

2. Budget Period: FY2013

3. Type of Assistance:

New Award ☒

Amendment

4. Project Period: July 1, 2012 thru June 30, 2013

Completion Date: June 30, 2013

5. Recipient (Name, Address & Phone No.):

City of Kirksville, 201 S. Franklin, St., Kirksville, MO 63501; 660-627-1225

6. Recipient Project Manager: Melanie Robinson-Smith

7. Project Title and Description: City of Kirksville Recycled content Picnic Tables and Bike Racks

Grant funds will be used to purchase and install picnic tables and bike racks in 7 city parks.

8. Project Funding:

Amount

Percent

NEMO SWMD Award

\$14,651.00

75%

Recipient Match

\$ 5,635.00

25%

Amended Award

Amended Recipient Match

Total Project Cost

\$20,286.00

*15 percent of the grant award will be held until project completion, receipt and Executive Board approval of the final report and final accounting of project expenditures.

9. Amendment (Description):

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

a) All applicable federal, state and local laws and regulations;

b) Applicable NEMO SWMD grant program guidelines;

c) Recipient final grant application;

d) Scope of work (attachment A); budget (attachment B); general terms and conditions

(attachment C); invoice (attachment D); special terms and conditions (attachment E); quarterly reports (attachment F); and reimbursement reports (attachment G)

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

Chairman_____
Date_____
Treasurer_____
Date**Grant Recipient**_____
Recipient_____
Date

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

Attachment A

Grant Recipient: City of Kirksville

Project Description: Purchase and replace 8 old picnic tables made from recycled content at 2 public parks as well as purchase and install 20 bicycle racks made from recycled content at 6 public parks. Two of the picnic tables will be ADA compliant with sidewalk added at one park for accessibility.

Project Period: July 1, 2012 thru June 30 2013

Project to include the following tasks: 1.) Solicit bids/quotes for recycled picnic tables and bicycle racks as required described in the Guidance Document, Requirements and Obligations, item 5; 2.) Select best bids based on project and price for the specified needs; 3.) Site preparation for bike racks and tables, including dirt and concrete work; 4.) Purchase selected picnic tables and bicycle racks; 5.) Install picnic tables and bicycle racks; 6.) Evaluate project through questionnaires/surveys; 7.) Submit reports.

Reporting Requirements - Performance reports shall be submitted at least quarterly throughout the life of the project. Performance reports shall include the status of the project, any problems, the project's progress and projected completion date. Quarterly reports will be submitted to the NEMO SWMD office located at 326 E. Jefferson, P.O. Box 248, Memphis, MO 63555 by October 15, 2012; January 15, 2013; April 15, 2013; and July 15, 2013.

A final report is to be completed and submitted to the NEMO SWMD 10 days after project completion.

Diversion rates will be report for a total of 5 years.

As the Grant Recipient, I do hereby certify that the scope of work will be accomplished within the project time period as above stated.

Grant Recipient

Recipient

Date

NORTHEAST MISSOURI SOLID WASTE MANAGEMENT DISTRICT
Financial Assistance - Budget Agreement

Attachment B

Budget Category	Grant		Match		Total Cost
	Provided	As Amended	Provided	As Amended	
Personnel Expense:					
Personnel			\$4,385.00		\$4,385.00
Other (please explain):					
Professional Services:					
Equipment Usage			\$602.00		\$602.00
Other (please explain):					
Equipment (Itemize):					
6 Picnic Tables	\$6,970.00		\$		\$6,970.00
2 ADA Compliant Picnic Tables	\$2,211.00				\$2,211.00
20 Bicycle Racks	\$5,470.00				\$5,470.00
Supplies:					
Concrete			\$600.00		\$600.00
Rock			\$48.00		\$48.00
Travel:					
Additional Expense (list):					
Total Project Budget:	\$14,651.00		\$5,635.00		\$20,286.00

All budget items shall remain as included. If there are any variations, I, as the award recipient, shall notify the Northeast Missouri Solid Waste Management District prior to changes.

Grant Recipient(s)

Signature:

Date:

**NORTHEAST MISSOURI SOLID WASTE MANAGEMENT DISTRICT
Financial Assistance - General Terms and Conditions**

THIS AGREEMENT for financial assistance is made and entered into on the 29th day of May, 2012 by and between Northeast Missouri Solid Waste Management District, P.O. Box 248, Memphis, MO 63555, hereinafter "NEMO SWMD", and City of Kirksville hereinafter the "Grant Recipient".

IN CONSIDERATION for the extension of a financial assistance grant from funds made available by the State of Missouri, through the Department of Natural Resources, the NEMO SWMD and the Grant Recipient agree as follows:

1. GRANT. NEMO SWMD hereby extends the Solid Waste Management Grant to the recipient as identified in the Schedules attached to the Agreement, which are identified by grant number and budget period, Recipient, 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 or cost share to be paid by the Grant Recipient. By execution of this Agreement, the Grant Recipient agrees that the matching funds or its cost share of the project are available and have been duly budgeted and appropriated for this project.

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

2. PAYMENT OF GRANT FUNDS. From grant funds made available to NEMO SWMD 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 this Agreement for reimbursement of payment. All requests for reimbursement and/or payment must be fully completed and signed by the Recipient, identifying the amount or amounts of grant funds requested through NEMO SWMD. The request shall identify the Recipient's share of matching funds and shall provide proof of the Recipient's payment of such matching funds before grant funds may be advanced hereunder. All expenditures for which grant funds are sought shall identify project expenses and expenditures against budgeted amounts identified in the Budget Agreement which is attached to this Agreement and incorporated herein. No reimbursement of expenses or expenditures will be made by NEMO SWMD for expenditures or expenses incurred prior to the project start date or after the closing date of the grant as identified in the Budget Agreement which is attached to this Agreement and incorporated herein. No reimbursement of expenses or expenditures will be made by NEMO SWMD for expenditures or expenses incurred after the closing date of the grant as identified in the Schedules attached hereto, unless a prior written budget request or extension has been applied for and granted by the NEMO SWMD. NEMO SWMD shall retain fifteen percent (15%) of the grant funds until final completion of the grant project and Executive Board approval of the recipient's final report and final accounting of project expenditures.

3. RECORD RETENTION. The Grant 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 the date of submissions of the final status report. Such documents and any other supporting documents or material as requested from time to time by NEMO SWMD shall be made available to the NEMO SWMD or its agents or representatives, and the representatives of the Missouri Department of Natural Resources upon request. In the event that the Recipient should receive notice that any audit, claim, suit, or other proceeding shall have been commenced within such three (3) year period of funds hereunder, all of such files and records pertaining to the grant, grant project, and the Recipient's expenditure of funds hereunder shall be retained until the Recipient receives written notification from NEMO SWMD that all proceedings have been completed and closed.

4. GRANT PROJECT. The Recipient shall use grant funds solely for the approved grant project. The project description is contained upon the Schedules attached to this Agreement and are incorporated herein by reference and made a part hereof. Any use of grant funds for the payment of expenditures unrelated to the grant project, or unapproved by NEMO SWMD, shall constitute a breach of the Agreement for which the NEMO SWMD shall have the right to terminate this grant for cause in accordance with the provisions hereof.

5. RECIPIENT MATCHING FUND. The approved grant project shall be funded partially by the NEMO SWMD and the Recipient. The amount of the Recipient's contribution to funding is identified in the Schedules attached to this Agreement. In the event that the Grant Project should exceed the total cost approved by the NEMO SWMD, 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 costs incurred. The Recipient shall first make payment from its matching funds and provide proof thereof to the NEMO SWMD before grant funds may be used. In the event that the grant project should be completed prior to the expenditure of all of the Recipient's matching funds identified in the Schedules hereto, the Recipient shall reimburse NEMO SWMD the amount of such unused and unexpended portion of the Recipient's matching funds, and such payment shall be retained by the NEMO SWMD as repayment of excess grant funds. NEMO SWMD shall retain fifteen percent (15%) of the grant funds until final completion of the grant project, Executive Board approval of the Recipient's final report and final accounting of project expenditures.

6. 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 the NEMO SWMD in accordance with generally accepted accounting principles, which shall incorporate appropriated controls and safeguards against improper use of funds. All financial reports shall provide clear references to the project, fiscal transactions relating thereto, and expenditures, all properly documented with appropriated 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 NEMO SWMD may from time to time require.

7. REPORTING. The Recipient shall submit to the NEMO SWMD no less often than quarterly, a written report which shall identify the project, expenditures made to the date of the report, progress toward completion, projected completion dates, and any other materials information regarding the status of the project. The Recipient shall submit diversion rates for a period of 5 full years. Upon completion of the grant project, the Recipient shall make a final report not later than ten (10) days following the project closing date. Upon approval of the final report, NEMO SWMD shall advance any amounts of the grant

therefore retained pending final completion.

8. TERMINATION FOR 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 of this Grant Agreement, or in the event that the NEMO SWMD should determine that the use of the grant funds are in violation of any applicable law or regulation, the NEMO SWMD, upon prior written notice to the Recipient, shall terminate this Grant Agreement. Any such notice of termination by the NEMO SWMD shall include a statement of the reasons therefore together with effective date. The Recipient shall have a period of five (5) days from the receipt of such notice of termination to request a hearing before the Executive Committee of the NEMO SWMD. In the event that such a request is made, the Executive Committee of the NEMO SWMD shall promptly hold the hearing. The decision of such Executive Committee shall constitute the final decision with respect to termination of this Grant Agreement. Upon termination of the Grant Agreement for cause, the Recipient shall repay all funds theretofore advanced or paid by the NEMO SWMD. No further grant funds shall be paid to or on behalf of the Recipient.

9. TERMINATION BY AGREEMENT. Both the NEMO SWMD 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.

10. EQUIPMENT MANAGEMENT. The following standards shall govern the utilization and disposition of equipment acquired with agreement funds:

1. Title to equipment acquired under this agreement will vest with recipient
 - a. Recipient assigns a security interest in all equipment purchased for \$5,000 or more, in whole or in part, with SWMF monies.
2. 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. Property records must be maintained that include a description of the equipment, a serial number or other identification number, the source of property, the acquisition date, and cost of the property, percentage of federal participation in the cost of property, the location, use and condition of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
 - d. recipient 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 engaged in the same or similar business and similarly situated, on all equipment purchased with SWMF monies.
3. When original or replacement equipment acquired under this agreement is no longer needed for the original project or program, disposition will be made as follows:
 - a. For items with a per unit fair market value of less than \$1,000.00, NEMO SWMD will transfer title to the recipient who may use the property for other activities without reimbursement to NEMO SWMD.
 - b. For items having a per unit fair market value of \$1,000.00 or more, NEMO SWMD reserves the right to transfer title. However, the recipient may retain the property for other uses provided that compensation is made to NEMO SWMD. The amount of compensation shall be computed by applying the percentage of NEMO SWMD participation in the cost of the original project to the current per unit fair market value of the property. If the recipient has no need for the property and the property has further use value, the recipient shall request

- disposition instructions from NEMO SWMD.
- c. NEMO SWMD shall issue disposition instructions within 120 calendar days after the recipient's request. NEMO SWMD may pick up the property or instruct the recipient to ship the property elsewhere. NEMO SWMD shall pay shipping costs.
 - d. Title is transferred to the recipient if NEMO SWMD does not issue disposition instructions within 120 calendar days after the recipient's request or if so instructed.

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

The General Terms and Conditions are offered and accepted effective upon signature of authorized officials:

Executive Board

Chairman

Date

Grant Recipient(s)

Recipient

Date