

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 11th day of March 2010

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the application for the Strategic Prevention Framework State Incentive Grant (SPF SIG) Funding: Subcontract Application Part III for FY 09-10 in the amount of \$500.00. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said grant application.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Norens
Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner
Acting Presiding Commissioner

**Partners in Environmental Change
Strategic Prevention Framework State Incentive Grant (SPF SIG) Funding:
Subcontract Application
PART III
FY 09-10 REQUEST FOR FUNDING**

Name Boone County Sheriff's Department
Organization Sheriff's Department – County Law Enforcement
Address 2121 County Drive, Columbia, MO 65202
Email Address bleer@boonecountymo.org
Phone Number 573-875-1111
Fax Number 573-874-8953

**Questions about this form? Contact Mike McBride at 573-884-7534 or
mcbridema@missouri.edu**

This subcontract application will be used to request funding for methods to increase awareness of the real & perceived risks associated with the underage use of alcohol. These community efforts will be scheduled between January 1, 2010 and August 30, 2010.

REQUESTS

Describe specifically what you are requesting funds for.

Please be aware that the total funding for your combined requests cannot exceed \$2,000

Request #1

Description of Request: **DWI Saturation**

We wish to do a four hour long DWI Saturation with four deputies. This would be a mobile enforcement effort to target impaired drivers and underage alcohol use. This DWI Saturation would be from 11 PM to 3 AM the following day. This would be an overtime detail and would want to pay the deputies at their overtime rate.

Amount of Funds required: Up to \$500.00

Mike McBride will respond to you within two weeks of receiving your request for funding.

Boone County Sheriff: _____

Boone County Presiding Commissioner: _____

Data Report Form

Please complete the following in order to receive funding for officer overtime logged during saturations, compliance checks and DWI checkpoints occurring before October 1, 2010.

Date of operations:

The number of participating officers from this agency:

The total number of overtime hours logged by this agency:

The duties of the officers who logged overtime during this period:

COPY

Alcohol-related arrest data for officers who logged overtime during this time:

Description of Violation	Number of Arrests
DWI	
Zero Tolerance Law violations	
Minor in Possession	
Minor in Possession by consumption	
Sale to a minor	
Use of a false ID to purchase alcohol	
Keg registration violation	
Other Alcohol-Related Arrests (please describe below)	

Backup for SPF SIG Grant

3-8-10

>>> "McBride, Michael Alexander" <McBrideMA@missouri.edu> 3/3/2010 11:27 AM >>>
Hello Nikki,

I'm happy to let you know that we have more grant funds for enforcement! I just wanted to let you know that our office will be able to offer \$500 to your department for alcohol enforcement through our SPF SIG grant. You can use these funds for underage drinking enforcement (compliance checks) or you can use them for sobriety checkpoints. I've attached a form you can fill out to request these funds. All you'll have to do is send me back the request form, and then after the event you'll have to send back an invoice (with the name and address of your department, the names of the officers involved and the hours they worked, how much it all cost and your department's federal tax ID number) and a data report form with the arrest info on it (I've attached one of those also).

We're hoping to spend these funds soon, and we definitely need to use them before the end of August, 2010.

Thanks Nikki, please let me know if you have any questions,
Mike McBride

COPY

127 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 11th day of March 2010

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 06-01Feb10 Road Construction Equipment Rental term and supply to primary, secondary, and tertiary contractors; Hertz Equipment Rental, Bobcat of St.Louis, Fabick CAT, Roland Machinery, RSC Equipment Rental, and TriState Construction Equipment. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said term and supply contracts.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Nofen
Wendy S. Nofen
Clerk of the County Commission

Absent

Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner
Acting Presiding Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: February 8, 2010
RE: 06-01FEB10 – Road Construction Equipment Rental Term and Supply

The Bid for Road Construction Equipment Term and Supply closed on February 01, 2010. Seven bids were received. Purchasing and the Public Works Department recommend primary, secondary, and tertiary award between Herts Equipment Rental,^e Bobcat of St. Louis, Fabick CAT, Roland Machinery, RSC Equipment Rental, and TriState Construction Equipment by line item. ^e

This is a term and supply contract. Contract will be paid from department 2040 – Public Works Maintenance Operations, Account 71700 – Equipment rental. \$35,000 is budget in this account for the 2010 Year.

Attached is the Bid Tabulation and a department Memo for your review.

ATT: Bid Tabulation

cc: Greg Edington
Bid File

Boone County Purchasing

Tyson Boldan,
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Greg Edington
Fleet Superintendent

FROM: Tyson Boldan,
Buyer

DATE: February 2, 2010

RE: Bid Award Recommendation – 06-01FEB09¹⁰ – Road Construction Equipment
Rental Term and Supply

Attached is the bid tabulation for the seven bid responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 2040

Account Number: 71700

Budgeted: \$ 35,000

OK for 2-4-10

- Award Bid by low bid to HERTZ.
- Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).
- Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature:

Derin Campbell
Derin Campbell

Date: 2/4/10

Boone County Public Works

Gregory P. Edington
Fleet Operations Superintendent
Maintenance Operations Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (226)
FAX (573) 875-1602
EMAIL: gregedington@boonecountymo.org

Date: February 4, 2010
To: Tyson Boldan
From: Greg Edington *AE*
Subject: Award Recommendation Bid: 06-01FEB10 (Road Construction Equipment)

The Department recommends multiple vendor awards for each item listed in the above bid. It is recommended that we award each item to three vendors (if applicable) in the order of Primary, Secondary, and Tertiary. The tiered award will be utilized in the event the primary and/or secondary vendor would not have access to the requested equipment. The following is a summary of award recommendations:

Hertz Equipment Rental: Primary – 4.7.1., 4.7.2., 4.7.4., 4.7.5., 4.7.6., 4.7.7., 4.7.8., 4.7.9., 4.7.10.

Bobcat of St. Louis: Secondary – 4.7.6., 4.7.9., 4.7.10. Tertiary – 4.7.7.

Fabick CAT: Secondary – 4.7.5. Tertiary – 4.7.9.

Roland Machinery: Primary – 4.7.3. Secondary – 4.7.1., 4.7.2., 4.7.4. Tertiary – 4.7.5.

RSC Equipment Rental: Secondary – 4.7.7, 4.7.8. Tertiary – 4.7.1., 4.7.2., 4.7.6., 4.7.10.

TriState Construction Equipment: Secondary – 4.7.3. Tertiary – 4.7.4.

128 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2^d 0

In the County Commission of said county, on the 11th day of March 20 10

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Surplus Disposal of photocopier 12541, a Konica 7040. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said disposal form.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Absent

Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner
Acting Presiding Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: March 1, 2010
RE: Surplus: Photocopier 12541

Purchasing requests permission to dispose of the Circuit Clerk's copier, fixed asset tag 12541. We will be purchasing a new copier from cooperative term and supply contract 42-09DEC08. Attached for signature is the Request for Disposal form.

ATT Request for Disposal Form

cc: Caryn Ginter, Auditor
Rosa Dietiker, Circuit Clerk
Contract File

886-4310

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 2/4/10

FIXED ASSET TAG NUMBER: 12541

DESCRIPTION: Konica 7040 Copier (9 yrs. Old) meter reading 2572070 as of 2/4/10

REQUESTED MEANS OF DISPOSAL: Sale or Trade

RECEIVED

FEB 4 2010

BOONE COUNTY AUDITOR

serial # 55HE1227

OTHER INFORMATION:

CONDITION OF ASSET: Working condition

REASON FOR DISPOSITION: replacing with new machine

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: at time of delivery of new machine.

DEPARTMENT: Boone County Circuit Clerk's Office

Christy Blakemore

AUDITOR

ORIGINAL PURCHASE DATE 7/20/2002

RECEIPT INTO 1190-3835

ORIGINAL COST 8,731.00

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED

ASSET GROUP 1601

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 128-2010

DATE APPROVED 3-11-10

SIGNATURE *[Signature]*

129 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 11th day of March 2010

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 12-18Feb10 Lien Search and Title Search Services to True Line Title Company. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said term and supply contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Norens
Wendy S. Noren
Clerk of the County Commission

Absent

Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner
Acting Presiding Commissioner

**PURCHASE AGREEMENT
FOR
Lien Search and Title Search Services**

THIS AGREEMENT dated the 11 day of March 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **True Line Title Company**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Lien Search and Title Search Services Term & Supply**, bid number **12-18FEB10**, any applicable addenda, the unexecuted Bid Form, as well as the Contractor's bid response dated **February 12, 2010** and executed by **Adam H. Plevyak** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, the unexecuted Bid Form, the Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **April 1, 2010 and extend through March 31, 2011** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to furnish all Lien and Title Searches as responded to in the Contractor's Bid Response.

4. Billing and Payment - All billing shall be invoiced to the **Boone County Collector's Office** and may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

- 7. Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services delivered are not in conformity with bidding specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

TRUE LINE TITLE COMPANY, LLC

by Alan Meyah
 title Owner
 address 29 S. 9th St. Ste. 200
Columbia MO 65210

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
 Ken Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
 County Counselor

ATTEST:

Wendy S. Noren
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

[Signature]
 Signature by aj

3/8/10
 Date

1150/84500 Term & Supply
No Encumbrance figured
 Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20^d0

In the County Commission of said county, on the 11th day of March 20 10

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 08-08Feb10 ISCSI SAN Equipment to SMC Electric. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Norenks
Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner
Acting Presiding Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: February 17, 2010
RE: 08-08FEB10 – ISCSI SAN

The Bid for ISCSI SAN Equipment closed on February 08, 2010. Two bids were received. Purchasing and the Boone County Information Technology Department recommend award to SMC Electric for offering the lowest and best bid.

This is a one time purchase. Purchase Orders will be paid from department 1170 – Information Technology, Accounts 91301 – Computer Hardware, and 92301 – Replacement Computer hardware. \$6,487.00 will be paid from each account for a total cost of \$12, 974.00.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Ryan Irish
Bid File

08-08FEB10 - ISCSI SAN

BID TABULATION

BID TABULATION			SMC Electric	Cybernetics
4.8.	Base Bid: Cybernetics miSAN-D8/T4 4TB raw capacity, dual redundant 460W power supply, 2U	Quantity	Total Price for 2 Units	Total Price for 2 Units
4.8.1.	Cybernetics miSAN-D8/T4 4TB raw capacity, dual redundant 460W power supply, 2U, as per section 2 of this bid.	2	\$12,974	\$13,152.25
4.8.2.	How many days after receipt of order until delivery		7	7
4.9.	COOP ?		Yes	Yes

No Bids

A&W Communications, Inc.
 Imaging Office Systems
 MSI Systems Inegrators
 AIS
 MWAVE.com
 HealthLink, Inc.
 Tri-Star Benefit Systems

**PURCHASE AGREEMENT FOR
ISCSI SAN**

THIS AGREEMENT dated the 1st day of March 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **SMC Electric**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

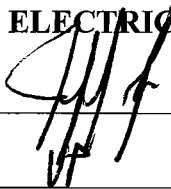
1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the furnishing and delivery of two Cybernetics miSAN-D8/T4 4TB raw capacity, dual redundant 460W power supply, 2U for the Boone County Information Technology Department, bid number **08-08FEB10**, including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, Certification Regarding Debarment, Addendum #1, as well as the Contractor's bid response dated **February 08, 2010** and executed by **John Lamond**, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Clerks Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this purchase agreement, the bid specifications, and any applicable addenda shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with two (2) Cybernetics miSAN-D8/T4 4TB raw capacity, dual redundant 460W power supply, 2U at a total contract price of \$12,974.00 per the bid specifications and as responded to on the Response Form, and in conformity with the contract documents.
3. **Delivery** - Contractor agrees to deliver the software per the bid specifications and within seven (7) days after receipt of Notice to Proceed. All deliveries are FOB destination.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Information Technology Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

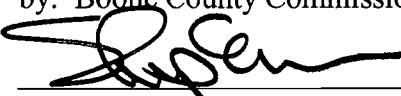
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

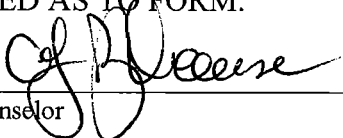
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

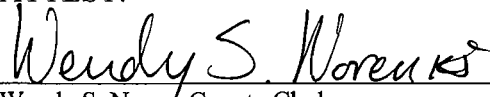
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

SMC ELECTRIC
by 
title _____

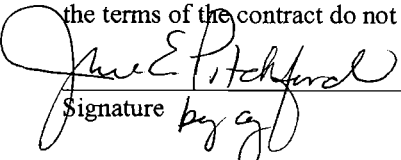
BOONE COUNTY, MISSOURI
by: Boone County Commission

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

Wendy S. Norer, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

	3/8/10	1170, 91301 / 92301 - \$12, 974.00
Signature by <i>gd</i>	Date	Appropriation Account

13-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 11th day of March 2010

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between Harrisburg Preschool and Day Care, Inc., and Boone County, Missouri, for a summer program. The terms of this agreement are stipulated in the attached contract. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner
Acting Presiding Commissioner

Return to Auditor's Office
 Please do not remove staple.

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

12/30/09

REQUEST DATE

437

VENDOR NO.

Harrisburg Preschool and Daycare

VENDOR NAME

ADDRESS

Columbia
 CITY

PHONE #

MO
 STATE ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
 Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/M Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/M Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

Bill to Department #

Department				Account					Item Description	Qty	Unit Price	Amount
1	4	2	0	8	6	6	5	0	Harrisburg Preschool & Day Care			
									Summer Program			
									Contract Signing (45%)			1800.00
									Mid- year Report (45%)			1800.00
									Final Report and Final Payment (10%)			400.00
									FY 2010			
												\$4,000

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Prepared By

Requesting Official

Auditor Approval

AGREEMENT

131-2010

THIS AGREEMENT entered into this 11 day of March, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Harrisburg Preschool and Day Care, Inc., hereinafter called "Agency";

WITNESSETH:

WHEREAS, County desires to provide the following social or community service:

Summer Program

as stated in the proposal and/or revisions received by the Division of Human Services, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Division of Human Services, 1005 W. Worley Street, Columbia, Missouri;

NOW, THEREFORE, it is hereby agreed by and between County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

The program will provide summer youth enrichment services for youth, grades K-6. The program will provide quality summer programming which will include the following activities: tutoring, math and science education, arts education, computer skills instruction and field trips. The program will also provide breakfast, lunch and a snack. The program will operate from 6:00 a.m. - 6:30 p.m. Monday-Friday during the summer when the regular school year is out of session. The agency will provide approximately 200 units (maximum subsidy for one day of summer youth enrichment programming for one Boone County youth) of service at an estimated cost of \$20.00 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of the Boone County and funds shall be spent as set forth in the FY2010 program budget on file in the Division of Human Services. Any substantive changes in the budget shall be approved by the Division of Human Services prior to incurring any expenses.

Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to fully participate in and comply with the assessment, training and evaluation services conducted by the County, at the request of the County, which shall include a review of the Agency's administration and management of social services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County.

IV.

RECORD RETENTION CLAUSE: Agency shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

V.

Agency agrees to submit to the Office of Community Services a mid- program report, due by July 31, 2010, and a final report, due by September 30, 2010.

VI.

Agency agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

VII.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VIII.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

IX.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

X.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

XI.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

XII.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

XIII.

County agrees to pay Agency the sum of \$4000.00 as follows:

- A. The County will pay 45% of the contracted sum at the time of the signing of this contract. Upon receipt of the mid-program report, the County will pay 45% of the contracted sum.
- B. The County will pay the contracted balance of 10% after receipt of the final report.

XIV.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XV.


This Agreement shall be for a term of one year commencing on January 1, 2010 and ending on December 31, 2010; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination.

XVI.

Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for one (1) consecutive one-year term. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:



President, Board of Directors



Secretary, Board of Directors



BOONE COUNTY, MISSOURI
By:



Commissioner

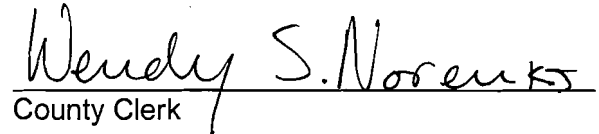
CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

 by 

Auditor Date

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

132-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20¹⁰

In the County Commission of said county, on the 11th day of March 20¹⁰

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between Harrisburg Preschool and Day Care, Inc., and Boone County, Missouri, for the Before and After School program. The terms of this agreement are stipulated in the attached contract. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner
Acting Presiding Commissioner

12/30/09

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

REQUEST DATE

437

Harrisburg Preschool and Daycare

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

Columbia
CITY

MO
STATE ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

Bill to Department #

Department				Account				Item Description	Qty	Unit Price	Amount	
1	4	2	0	8	6	6	5	0	Harrisburg Preschool & Day Care			
									Before & After School Program			
									Contract Signing (45%)			4500.00
									Mid-year Report (45%)			4500.00
									Final Report and Final Payment (10%)			1000.00
FY2010												
											\$10,000	

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Prepared By

Requesting Official

Auditor Approval

AGREEMENT

132 - 2010

THIS AGREEMENT entered into this 11 day of March, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Harrisburg Preschool and Day Care, Inc., hereinafter called "Agency";

WITNESSETH:

WHEREAS, County desires to provide the following social or community service:

Before and After School Program

as stated in the proposal and/or revisions received by the Division of Human Services, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Division of Human Services, 1005 W. Worley Street, Columbia, Missouri;

NOW, THEREFORE, it is hereby agreed by and between County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

The program will provide before and after-school youth enrichment services for youth, grades K-6. The program will provide quality before and after school programming which will include the following activities: tutoring, math and science education, arts education, and computer skills instruction. The program will operate from 6:00 - 8:30 a.m. and 2:45 - 6:00 p.m. Monday-Friday during the regular school year. The agency will provide at least 833 units (maximum subsidy for one day of before and after-school youth enrichment programming for one Boone County youth) of service at an estimated cost of \$12.00 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of the Boone County and funds shall be spent as set forth in the FY2010 program budget on file in the Division of Human Services. Any substantive changes in the budget shall be approved by the Division of Human Services prior to incurring any expenses.

Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to fully participate in and comply with the assessment, training and evaluation services conducted by the County, at the request of the County, which shall include a review of the Agency's administration and management of social services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County.

IV.

RECORD RETENTION CLAUSE: Agency shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

V.

Agency agrees to submit to the Division of Human Services a mid-year report, due by July 31, 2010, and a final report, due by January 31, 2011.

VI.

Agency agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

VII.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VIII.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

IX.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

X.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

XI.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

XII.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

XIII.

County agrees to pay Agency the sum of \$10000.00 as follows:

- A. The County will pay 45% of the contracted sum at the time of the signing of this contract. Upon receipt of the mid-year report, the County will pay 45% of the contracted sum.
- B. The County will pay the contracted balance of 10% after receipt of the final report.

XIV.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XV.

This Agreement shall be for a term of one year commencing on January 1, 2010 and ending on December 31, 2010; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination.

XVI.

Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for one (1) consecutive one-year term. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

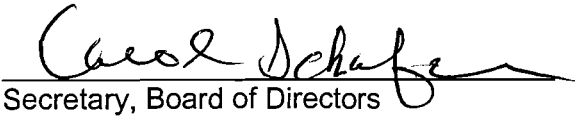
BOONE COUNTY, MISSOURI
By:



President, Board of Directors




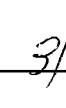
Commissioner



Secretary, Board of Directors

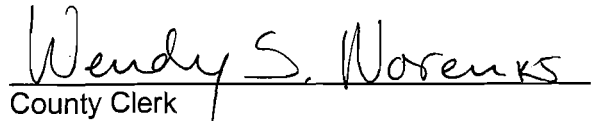
CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

 by  3/2/10


Auditor Date

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

**COUNTY OF BOONE
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone)
State of Missouri)ss

My name is Kim Harvey I am an authorized agent of Harrisburg Early Learning Center (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Kim Harvey 2-17-2010
Affiant Date
Kim Harvey
Printed Name

Subscribed and sworn to before me this 17 day of February, 2010.



ZACH NIEMEIER
My Commission Expires
June 17, 2013
Boone County
Commission #09825923

Zach Niemeier
Notary Public

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2d 0

In the County Commission of said county, on the

11th

day of March

20 10

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between Boone County Council on Aging and Boone County, Missouri, for the Senior Connect program. The terms of this agreement are stipulated in the attached contract. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner
Acting Presiding Commissioner

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

12/30/09

REQUEST DATE

103

VENDOR NO.

Boone County Council on Aging (Senior Connect)

VENDOR NAME

800-N-Providence-Rd #105
ADDRESS 1123 Wilkes Blvd, #100

Columbia
CITY

PHONE #

MO 65203-4360
STATE ZIP 65201

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

Bill to Department #

Department				Account					Item Description	Qty	Unit Price	Amount
1	4	2	0	8	6	6	3	0	Boone County Council on Aging			
									Senior Connect			
									Contract signing (45%)			6554.70
									Mid-year Report (45%)			6554.70
									Final Report and Final Payment (10%)			1456.60
									FY2010			
												\$14,566

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Prepared By

Requesting Official

Auditor Approval

AGREEMENT

THIS AGREEMENT entered into this 13 day of February, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Boone County Council On Aging, hereinafter called "Agency";

WITNESSETH:

WHEREAS, County desires to provide the following social or community service:

SeniorConnect

as stated in the proposal and/or revisions received by the Division of Human Services, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Division of Human Services, 1005 W. Worley Street, Columbia, Missouri;

NOW, THEREFORE, it is hereby agreed by and between County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

The program will provide a continuum of services including enhanced information and referral, service coordination, home repairs/maintenance, and volunteer based support services. Clients with intensive needs receive a comprehensive assessment to determine which services the client needs to remain living independently. Referrals are made for internal support services as well as to other external agencies. The agency will provide approximately 3,047 units (15 minutes of service provision for one Boone County senior) of service at an estimated cost of \$4.78 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of the Boone County and funds shall be spent as set forth in the FY2010 program budget on file in the Division of Human Services. Any substantive changes in the budget shall be approved by the Division of Human Services prior to incurring any expenses.

Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to fully participate in and comply with the assessment, training and evaluation services conducted by the County, at the request of the County, which shall include a review of the Agency's administration and management of social services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County.

IV.

RECORD RETENTION CLAUSE: Agency shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

V.

Agency agrees to submit to the Division of Human Services a mid-year report, due by July 31, 2010, and a final report, due by January 31, 2011.

VI.

Agency agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

VII.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VIII.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

IX.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

X.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

XI.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

XII.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

XIII.

County agrees to pay Agency the sum of \$14566.00 as follows:

- A. The County will pay 45% of the contracted sum at the time of the signing of this contract. Upon receipt of the mid-year report, the County will pay 45% of the contracted sum.
- B. The County will pay the contracted balance of 10% after receipt of the final report.

XIV.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all

obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XV.

This Agreement shall be for a term of one year commencing on January 1, 2010 and ending on December 31, 2010; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination.

XVI.

Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for two (2) consecutive one-year terms. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.

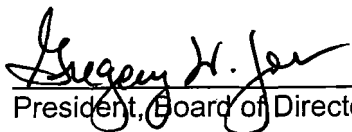
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:

BOONE COUNTY, MISSOURI

By:



President, Board of Directors




Commissioner



Secretary, Board of Directors

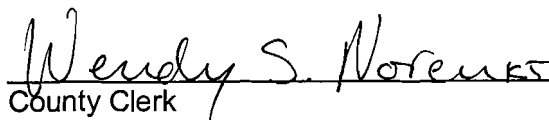
CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

 by 3/2/10

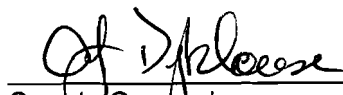
Auditor Date

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

COUNTY OF BOONE
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Boone)
)ss
State of MO)

My name is Gregory W. Jones. I am an authorized agent of Boone County Council on Aging (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Gregory W. Jones 2-13-10
Affiant Date

Gregory W. Jones
Printed Name

Subscribed and sworn to before me this 13 day of 2 2010.

Jessica L. Spanglehour
Notary Public

JESSICA L. SPANGLEHOUR
Notary Public - Notary Seal
State of Missouri
Commissioned for BOONE County
My Commission Expires: Sep. 18, 2011
COMMISSION #07265894

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20¹⁰

In the County Commission of said county, on the 11th day of March 20 10

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between Phoenix Programs, Inc., and Boone County, Missouri, for Outpatient Substance Abuse Treatment. The terms of this agreement are stipulated in the attached contract. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner
Acting Presiding Commissioner

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

12/30/09

REQUEST DATE

9932

VENDOR NO.

Phoenix Programs

VENDOR NAME

ADDRESS

Columbia
CITY

PHONE #

MO
STATE ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

Bill to Department #

Department				Account				Item Description	Qty	Unit Price	Amount	
1	4	2	0	8	4	2	0	0	Phoenix Programs			
									Outpatient Substance Abuse Treatment			
									Contract signing (45%)			1350.00
									Mid- year Report (45%)			1350.00
									Final Report and Final Payment (10%)			300.00
									FY 2010			
												\$3000

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

[Signature]
Prepared By

[Signature]
Requesting Official

[Signature]

Auditor Approval

AGREEMENT

THIS AGREEMENT entered into this 12 day of FEBRUARY, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Phoenix Programs, Inc., hereinafter called "Agency";

WITNESSETH:

WHEREAS, County desires to provide the following social or community service:

Outpatient Substance Abuse Treatment

as stated in the proposal and/or revisions received by the Division of Human Services, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Division of Human Services, 1005 W. Worley Street, Columbia, Missouri;

NOW, THEREFORE, it is hereby agreed by and between County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

The program will provide clinical, outpatient substance abuse counseling services. Services will be targeted at residents who are uninsured and otherwise unable to afford treatment. The agency will provide approximately 61 units (one hour of individual counseling for one Boone County resident) at an estimated cost of \$49.08 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of the Boone County and funds shall be spent as set forth in the FY2010 program budget on file in the Division of Human Services. Any substantive changes in the budget shall be approved by the Division of Human Services prior to incurring any expenses.

Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to fully participate in and comply with the assessment, training and evaluation services conducted by the County, at the request of the County, which shall include a review of the Agency's administration and management of social services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County.

IV.

RECORD RETENTION CLAUSE: Agency shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

V.

Agency agrees to submit to the Division of Human Services a mid-year report, due by July 31, 2010, and a final report, due by January 31, 2011.

VI.

Agency agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

VII.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VIII.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

IX.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

X.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

XI.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

XII.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

XIII.

County agrees to pay Agency the sum of \$3000.00 as follows:

- A. The County will pay 45% of the contracted sum at the time of the signing of this contract. Upon receipt of the mid-year report, the County will pay 45% of the contracted sum.
- B. The County will pay the contracted balance of 10% after receipt of the final report.

XIV.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XV.

This Agreement shall be for a term of one year commencing on January 1, 2010 and ending on December 31, 2010; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination.

XVI.

Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for two (2) consecutive one-year terms. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:



President, Board of Directors

BOONE COUNTY, MISSOURI

By:



Commissioner

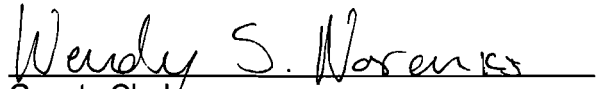

Secretary, Board of Directors

CERTIFICATION:

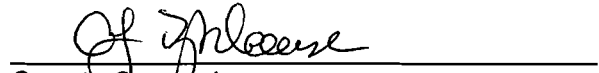
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

 3/2/10
Auditor Date

ATTEST:


County Clerk

APPROVED AS TO FORM:


County Counselor

**COUNTY OF BOONE
 WORK AUTHORIZATION CERTIFICATION
 PURSUANT TO 285.530 RSMo
 (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone)
)ss
 State of MO)

My name is Debra Beste. I am an authorized agent of _____
Phoenix Program (Bidder). This business is enrolled and participates in a federal work

authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Debra Beste 2/12/10
 Affiant Deborah Date Beste
Debra Beste
 Printed Name

Subscribed and sworn to before me this 12th day of FEBRUARY, 2010.

[Signature]
 Notary Public

JOE RITTER
 NOTARY PUBLIC - NOTARY SEAL
 STATE OF MISSOURI
 BOONE COUNTY
 MY COMMISSION EXPIRES APRIL 28, 2012
 COMMISSION # 08545494

135 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 11th day of March 2010

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between Big Brothers Big Sisters of Central Missouri, Inc., and Boone County, Missouri, for traditional mentoring. The terms of this agreement are stipulated in the attached contract. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner
Acting Presiding Commissioner

To: County Clerk's Office

Comm Order # _____

Return to Auditor's Office
Please do not remove staple.

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

12/30/09

REQUEST DATE

8094

VENDOR NO.

Big Brothers/Big Sisters

VENDOR NAME

PHONE #

ADDRESS

Columbia
CITY

Mo
STATE ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

Bill to Department #

Department	Account	Item Description	Qty	Unit Price	Amount
1 4 2 0	8 4 2 0 0	Big Brothers and Big Sisters			
		Community Based Traditional Training			
		Contract signing (45%)			900.00
		Mid- year Report (45%)			900.00
		Final Report and Final Payment (10%)			200.00
					\$2,000

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Prepared By

Requesting Official

Auditor Approval

AGREEMENT

135-2010 County

THIS AGREEMENT entered into this 8 day of Feb, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Big Brothers Big Sisters of Central Missouri, Inc., hereinafter called "Agency";

WITNESSETH:

WHEREAS, County desires to provide the following social or community service:

Community Based Traditional Mentoring

as stated in the proposal and/or revisions received by the Division of Human Services, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Division of Human Services, 1005 W. Worley Street, Columbia, Missouri;

NOW, THEREFORE, it is hereby agreed by and between County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

The program will provide mentoring services to youth ages 6-14 from a single parent family, a family with a parent in prison, or a foster family. Trained adult volunteers will be matched one-on-one with a youth under the supervision of a caseworker who will maintain monthly contact with the volunteer, parent and youth to supervise the progress of the relationship. The agency will provide approximately 419 units (one hour of mentoring for one Boone County youth) at an estimated cost of \$4.77 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of the Boone County and funds shall be spent as set forth in the FY2010 program budget on file in the Division of Human Services. Any substantive changes in the budget shall be approved by the Division of Human Services prior to incurring any expenses.

Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to fully participate in and comply with the assessment, training and evaluation services conducted by the County, at the request of the County, which shall include a review of the Agency's administration and management of social services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County.

IV.

RECORD RETENTION CLAUSE: Agency shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

V.

Agency agrees to submit to the Division of Human Services a mid-year report, due by July 31, 2010, and a final report, due by January 31, 2011.

VI.

Agency agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

VII.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VIII.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

IX.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

X.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

XI.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

XII.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

XIII.

County agrees to pay Agency the sum of \$2000.00 as follows:

- A. The County will pay 45% of the contracted sum at the time of the signing of this contract. Upon receipt of the mid-year report, the County will pay 45% of the contracted sum.
- B. The County will pay the contracted balance of 10% after receipt of the final report.

XIV.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all

obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XV.

This Agreement shall be for a term of one year commencing on January 1, 2010 and ending on December 31, 2010; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination.

XVI.

Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for one (1) consecutive one-year term. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

BOONE COUNTY, MISSOURI
By:



President, Board of Directors



Commissioner



Secretary, Board of Directors

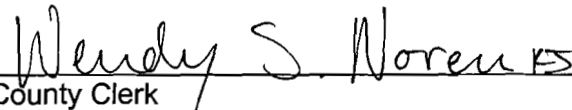
CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.



Auditor 3/2/10
Date

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20¹⁰

In the County Commission of said county, on the 11th day of March 20¹⁰

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between Mid-Missouri Legal Services Corporation and Boone County, Missouri, for the Break the Cycle of Violence program. The terms of this agreement are stipulated in the attached contract. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner
Acting Presiding Commissioner

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

12/30/09

REQUEST DATE

2264

VENDOR NO.

Mid-MO Legal Services

VENDOR NAME

ADDRESS

Columbia
CITY

PHONE #

MO
STATE ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

Bill to Department #

Department				Account				Item Description	Qty	Unit Price	Amount
1	4	2	0	8	4	2	0	Mid-MO Legal Services			
								Break the Cycle of Violence			
								Contract signing (45%)			3960.00
								Mid- year Report (45%)			3960.00
								Final Report and Final Payment (10%)			880.00
								FYZ010			
											\$8800.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Prepared By

Requesting Official

Auditor Approval

AGREEMENT

THIS AGREEMENT entered into this 10th day of February, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Mid-Missouri Legal Services Corporation, hereinafter called "Agency";

WITNESSETH:

WHEREAS, County desires to provide the following social or community service:

Break the Cycle of Violence

as stated in the proposal and/or revisions received by the Division of Human Services, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Division of Human Services, 1005 W. Worley Street, Columbia, Missouri;

NOW, THEREFORE, it is hereby agreed by and between County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

The program will provide legal services to aid in protecting residents of Boone County and their children who are victims of domestic violence by making certain that the victim is represented at the abuse hearing in court. The primary focus of the program will be to provide the victim with an attorney to file or defend divorce and custody actions and to obtain a permanent order from the court ending the relationship and establishing custody rights of the victim to their children. Clients must have an income level between 101%-125% of the federal poverty level. Both clients with and without children will be served by this program. The agency will provide approximately 120 units (one hour of legal services for one Boone County resident) at an estimated cost of \$73.33 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of the Boone County and funds shall be spent as set forth in the FY2010 program budget on file in the Division of Human Services. Any substantive changes in the budget shall be approved by the Division of Human Services prior to incurring any expenses.

Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to fully participate in and comply with the assessment, training and evaluation services conducted by the County, at the request of the County, which shall include a review of the Agency's administration and management of social services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County.

IV.

RECORD RETENTION CLAUSE: Agency shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

V.

Agency agrees to submit to the Division of Human Services a mid-year report, due by July 31, 2010, and a final report, due by January 31, 2011.

VI.

Agency agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

VII.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VIII.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

IX.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

X.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

XI.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

XII.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

XIII.

County agrees to pay Agency the sum of \$8800.00 as follows:

- A. The County will pay 45% of the contracted sum at the time of the signing of this contract. Upon receipt of the mid-year report, the County will pay 45% of the contracted sum.
- B. The County will pay the contracted balance of 10% after receipt of the final report.

XIV.

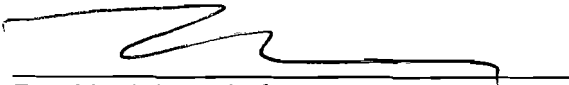
NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XV.

This Agreement shall be for a term of one year commencing on January 1, 2010 and ending on December 31, 2010; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY: **Mid-Missouri Legal Services Corp** BOONE COUNTY, MISSOURI
By: By:



President, Board of Directors
Truman E. Allen

Mary Beck 2-15-10
Secretary, Board of Directors
Mary Beck



Commissioner

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

Jane E. Pitchford by *RP* *3/1/10*
Auditor Date

ATTEST:

Wendy S. Noren
County Clerk

APPROVED AS TO FORM:

G. J. Ploese
County Counselor

**COUNTY OF BOONE
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone)
)ss
State of Missouri)

My name is Susan K Lutton . I am an authorized agent of Mid-Missouri Legal Services Corp. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

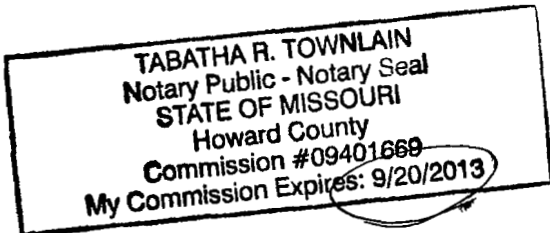
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Susan K Lutton 2/10/2010
Affiant Date

Susan K Lutton
Printed Name

Subscribed and sworn to before me this 10th day of February 2009.

Tabatha Rowland
Notary Public



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2d 0

In the County Commission of said county, on the 11th day of March 20 10

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between the Voluntary Action Center and Boone County, Missouri, for Family Assistance and Emergency Services. The terms of this agreement are stipulated in the attached contract. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner
Acting Presiding Commissioner

11110
12/30/09

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

REQUEST DATE

3353
VENDOR NO.

Voluntary Action Center
VENDOR NAME

ADDRESS

Columbia
CITY

PHONE #

MO 65202
STATE ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

Bill to Department #

Department	Account	Item Description	Qty	Unit Price	Amount
1 4 2 0	8 4 2 0 0	Voluntary Action Center			
		Family Assist. & Emerg. Services			
		Contract signing (45%)			1350.00
		Mid-year Report (45%)			1350.00
		Final Report and Final Payment (10%)			300.00
		FY 2010			
					\$3000

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Prepared By
[Signature]

Requesting Official

[Signature]
Auditor Approval

AGREEMENT

THIS AGREEMENT entered into this 11 day of March, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Voluntary Action Center, hereinafter called "Agency";

WITNESSETH:

WHEREAS, County desires to provide the following social or community service:

Family Assistance and Emergency Services

as stated in the proposal and/or revisions received by the Division of Human Services, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Division of Human Services, 1005 W. Worley Street, Columbia, Missouri;

NOW, THEREFORE, it is hereby agreed by and between County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

The program will provide social services (information and referral and/or direct assistance) for families and individuals seeking social assistance in our community. Staff members will assess client needs, assist clients in accessing internal and external services, and track client populations and met and unmet needs. Services are targeted to persons at or below the poverty level and include both in-person and telephone information and referral. Many clients will be provided extended (multiple) referrals for services. A unit of service will be one information/referral contact or the provision of one type of direct assistance for one Boone County resident/household. The agency will provide approximately 346 units (information and referral and/or direct assistance) at an estimated cost of \$8.67 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of the Boone County and funds shall be spent as set forth in the FY2010 program budget on file in the Division of Human Services. Any substantive changes in the budget shall be approved by the Division of Human Services prior to incurring any expenses.

Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to fully participate in and comply with the assessment, training and evaluation services conducted by the County, at the request of the County, which shall include a review of the Agency's administration and management of social services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County.

IV.

RECORD RETENTION CLAUSE: Agency shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

V.

Agency agrees to submit to the Division of Human Services a mid-year report, due by July 31, 2010, and a final report, due by January 31, 2011.

VI.

Agency agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

VII.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VIII.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

IX.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

X.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

XI.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

XII.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

XIII.

County agrees to pay Agency the sum of \$3000.00 as follows:

- A. The County will pay 45% of the contracted sum at the time of the signing of this contract. Upon receipt of the mid-year report, the County will pay 45% of the contracted sum.
- B. The County will pay the contracted balance of 10% after receipt of the final report.

XIV.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XV.

This Agreement shall be for a term of one year commencing on January 1, 2010 and ending on December 31, 2010; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination.

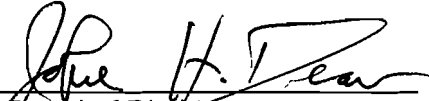
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:


By:

BOONE COUNTY, MISSOURI

By:



President, Board of Directors




Commissioner



Secretary, Board of Directors


CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.




Auditor 2/25/10
Date

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 11th day of March 2010

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between the Community Garden Coalition and Boone County, Missouri, for Community Gardens. The terms of this agreement are stipulated in the attached contract. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner
Acting Presiding Commissioner

To: County Clerk's Office

Comm Order # _____

Return to Auditor's Office
Please do not remove staple.

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

1/11/16
~~12/30/09~~

REQUEST DATE

12518

VENDOR NO.

Community Garden Coalition (Community Gardens)

VENDOR NAME

802 S Fairview
ADDRESS

Columbia
CITY

PHONE #

MO
STATE ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$2500 to \$4,499)
- Purchase is ≤\$2500 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/M Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)


(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

Bill to Department #

Department	Account	Item Description	Qty	Unit Price	Amount
1 4 2 0	8 4 2 0 0	Community Garden Coalition			
		Community Gardens			
		Contract signing (45%)			900.00
		Mid- year Report (45%)			900.00
		Final Report and Final Payment (10%)			200.00
		FYZOID			
					\$2000

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.


 Prepared By _____
 Requesting Official


 Auditor Approval

AGREEMENT

THIS AGREEMENT entered into this 16 day of February, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Community Garden Coalition, hereinafter called "Agency";

WITNESSETH:

WHEREAS, County desires to provide the following social or community service:

Community Gardens

as stated in the proposal and/or revisions received by the Division of Human Services, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Division of Human Services, 1005 W. Worley Street, Columbia, Missouri;

NOW, THEREFORE, it is hereby agreed by and between County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

The program will provide community gardens located throughout the City of Columbia, specifically in areas with higher populations of low-income, elderly or disabled persons within Columbia. Garden clients will be provided with prepared garden plots, seeds, plants, water and fertilizer. Master gardener volunteers will work with each community garden providing equipment and materials for growing, education programs, and individual assistance with planning and nurturing garden plots. The food produced will be consumed by the growers and their families. Excess produce will be donated to the Central Missouri Food bank Pantry to be distributed to low to moderate income Boone County residents. The agency will provide approximately 2,326 units (One (1) pound of food from community gardens or partnering donor gardens for which CGC provides seeds, plants, & inputs) at an estimated cost of \$0.86 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of the Boone County and funds shall be spent as set forth in the FY2010 program budget on file in the Division of Human Services. Any substantive changes in the budget shall be approved by the Division of Human Services prior to incurring any expenses.

Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to fully participate in and comply with the assessment, training and evaluation services conducted by the County, at the request of the County, which shall include a review of the Agency's administration and management of social services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County.

IV.

RECORD RETENTION CLAUSE: Agency shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

V.

Agency agrees to submit to the Division of Human Services a mid-year report, due by July 31, 2010, and a final report, due by January 31, 2011.

VI.

Agency agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

VII.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VIII.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

IX.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

X.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

XI.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

XII.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

XIII.

County agrees to pay Agency the sum of \$2000.00 as follows:

- A. The County will pay 45% of the contracted sum at the time of the signing of this contract. Upon receipt of the mid-year report, the County will pay 45% of the contracted sum.

B. The County will pay the contracted balance of 10% after receipt of the final report.

XIV.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XV.

This Agreement shall be for a term of one year commencing on January 1, 2010 and ending on December 31, 2010; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

BOONE COUNTY, MISSOURI
By:

Bill McKeely
President, Board of Directors

[Signature]
Commissioner

Janice McDonald
Secretary, Board of Directors

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

June E. Pritchard by KP 2/25/10
Auditor Date

ATTEST:

Wendy S. Noren
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

139 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 11th day of March 2010

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between the City of Columbia, Missouri, and Boone County, Missouri, for Community Service Energy Assistance and Community Health Dental Assistance. The terms of this agreement are stipulated in the attached contract. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner
Acting Presiding Commissioner

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

1/20/10

REQUEST DATE

5638

VENDOR NO.

City of Columbia Missouri Finance/Dept/Accounting Divison/ Dental/Utility

VENDOR NAME

P.O. Box 6912
ADDRESS

Columbia, MO
CITY

PHONE #

MO 65205
STATE ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$2500 to \$4,499)
- Purchase is ≤\$2500 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

Bill to Department #

Department	Account	Item Description	Qty	Unit Price	Amount
1 4 1 0	8 6 6 5 5	COMMUNITY SERV. ENERGY ASST (Utility)			
		1 ST QUARTER 2010			1750
		2 nd QUARTER 2010			1750
		3 rd QUARTER 2010			1750
		4 th QUARTER 2010			1750
		TOTAL			\$7,000
1 4 1 0	8 6 6 4 0	COMMUNITY HEALTH DENTAL ASSIST.			
		1 st QUARTER 2010			1250
		2 nd QUARTER 2010			1250
		3 rd QUARTER 2010			1250
		4 th QUARTER 2010			1250
		TOTAL			\$5,000

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Prepared By

Requesting Official

Auditor Approval

AGREEMENT

THIS AGREEMENT, made and entered into this 11 day of March, 2010, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

WITNESSTH

WHEREAS, the City and County are empowered in Article VI, Section 16 of the Missouri Constitution, and Section 70.220, RSMo, respectively, to enter into certain cooperative agreements; and

WHEREAS, it is deemed by the parties hereto to be mutually advantageous to the parties to provide public health services for the citizens of Columbia and Boone County during calendar year 2010. Health Department services will be equally available to Boone County residents both in and outside the corporate limits of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I.

For the agreed upon amount specified in Article X, the City agrees to provide public health services to County residents. Said services shall include but are not limited to: home visitation, blood pressure and TB screening, communicable disease control, children's and adult immunizations, family planning, STD/HIV prevention and control, health education and preventative health care will be offered at such places and times determined by the Director of Health Services.

II.

For the agreed upon amount specified in Article X, the City will provide social services to county residents. Said services shall include but are not limited to: pregnancy counseling and case management, eligibility, and referrals.

III.

For the agreed upon amount specified in Article X, the City will provide Women, Infants & Children (W.I.C.) nutritional supplemental food program services for persons meeting state and federal eligibility guidelines.

IV.

For the agreed upon amount specified in Article X, the City agrees to provide monthly screening clinics in each incorporated municipality in Boone County provided, however, that such clinics are authorized by the mayor of each municipality. Additional clinics in other locations may be recommended by the Health Director with authorization from the Boone County Commission.

V.

For the agreed upon amount specified in Article X, the City agrees to provide one environmental health specialist to provide services outside the City of Columbia. Services shall include, but not be limited to, routine food service inspection, investigation of environmental health hazards such as unsafe water supplies, improper sewage disposal, promiscuous dumping, and hazardous materials. Additionally, this person will enforce the Boone County Public Nuisance Ordinance enacted in 2000.

VI

For the agreed upon amount specified in Article X, the City agrees to provide one environmental health specialist and 0.5 clerical to be dedicated to activities related to the County onsite wastewater ordinance.

VII.

For the agreed upon amount specified in Article X, the City agrees to administer utility assistance services to eligible Boone County residents, not to exceed the amount specified. Said services will consist of payments to utility providers for the purpose of reconnecting utility service, payment of utility bills to avoid disconnection and referral for weatherization. Said service will be provided to eligible persons according to need as determined by the City/County Director of Health Services. The entire amount indicated in Article XIII will be utilized for payments to utilities without deduction for administrative costs.

VIII.

For the agreed upon amount specified in Article X, the City will administer the dental assistance program to eligible indigent County residents for emergency care and/or relief of pain, limited to the amount of \$350 per client and not to exceed the amount specified. This service includes medical supervision of dental infection.

IX.

The City hereby agrees that the City/County Director of Health Services shall provide the County Commission with recommendations concerning additional or revised public health services and shall be available at reasonable times to consult with County officials as the County officials deem necessary.

X.

Agreed Upon Amounts		Program Cost ¹
Community Services	Dental 1410-86640 Utility 1410-86655	\$5,000 \$7,000 \$12,000
Public Health Services: Administration, Clinic & Nursing, Environmental Health, Social Services, WIC	1410-86680	\$1,005,159
On-Site Sewage ²	1740-86606	\$75,117
TOTAL		\$1,092,276

¹Program Cost equals total cost of services less applicable revenues.

²On-Site sewage revenues are deposited directly with Boone County.

XI.

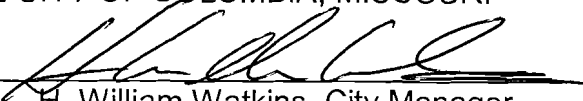
The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2011, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will accompany each quarterly report. The County will not be obligated to render payment until such statistical report is received.

XII.

During the term of this Agreement, the City will provide liability insurance coverage on the interior

space the Health Department occupies (Unit #1 of the Columbia/Boone County Health Department Condominium) in the same manner that it does for other City-owned facilities.

THE CITY OF COLUMBIA, MISSOURI

BY: 
H. William Watkins, City Manager

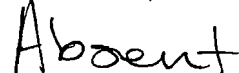
ATTEST:

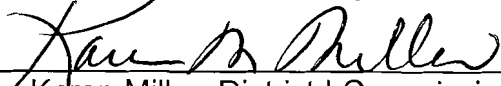

Sheela Amin, City Clerk

APPROVED AS TO FORM:


Fred Boeckmann, City Counselor

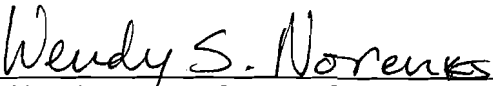
BOONE COUNTY, MISSOURI

BY: 
Ken Pearson, Presiding Commissioner

BY: 
Karen Miller, District I Commissioner

BY: 
Skip Elkin, District II Commissioner

ATTEST:

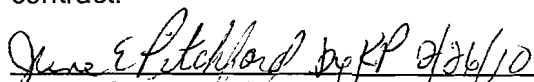

Wendy Noren, County Clerk

APPROVED AS TO FORM:


C.J. Dykehouse, County Counselor

Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

 2/26/10
Boone County Auditor Date

140 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 11th day of March 2010

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between the City of Columbia, Missouri, and Boone County, Missouri, for Animal Control services. The terms of this agreement are stipulated in the attached contract. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission

Absent

Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner
Acting Presiding Commissioner

AGREEMENT

THIS AGREEMENT, made and entered into this 11 day of March, 2010, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

IN CONSIDERATION of the mutual covenants herein contained, it is hereby agreed by and between the Parties as follows:

1. The City agrees to provide the equivalent of two full-time (2 F.T.E) benefited animal control officers for services to Boone County residents living outside the corporate limits of the City. All officers so provided shall be suitably trained employees of the City.

2. The City will provide appropriate materials and supplies associated with supporting the personnel listed in paragraph 1. Items in this category include but are not limited to automotive fuel, automotive parts, and small tools.

3. The City has, from time to time, entered into contracts with the Central Missouri Humane Society, a Missouri not-for-profit corporation, for the provision of office space, telephone answering and dispatching, certain after-hours services, and kennel facilities. Copies of any such future contracts between the City and the Humane Society or other provider for these services during the term of this agreement shall be forwarded to the Boone County Commission for informational purposes.

4. Capital items previously purchased by the City to provide animal control services for Boone County, the cost of which has been reimbursed by the County, shall continue to be used to provide services under this agreement. Such items, however, shall be returned to the County within thirty (30) days of termination of this agreement unless the parties, by written agreement, provide otherwise.

5. The County shall pay City a proportionate share (33%) of the personnel costs, materials and supplies, utilities, travel and training, and other miscellaneous services and intra-governmental charges of the Animal Control division of the City's Health Department to fulfill its obligations under this agreement. The proportionate amount shall be determined by dividing the total cost for each such category by the number of City animal control officers and multiplying that number by the two full-time equivalent employees provided County under this agreement.

6. An estimate of the County's annualized cost under this agreement is set forth in Schedule A which is attached to and made a part of this agreement.

7. The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2011, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will accompany each quarterly report. The County will not be obligated to render payment until such statistical report is received.

8. During the term of this Agreement, the City will provide liability insurance coverage on the interior space the Health Department occupies (Unit #1 of the Columbia/Boone County Health Department Condominium) in the same manner that it does for other City-owned facilities.

9. This agreement shall be in full force and effect during calendar year 2010; provided, however, that either party may terminate this agreement upon thirty (30) days written notice of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

THE CITY OF COLUMBIA, MISSOURI

BY: 
H. William Watkins, City Manager

ATTEST:


Sheela Amin, City Clerk

APPROVED AS TO FORM:


Fred Boeckmann, City Counselor

BOONE COUNTY, MISSOURI

BY: Absent
Ken Pearson, Presiding Commissioner

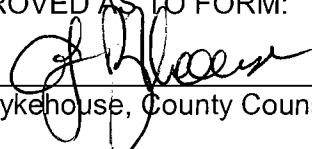
BY: 
Karen Miller, District I Commissioner

BY: 
Skip Elkin, District II Commissioner

ATTEST:


Wendy Noren, County Clerk


APPROVED AS TO FORM:



C.J. Dykehouse, County Counselor

Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

 8/26/10
Boone County Auditor / Date

SCHEDULE A

ANIMAL CONTROL

Personnel (2 FTE)	\$105,961
Materials and Supplies	\$9,715
Training and Schools	\$1,301
Intra-governmental Charges	\$6,924
Utilities, Services, & Other Miscellaneous	\$41,738

Total \$165,639

141 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2d 0

In the County Commission of said county, on the 11th day of March 20 10

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between Integrity Home Care and Boone County, Missouri, for homemaker/personal care and respite services. The terms of this agreement are stipulated in the attached contract. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner
Acting Presiding Commissioner

AGREEMENT FOR PURCHASE OF IN HOME SERVICES

THIS AGREEMENT, dated the 19 day of Feb, 2010, is entered into between Boone County, Missouri, through its County Commission, hereinafter referred to as the "County" and The Curators of the University of Missouri on behalf of MU Adult Day Connection, hereinafter referred to as the "Provider".

WHEREAS, the County is desirous of providing respite services as stated in the application received by the Division of Human Services which is hereby incorporated by reference as fully as herein set forth.

NOW THEREFORE, the County and Provider agree:

1. Provider shall provide respite services in accordance with the application of Provider that is on file in the Division of Human Services. Services purchased under this Agreement shall be provided to Boone County residents residing outside the City of Columbia and be provided to persons who meet the eligibility requirements established by the County.
2. Services specified in this Agreement shall be purchased from the contracting in home service agency of the client's choice, using the fixed rate amount designated herein. No specific dollar allocation shall be made to any agency.
3. Provider agrees and understands that refusal to deliver services to any client authorized by the County may constitute a breach of this Agreement unless prior approval has been obtained from the County.
4. Provider shall conform at all times to applicable State Licensing Rules for Home Health agencies and/or Missouri Department of Health and Senior Services Standards for Homemaker/Personal Care, Respite Care, and Personal Care Assistance (CDS) Services.
5. Provider shall keep and maintain authorization documents, record of payments received from the County, and complete records to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) calendar years following expiration of this Agreement.
6. All such records and documents pertinent to this Agreement shall be subject at all times to inspection, review, or audit by County personnel and other personnel duly authorized by the County, subject to prior authorization by the patient.
7. If Provider is terminated from service with the County or goes out of business, all applicable records or copies thereof shall be furnished to the County at the time of termination or cessation of business.
8. County shall be permitted to conduct an on-site review of the program operated by the Provider, at a time mutually agreed upon by both parties.
9. Provider agrees that if a suit or claim is filed or made against County, or its officers or employees, based upon the Provider's performance under this agreement, or the County's selection of Provider as a contracting agency, or the County's failure to supervise or monitor Provider's performance under this agreement, Provider will indemnify, defend and hold harmless the County against said suit or claim and pay whatever damages may be assessed against the County. Provider is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Provider.

* To the extent permitted by Missouri law and without waiving sovereign immunity,



0602765A

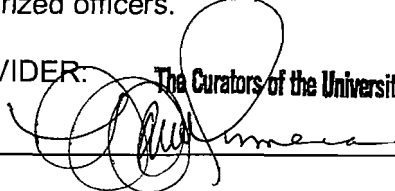
COL/BOONE CTY

HOMEMAKER/PERSONAL/RESPITE CARE SVC

10. Provider shall not assign the responsibility of this Agreement to another party without prior written approval of the County.
11. Payment shall be made only for those services specified in this Agreement as authorized by the County. Said authorization shall be furnished to the Provider in writing by the Columbia/Boone County Health Department and shall include the name of the Provider, the period of authorization, the type of service, the level of service, and the client to be served.
12. The rate of reimbursement for the period January 1, 2010 through December 31, 2010 is \$3.78 per unit of service for respite care services. A unit of service is one-quarter hour. Reimbursement rates may be increased at the sole discretion of the County so as to ensure that reimbursement rates correspond with current state rates for these services. In all circumstances, County's obligation to make payments hereunder are subject to annual appropriations made available by County to fund its obligations to Provider and further conditioned upon there being a sufficient unencumbered balance remaining in said appropriation.
13. The County shall pay the provider on the basis of monthly invoices, which shall be submitted to the Division of Human Services within fifteen days following the last day of each billing period on forms provided by the County for this purpose. Any invoices submitted after the fifteen day time period will be held over until the next month's billing cycle.
14. Supplemental invoices will be accepted for payment within 60 days of service delivery. Any supplemental invoices submitted later than 60 days after service delivery will not be reimbursed.
15. The Provider must submit the final invoice for reimbursement to the County no more than fifteen (15) days after the contract ends or is terminated.
16. This Agreement shall begin January 1, 2010 or the date on which the Agreement has been signed by both parties, whichever is later, and shall end on December 31, 2010.
17. Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for two (2) consecutive one-year terms. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.
18. This Agreement may be terminated by either party upon thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
19. It is further understood and agreed that either party at any time may, with cause related to adequacy of performance, terminate this contract immediately by written notice.
20. If this Agreement is terminated for any reason, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.
21. **NON-APPROPRIATION CLAUSE:** Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

PROVIDER: The Curators of the University of Missouri

BY: 

TITLE: Lisa J. Wimmenauer
Assoc. Director, Business Services

DATE: 2/24/2010

BOONE COUNTY, MISSOURI:

BY: 
Presiding Commissioner

ATTEST:

BY: Wendy S. Noren
County Clerk

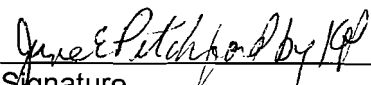
**APPROVED
AS TO
LEGAL FORM**
2/23/10 KGW

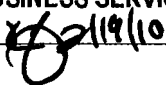
APPROVED AS TO FORM:

BY: 
County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo, 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

<u></u>	<u>3/3/10</u>	<u>1420-80621</u>
Signature	Date	Appropriation Account

BUSINESS SERVICES
MU 

AGREEMENT FOR PURCHASE OF IN HOME SERVICES

THIS AGREEMENT, dated the 2 day of 11, 2010, is entered into between Boone County, Missouri, through its County Commission, hereinafter referred to as the "County" and Integrity Home Care, A Division of Integra Healthcare, Inc. hereinafter referred to as the "Provider".

WHEREAS, the County is desirous of providing homemaker/personal care and respite services as stated in the application received by the Division of Human Services which is hereby incorporated by reference as fully as if herein set forth.

NOW THEREFORE, the County and Provider agree:

1. Provider shall provide homemaker/personal care and respite services in accordance with the application of Provider that is on file in the Division of Human Services. Services purchased under this Agreement shall be provided to Boone County residents residing outside the City of Columbia and be provided to persons who meet the eligibility requirements established by the County.
2. Services specified in this Agreement shall be purchased from the contracting in home service agency of the client's choice, using the fixed rate amount designated herein. No specific dollar allocation shall be made to any agency.
3. Provider agrees and understands that refusal to deliver services to any client authorized by the County may constitute a breach of this Agreement unless prior approval has been obtained from the County.
4. Provider shall conform at all times to applicable State Licensing Rules for Home Health agencies and/or Missouri Department of Health and Senior Services Standards for Homemaker/Personal Care, Respite Care, and Personal Care Assistance (CDS) Services.
5. Provider shall keep and maintain authorization documents, record of payments received from the County, and complete records to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) calendar years following expiration of this Agreement.
6. All such records and documents pertinent to this Agreement shall be subject at all times to inspection, review, or audit by County personnel and other personnel duly authorized by the County, subject to prior authorization by the patient.
7. If Provider is terminated from service with the County or goes out of business, all applicable records or copies thereof shall be furnished to the County at the time of termination or cessation of business.
8. County shall be permitted to conduct an on-site review of the program operated by the Provider, at a time mutually agreed upon by both parties.
9. Provider agrees that if a suit or claim is filed or made against County, or its officers or employees, based upon the Provider's performance under this agreement, or the County's selection of Provider as a contracting agency, or the County's failure to supervise or monitor Provider's performance under this agreement, Provider will indemnify, defend and hold harmless the County against said suit or claim and pay whatever damages may be assessed against the County. Provider is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Provider.

10. Provider shall not assign the responsibility of this Agreement to another party without prior written approval of the County.
11. Payment shall be made only for those services specified in this Agreement as authorized by the County. Said authorization shall be furnished to the Provider in writing by the Columbia/Boone County Health Department and shall include the name of the Provider, the period of authorization, the type of service, the level of service, and the client to be served.
12. The rate of reimbursement for the period January 1, 2010 through December 31, 2010 is \$4.24 per unit of service for homemaker/personal care services and \$3.78 per unit of service for respite care services. A unit of service is one-quarter hour. Reimbursement rates may be increased at the sole discretion of the County so as to ensure that reimbursement rates correspond with current state rates for these services. In all circumstances, County's obligation to make payments hereunder are subject to annual appropriations made available by County to fund its obligations to Provider and further conditioned upon there being a sufficient unencumbered balance remaining in said appropriation.
13. The County shall pay the provider on the basis of monthly invoices, which shall be submitted to the Division of Human Services within fifteen days following the last day of each billing period on forms provided by the County for this purpose. Any invoices submitted after the fifteen day time period will be held over until the next month's billing cycle.
14. Supplemental invoices will be accepted for payment within 60 days of service delivery. Any supplemental invoices submitted later than 60 days after service delivery will not be reimbursed.
15. The Provider must submit the final invoice for reimbursement to the County no more than fifteen (15) days after the contract ends or is terminated.
16. This Agreement shall begin January 1, 2010 or the date on which the Agreement has been signed by both parties, whichever is later, and shall end on December 31, 2010.
17. Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for two (2) consecutive one-year terms. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.
18. This Agreement may be terminated by either party upon thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
19. It is further understood and agreed that either party at any time may, with cause related to adequacy of performance, terminate this contract immediately by written notice.
20. If this Agreement is terminated for any reason, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.
21. **NON-APPROPRIATION CLAUSE:** Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

PROVIDER:

BOONE COUNTY, MISSOURI:

BY: Integrity Home Care

BY: [Signature]
Presiding Commissioner

TITLE: Event Bee
Executive Director
of Business

ATTEST:

DATE: 7/1/2010

BY: [Signature]
Wendy S. Woren KS
County Clerk

APPROVED AS TO FORM:

BY: [Signature]
County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo, 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

[Signature] no encumbrance required 3/3/10 1420/86621
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 11th day of March 2010

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between the Curators of the University of Missouri and Boone County, Missouri, for Adult Day Care. The terms of this agreement are stipulated in the attached contract. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner
Acting Presiding Commissioner

AGREEMENT

THIS AGREEMENT entered into this 1ST day of JANUARY, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and The Curators of the University of Missouri on behalf of MU Adult Day Connection, hereinafter called "Agency";

WITNESSETH:

WHEREAS, County desires to provide the following social or community service:

Adult Day Care

as stated in the proposal and/or revisions received by the Division of Human Services, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Division of Human Services, 1005 W. Worley Street, Columbia, Missouri;

NOW, THEREFORE, it is hereby agreed by and between County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

The program will provide licensed adult day care services for frail, functionally impaired or isolated adults needing supervision and therapeutic care during the day. Fees will be assessed to program participants based on current rates as advertised by the program. Subsidies for services will be provided based on participants' income. The maximum subsidy allotted for adult day care programming under this agreement is \$71 per participant, per day. If fully subsidized, the agency will provide no less than 28 units (subsidy for one day of adult day care programming for one Columbia resident) under this agreement. This per unit/day rate is set at \$71 to correspond with the State's current allowable reimbursement for this type of service. Increases may be approved by the County to ensure that subsidy maximum remains equal to the State reimbursement rate for the service. With any increase in subsidy/rate, there will be a corresponding decrease in the number of units to be provided under this agreement.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of the Boone County and funds shall be spent as set forth in the FY2010 program budget on file in the Division of Human Services. Any substantive changes in the budget shall be approved by the Division of Human Services prior to incurring any expenses.

Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to fully participate in and comply with the assessment, training and evaluation services conducted by the County, at the request of the County, which shall include a review of the Agency's administration and management of social services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County.

IV.

RECORD RETENTION CLAUSE: Agency shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

V.

Agency agrees to submit to the Division of Human Services a mid-year report, due by July 31, 2010, and a final report, due by January 31, 2011.

VI.

Agency agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

VII.

To the extent permitted by Missouri law, and without waiving sovereign immunity, Agency agrees that if a suit or claim is filed or made against the County based upon the Agency's performance under this agreement or the County's selection of Agency as a contracting agency or the County's failure to supervise or monitor Agency's performance under this agreement, Agency will defend the County against said suit or claim and pay whatever damages may be assessed against the County. Agency is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Agency. County agrees that if a suit or claim is filed or made against the Agency based upon the County's performance under this agreement, County will defend the Agency against said suit or claim and pay whatever damages may be assessed against the Agency. County is entitled to use whatever defenses it has in law or fact against such claimants and Agency agrees to assist in the factual defenses raised by the County.

VIII.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

IX.

To the extent permitted by Missouri law, and without waiving sovereign immunity, Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs, arising out of or in the course of the operation of this agreement.

X.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

XI.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

XII.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's

employees are lawfully present in the United States.

XIII.

County agrees to pay Agency the sum of \$2,000.00 as follows:

- A. The County will pay 45% of the contracted sum at the time of the signing of this contract. Upon receipt of the mid-year report, the County will pay 45% of the contracted sum.
- B. The County will pay the contracted balance of 10% after receipt of the final report.

XIV.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XV.

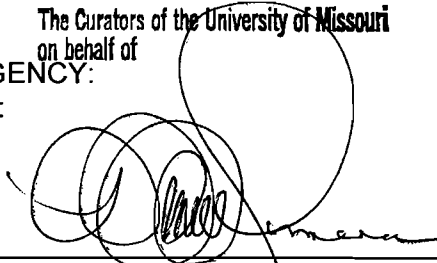
This Agreement shall be for a term of one year commencing on January 1, 2010 and ending on December 31, 2010; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination.

XVI.

Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for two (2) consecutive one-year terms. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.

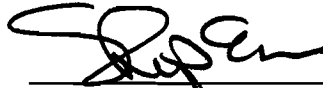
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

The Curators of the University of Missouri
on behalf of
AGENCY:
By:



Lisa J. Wimmenauer
Assoc. Director, Business Services

BOONE COUNTY, MISSOURI
By:



Commissioner

Secretary, Board of Directors

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

Jan & Pritchard LLP 3/3/10
Auditor Date

ATTEST:

Wendy S. Norems
County Clerk

APPROVED AS TO FORM:

J. D. Plouse
County Counselor

APPROVED
AS TO
LEGAL FORM
2/23/10 KSW

Wald
2-5-10

BUSINESS SERVICES
MU 2/17/10

143 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 11th day of March 2010

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between Services for Independent Living and Boone County, Missouri, for transportation services. The terms of this agreement are stipulated in the attached contract. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Absent

Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner
Acting Presiding Commissioner

12/30/09

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

REQUEST DATE

330

Services for Independent Living (Transportation)

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

Columbia
CITY

MO1
STATE ZIP

BID DOCUMENTATION

**This field MUST be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3**

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$2500 to \$4,499)
- Purchase is ≤\$2500 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

Bill to Department #

Department				Account					Item Description	Qty	Unit Price	Amount
1	4	2	0	8	6	6	9	0	Services for Independent Living			
									Transportation			
									Contract signing (45%)			3590.55
									Mid- year Report (45%)			3590.55
									Final Report and Final Payment (10%)			797.90
									FY2010			
												\$7979.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Prepared By
[Signature]

Requesting Official

[Signature]
Auditor Approval

AGREEMENT

THIS AGREEMENT entered into this 25 day of February, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Services for Independent Living, hereinafter called "Agency";

WITNESSETH:

WHEREAS, County desires to provide the following social or community service:

Transportation

as stated in the proposal and/or revisions received by the Division of Human Services, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Division of Human Services, 1005 W. Worley Street, Columbia, Missouri;

NOW, THEREFORE, it is hereby agreed by and between County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

The program will provide door-to-door transportation services from 7:30 a.m. - 5:00 p.m. Monday-Friday and 8:30 a.m. - 5:00 p.m. Sunday for individuals with significant disabilities. Evening transportation will be provided on a scheduled basis for SIL sponsored and other community programs. Transportation service will be provided door to door using lift-equipped vehicles. Transportation will be provided in order to allow access to: goods and services, employment, education, faith activities, recreation, healthcare, the political process, and other community activities. The agency will provide approximately 416 units (approximately 15 minutes of transportation for one disabled Boone County resident) at an estimated cost of \$19.19 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of the Boone County and funds shall be spent as set forth in the FY2010 program budget on file in the Division of Human Services. Any substantive changes in the budget shall be approved by the Division of Human Services prior to incurring any expenses.

Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to fully participate in and comply with the assessment, training and evaluation services conducted by the County, at the request of the County, which shall include a review of the Agency's administration and management of social services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County.

IV.

RECORD RETENTION CLAUSE: Agency shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

V.

Agency agrees to submit to the Division of Human Services a mid-year report, due by July 31, 2010, and a final report, due by January 31, 2011.

VI.

Agency agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

VII.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VIII.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

IX.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

X.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

XI.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

XII.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

XIII.

County agrees to pay Agency the sum of \$7979.00 as follows:

- A. The County will pay 45% of the contracted sum at the time of the signing of this contract. Upon receipt of the mid-year report, the County will pay 45% of the contracted sum.
- B. The County will pay the contracted balance of 10% after receipt of the final report.

XIV.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XV.

This Agreement shall be for a term of one year commencing on January 1, 2010 and ending on December 31, 2010; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination.

XVI.

Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for two (2) consecutive one-year terms. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.

144 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 11th day of March 2010

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the acceptance and signing of grant project number G10-EECBG-04-830407867 ARRA Wastewater and Water Treatment Efficiency grant for the period from 03/15/2010 to 08/31/2012 in the amount of \$128,052.00. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Nofen
Wendy S. Nofen
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner
Acting Presiding Commissioner

144-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 2010

County of Boone

} ea.

In the County Commission of said county, on the 11th day of March 2010

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the acceptance and signing of grant project number G10-EECBG-04-830407867 ARRA Wastewater and Water Treatment Efficiency grant for the period from 03/15/2010 to 08/31/2012 in the amount of \$128,052.00. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

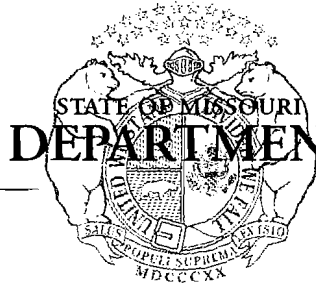
Wendy S. Noren
Clerk of the County Commission

Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner
Acting Presiding Commissioner

144-2010



Jeremiah W. (Jay) Nixon, Governor • Mark N. Templeton, Director

DEPARTMENT OF NATURAL RESOURCES

www.dnr.mo.gov

March 5, 2010

Ken Pearson, Commissioner
Boone County
801 E Walnut, Rm. 245
Columbia, MO 65201-7732

RE: Boone County Regional Sewer District Energy Efficiency Upgrade Project

Dear Commissioner Pearson:

On behalf of Missouri Department of Natural Resources, I am pleased to award a Wastewater and Water Treatment Efficiency grant through the 2009 American Recovery and Reinvestment Act's (ARRA) Energize Missouri Communities to Boone County in the amount of \$128,052.00.

Energize Missouri Communities received 86 applications requesting more than \$18 million in projects for Missouri cities and counties. We applaud your initiative and offer congratulations on developing a strong project that will result in improved energy savings and economic benefits for the citizens of our State.

Enclosed with this letter are the Financial Assistance Agreement, grant agreement, and terms and conditions, all of which constitute the formal award of these funds. Please read all documents carefully as there are many ARRA requirements that must be followed throughout the award period. As additional information is disseminated by the U.S. Department of Energy, amendments will be sent to you in order to cover any changes or additional requirements.

To accept the award, please sign the original of the Financial Assistance Agreement. The assistance as described herein is hereby offered and accepted effective upon signature by authorized officials. By signing the agreement and forms, you are committing to follow and comply with all of the terms and conditions. Please return the following to the attention of Mr. William Haas at Missouri Department of Natural Resources, Division of Energy - Energize Missouri Communities P.O. Box 176, Jefferson City, MO 65102 by March 15, 2010:

- One (1) signed original of the Financial Assistance Agreement,
- One (1) signed original of the Certificate Regarding Debarment and Suspension,
- One (1) signed original of the Anti-Lobbying Act form.

144-2010



ENERGIZE MISSOURI COMMUNITIES

MISSOURI DEPARTMENT OF NATURAL RESOURCES



Missouri Department of Natural Resources, Division of Energy, 1101 Riverside Drive, P.O. Box 176, Jefferson City, MO 65102-0176

MISSOURI DEPARTMENT OF NATURAL RESOURCES - FINANCIAL ASSISTANCE AGREEMENT

Under the authority of the American Recovery and Reinvestment Act (ARRA) 2009 and subject to pertinent legislation, regulations and policies applicable to Grant DE-EE0000761

1. Recipient Name: Boone County/ Mr. Ken Pearson Recipient Title: Commissioner Address: Boone County 801 E Walnut, Rm. 245 Columbia, MO 65201-7732	2. Project Number: G10-EECBG-04-830407867 3. Budget Period: March 15, 2010 - August 31, 2012 4. Project Period: March 15, 2010 - August 31, 2012
5. Recipient Project Manager: Tom Ratermann Telephone No.: 573-443-2765	6. Type of Assistance (indicate by X) New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>
7. State Project Oversight: David L. Harrison, MDNR/DE Telephone No.: 573-751-7057	8. Amendment ID:
9. Project Title and Description: Boone County Regional Sewer District Energy Efficiency Upgrade Project	
10. Source of Funding/Year: ARRA/2009	

11. Project Funding:	Amount	Percent
Initial Award	\$ 128,052.00	71.44%
Initial Recipient Match	\$ 51,184.00	28.56%
Amended Award	\$	0.00%
Amended Recipient Match	\$	0.00%
TOTAL PROJECT COSTS	\$ 179,236.00	100.00%

12. Amendment (describe):

13. The recipient agrees to administer this agreement in accordance with:

a. All applicable federal and state regulations.	g. Suspension/Debarment (Sec. 4.2R)
b. Applicable program guidelines.	h. Certificate Regarding Lobbying (Sec. 4.2S)
c. Detailed Scope of Work (Sec. 1.1-1.4)	i. Publications (Sec. 4.2K)
d. Budget Plan (Sec. 2.1-2.3)	j. Invoice (Sec. 4.2A)
e. MDNR Terms and Conditions (Sec. 4.2)	k. MBE/WBE Utilization (Sec. 4.2U)
f. Special Terms and Conditions (Sec. 4.3)	l. Recipient application dated January 15, 2010.

14. The assistance as described herein is hereby offered and accepted effective upon signature of authorized officials and on the date indicated in Parts 3 and 4 above.

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Department Director or Designee: Mark Templeton, Director	Signature 	Date MAR - 5 2010
---	---------------	-----------------------------

RECIPIENT ORGANIZATION:

Name and Title (typed): Commissioner Ken Pearson, Boone County	Signature 	Date 3-11-10
---	---------------	------------------------

ENERGIZE MISSOURI COMMUNITIES

NOW THEREFORE, the parties do mutually agree as follows:

1. SCOPE OF WORK

1.1 Goal, Purpose, and Background:

The Missouri Department of Natural Resources created Energize Missouri Communities to distribute funding received from U.S. Department of Energy (USDOE) under the Energy Efficiency and Conservation Block Grant (EECBG) Program. The purpose of Energize Missouri Communities is to provide funding, via a competitive selection process, to assist local governments in creating and implementing strategies to:

- Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximize benefits for local and regional communities;
- Reduce total energy use of the eligible entities;
- Improve energy efficiency in the building, transportation and other appropriate sectors; and
- Create and retain jobs.

Each Subgrantee is required to use the funds in a cost-effective manner that is of maximum benefit to the population and in a manner that will yield continuous benefits over time in terms of energy and emission reductions.

The Subgrantee agrees to undertake, carry out, and complete, in a competent manner, all of the work and services set forth in this Agreement, and to operate within the financial constraints of the approved Subgrant budget, as set forth in Section 2.

1.2 Project Scope of Work and Performance Objectives:

Scope of work:

The Subgrantee shall replace and install new energy efficient equipment at five wastewater treatment plants located throughout the county located at the following addresses:

- Clearview Wastewater Treatment Plant (WWTP), Autum Drive, Columbia, Missouri 54202
- Midway Crossing WWTP; Rollingwood Boulevard, Columbia, Missouri 65202
- Prairie Meads WWTP, Highway 63 South, Columbia, Missouri 65201
- Shaw WWTP, St. Charles Road, Columbia, Missouri 65201
- South Route K WWTP, 1860 West Boris & Route K, Columbia, Missouri 65203

The Subgrantee shall also conduct a facility energy audit at each of the locations identified above. The Subgrantee shall utilize a certified energy auditor(s) to conduct facility energy audits following

ASHRAE Level II Energy Audit, Energy Survey and Analysis (<http://www.ashrae.org>). The deliverable will be an energy audit report.

Per the Subgrantee’s Energize Missouri Communities Water and Wastewater Treatment Efficiency project application submitted to the Department January 15, 2010, the following equipment shall be installed:

Quantity	Equipment	Replaces
2	Fine Bubble Aeration Equipment, Re-Sheave Duty Blower - Environmental Dynamics ModuleAir with MiniPanel Diffusers	Coarse bubble aeration
3	Fine Bubble Aeration Equipment, Re-Sheave Duty Blower - Environmental Dynamics Retrievable Fine Bubble Diffusers (with MiniPanel Diffusers)	

Under this Agreement, funding is allocated for audits and installation energy efficiency projects that reduce energy use and provide energy cost savings. The Department will not pay for any costs incurred prior to the grant beginning date.

1.3 Project Tasks

Task 1 – Procure Materials

The Subgrantee shall procure materials in accordance with the Terms and Conditions of this Agreement.

Task 2 – Contractor Selection and Installation

The Subgrantee shall select a contractor certified and experienced with the installation and commissioning of aeration systems in wastewater treatment plants. In addition, the Subgrantee shall select a qualified certified energy auditor(s) to conduct building energy audits. The Subgrantee shall maintain proper insurance on the project at all times.

Task 3 – Systems Verification

The Subgrantee shall certify to the Department that all equipment has been installed in accordance with local, state, and federal codes and that all installed systems are operating at intended capacity.

1.4 Schedule

Date	Milestone/Event
May 2010	Commence project activities; issue RFP for scope of work
June 2010	Award contract for engineering services; procure materials
September 2010	Apply for construction permit from MDNR WPP
March 2011	Award contract for construction services
June 2011	Install equipment and systems startup
December 2011	Verify systems installation
August 31, 2012	Project closeout

All projects that receive funding under Energize Missouri Communities must be completed on or before August 31, 2012. The Department will not, without exception, authorize any extensions to the Project Completion Date and reserves the right to terminate this Agreement and de-obligate awarded funds. Within 15 days after the execution of this Agreement, the Subgrantee shall provide detailed milestones and a detailed project implementation schedule to the Department. The Department shall monitor project progress and may terminate this Agreement if the project fails to stay on schedule. In such case, the Subgrantee shall not be reimbursed for costs incurred and assumes all risk.

2. SUBGRANT BUDGET

BUDGET PERIOD TO INCUR COSTS: The project shall have a **project and budget period of March 15, 2010 through August 31, 2012**, providing both parties have signed the Agreement and all other certifications requiring signature by the Subgrantee. The Subgrantee may begin to incur costs against this Agreement on the project period start date.

2.1 Financial Information

	Amount (\$)	Percent
Total Amount Awarded	\$128,052.00	71.44%
Subgrantee Contribution	\$8,500.00	4.74%
Other Leveraged Funds (Received or applied for)	\$42,684.00	23.82%
Total Project Cost	\$179,236.00	100.00%

2.2 Project Budget Summary

Budget Item	Subgrantee Contribution (\$)	Other Leveraged Funds (\$)	EMC funding awarded (\$)	Total Costs (\$)
A. Equipment/Materials	\$0.00	\$25,646.50	\$76,939.50	\$102,586.00
B. Direct Labor	\$0.00	\$17,037.50	\$51,112.50	\$68,150.00
C. Other Operating Expenses	\$8,500.00	\$0.00	\$0.00	\$8,500.00
Percent of Total	4.74%	23.82%	71.44%	100.00%

2.3 Disbursement of Funds:

The Subgrantee will be reimbursed for all subgrant-eligible expenses incurred in performing the Scope of Work and Performance Objectives described in Section 1 above, up to a total of \$128,052.00. Note that reimbursement payment of this award will occur only at the request for reimbursement by the Subgrantee and approval by the Department.

The Subgrantee shall request reimbursement for incurred project costs either monthly or quarterly. The reimbursement request for expenses incurred shall be submitted by the 2nd day of the month. In the event the 2nd of the month falls on a Saturday, the Subgrantee will submit reimbursement requests on Friday, and if the 2nd falls on a Sunday, the Subgrantee will submit reimbursement requests on Monday. **The final reimbursement request shall be submitted no later than September 2, 2012.**

The Subgrantee agrees to use the Department's processes and forms with documentation of any expenses for reimbursement request. Documentation should include copies of paid invoices/receipts, cancelled checks, paid bills, weekly payrolls, time sheets or other documentation sufficient to substantiate the reimbursement request amount.

The Subgrantee also agrees to prepare the invoice with an itemized summary cover sheet to allow for easy reconciliation of the supporting documentation to the amount of the reimbursement request. Failure to submit invoices or failure to submit monthly and quarterly reports by the deadlines contained in Sections 5 of this Agreement may result in cancellation of this Agreement. The Department may withhold payment of the final invoice until all the terms and conditions of the subgrant are met, activities are completed, and the final report has been submitted (see Section 5). The Subgrantee must provide the percentage of cost share to date agreed to in this Agreement with each reimbursement request.

3. SPECIAL PROVISIONS

3.1 Audit Requirements

Authorized representatives of federal awarding agencies, the Comptroller General of the United States, and the MDNR shall have access to any pertinent books, documents, and records of subgrantees in order to conduct audits or examinations of the subgrantee. The subgrantee agrees to allow on-site monitoring and auditing activities by the MDNR and/or authorized representative. On-site monitoring will take place no less than once per year throughout the life of the subgrant. Subgrantees shall address all deficiencies identified in the on-site monitoring and auditing activities to the satisfaction of MDNR. Subgrantees failing to address deficiencies will not be eligible to receive further funding and maybe required to repay any and all disbursements of grant funds awarded by MDNR.

Non-federal entities that expend \$500,000 or more in Federal awards in a fiscal year shall have an annual single audit conducted in accordance with § .500 of OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations. The subgrantee shall submit a data collection form which states whether the audit was completed in accordance the requirements of OMB Circular A-133 and provides information about the subgrantee, its Federal programs, and the results of the audit to the MDNR. Additionally, the subgrantee shall submit a corresponding Reporting Package to the MDNR. The Reporting Package shall consist of: 1) financial statements and schedule of expenditures of Federal Awards; 2) summary schedule of prior audit findings; 3) auditor's report; and 4) corrective action plan for any found deficiencies. The data collection form and Reporting Package must be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period.

3.2 DAVIS-BACON Act Requirements

The Davis-Bacon Act requires payment of locally prevailing wages (including fringe benefits) to laborers and mechanics on federal government contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works who are employed directly on the site of the work.¹ Moreover, contractors and subcontractors on covered projects must pay all laborers and mechanics weekly and submit weekly certified payroll records to the designated project manager.²

Section 1606 of the American Recovery and Reinvestment Act of 2009, or ARRA, specifically requires that all laborers and mechanics employed by contractors and subcontractors on any project “funded directly by or assisted in whole or in part by” Recovery Act funds be paid prevailing wages as determined by the Secretary of Labor.³

¹ 40 U.S.C. §§ 3142(a) and (c).

² All Agency Memorandum (AAM) No. 207 - Applicability of Davis-Bacon to Federal and federally-assisted construction work funded by the American Recovery and Reinvestment Act of 2009, May 29, 2009, at page 6 (*citing* 40 U.S.C. 3145; 29 CFR Part 3, 29 CFR 5.5) *available at* <http://www.dol.gov/whd/recovery/AAM207.pdf>.

³ For the text of the Davis-Bacon provision in Section 1606, see AAM No. 207, page 2 and the Advisory Letter, page 2.

Accordingly, Subgrantees of Energize Missouri Communities must ensure that any laborers and mechanics employed on projects funded or assisted in whole or in part by Recovery Act funds are paid prevailing wages as determined by the Secretary of Labor for construction, alteration, and/or repair. If the entity receiving Recovery Act assistance for such projects contracts out the work, it must ensure that the DBA requirements flow down to the entities that employ the laborers and mechanics to do the work.

The only exception to the Davis-Bacon Act is if a government agency performs construction work under what is generally known as “force account”. In essence, this is a “do-it-yourself” type of construction – the governmental agency receiving the subgrant decides not to contract out the work but actually performs it “in-house” with its own employees. Such work is not generally subject to Davis-Bacon Act requirements because governmental agencies are not considered “contractors” or “subcontractors” within the meaning of the Davis-Bacon Act.

3.2.1 Wage Determination

Energize Missouri Communities Subgrantees must submit to the Missouri Department of Natural Resources a document containing the most current Department of Labor, or DOL, Wage Determination(s) as found at <http://www.wdol.gov/Index.aspx> for the worker classifications applicable to the work being performed by employees or contractors. Please note that the rates posted at the DOL site are minimums.

A Subgrantee and contractors/subcontractors contracting out work on a covered project must provide the wage determination to the contractors or subcontractors 10 calendar days prior to issuing the solicitation.

3.2.2 Payroll Records

Subgrantees and contractors/subcontractors working on Energize Missouri Communities projects shall maintain payrolls and basic records relating to payroll during the course of the work and preserve them for a period of three years thereafter for all laborers and mechanics working on the project. **They must also ensure that all laborers and mechanics on a project funded or assisted in whole or part with Recovery Act funds are paid on a weekly basis and must submit weekly certified payroll records to their Missouri Department of Natural Resources designated project manager.**⁴

DOL Form WH-347 will be used to submit weekly certified payroll records. This form can be found at: <http://www.dol.gov/whd/forms/wh347.pdf>

3.2.3 Published Wage Rates

Wage rates can be found at <http://www.wdol.gov>. If the Subgrantee does not have published DOL wage rates, then the Subgrantee must submit a request for conformance to the DOL. The conformance process often takes up to six weeks to be completed so the Subgrantee should plan its project activities accordingly.⁵

⁴ See 29 CFR Part 5.5(a)(ii)(A)-(D) for additional requirements relating to the submission of weekly certified payroll records.

⁵ The Department of Labor has provided guidance for anyone who must submit a conformance request for a Wage Determination on its website at <http://www.dol.gov/whd/recovery/dbsurvey/conformance.htm>

3.2.4 Subgrantee Acknowledgement of Davis-Bacon Act Requirements

This form must be completed by each Energize Missouri Communities Subgrantee and returned with your first reimbursement request to the Missouri Department of Natural Resources, Division of Energy, Energize Missouri Communities, 1101 Riverside Drive, P.O. Box 176, Jefferson City, MO 65102-0176

Davis Bacon-Act:

1. Have you determined that your project is exempt from the federal Davis-Bacon Act prevailing wage requirements?
 Yes (please continue to question 2).
 No (please continue to question 4).

2. The proposed project is exempt from Davis-Bacon Act prevailing wage requirements because it falls within the following category or categories:

 All project activities will be performed by the governmental agency's own employees.
 Project activities do not include work done on a public building or public work by laborers and mechanics employed by a construction contractor or construction subcontractor.
 All project work will be performed by executive, administrative, and professional employees, such as legal counsel, financial advisors, supervisors, or employees undertaking any of the following activities: market surveys and marketing, tracking and reporting energy savings, conducting home energy ratings, energy audits, or building commissioning inspections.
 Other, specify: _____

3. Have you confirmed your determination that Davis-Bacon Act prevailing wage requirements do not apply to your project with the United States Department of Labor (DOL)?
 Yes (please attach any supporting documentation from DOL).
 No (please attach any other documentation that supports your determination).

4. If Davis-Bacon Act prevailing wage requirements apply to individuals employed on your project, including individuals employed by subcontractors, then provide the name and contact information of the contact person who will be **responsible for submitting certified payroll information to the Missouri Department of Natural Resources on a weekly basis for all such individuals**. It is the subgrantee's responsibility to ensure that all certified payroll records are accurate, complete and submitted in a timely manner.

Name of Contact Person: _____
Title: _____
City or County: _____
Email and Phone: _____
Subgrantee DUNS#: _____

3.2.5 Job Classifications and Wage Determinations

The Subgrantee shall complete and return the following table which will document and identify the job classifications the Subgrantee intends to hire in support of your project, based on DOL wage determinations. DOL Prevailing Wage Determinations are available at <http://www.wdol.gov/dba.aspx#0>

DOL Job Classification	Number of Individuals Employed in Classification	Tasks to be Performed	Wage Determination
<i>EXAMPLE Construction Type: Building Electricians, ELEV0012-001</i>	<i>EXAMPLE 2</i>	<i>EXAMPLE Lighting retrofits</i>	<i>EXAMPLE \$10.00/hr</i>

The Missouri Department of Natural Resources reserves the right to request additional information in order to clarify answers provided on this form.

This form completed by:

City or County: _____ Date: _____

Name: _____ Title: _____

Email: _____ Telephone: _____

Signature: _____

Return this completed form along with your first reimbursement request to: Missouri Department of Natural Resources, Division of Energy, Energize Missouri Communities, 1101 Riverside Drive, P.O. Box 176, Jefferson City, MO 65102-0176

3.3 Pay Certification

Section 1512 of the American Recovery and Reinvestment Act requires that the five most highly compensated officials be reported for the calendar year in which the award is made. The provision applies if all three of the below criteria are met. Answer the questions below to determine if the Subgrantee meets those criteria.

In the Subgrantee's preceding fiscal year, the Subgrantee received –

- (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (C) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d)) or section 6104 of the Internal Revenue Code of 1986.

If, you answered yes to all the above, please complete the following parts (1) and (2) of the document. If you did not answer yes to the questions above, please sign and date part (2) only. This form must be completed and submitted to the Department annually on the anniversary of the start date of this Agreement.

Part 1

For the five most highly compensated officers of the Subgrantee, total compensation is defined as:

The cash and noncash dollar value earned by the executive during the subgrantee's past fiscal year of the following (for more information see 17 CFR 229.402(c) (2)):

- (i) Salary and bonus.
- (ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R.
- (iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (v) Above-market earnings on deferred compensation which are not tax-qualified.
- (vi) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(Part 1 continued)

Please list the name and compensation amount for the five most highly compensated officials:

	Name, Title	Compensation Amount (\$)
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____

If you did not answer yes to the questions above, please sign and date part (2) only.

Part 2

Authorized Official's Signature Date

Print Name

Return this completed form along with your first reimbursement request to: Missouri Department of Natural Resources, Division of Energy, Energize Missouri Communities, 1101 Riverside Drive, P.O. Box 176, Jefferson City, MO 65102-0176

3.4 Buy American Provision

The Buy American provision in the American Recovery and Reinvestment Act of 2009 (section 1605 of Title XVI), provides that, subject to three listed exceptions, none of the funds appropriated or otherwise made available by the Act may be used for a project for the construction, alteration, or repair of a public building or public work unless all the iron, steel, and manufactured goods used are produced in the United States. The law also requires that this prohibition be applied in a manner consistent with U.S. obligations under international agreements.

The Buy American Recovery Act provisions only apply to projects funded under the Recovery Act for the construction, alteration, maintenance or repair of a public building or public work.

As stated in the Terms and Conditions of this Agreement, Subgrantees must comply with the Buy American Provisions of the American Recovery and Reinvestment Act. Determining whether the Buy American provisions under the Recovery Act apply to a particular project will depend on the specific details of the Subgrantee's project. Once it is determined that the project is for the construction, alteration, maintenance or repair of a public building or public work, then all of the iron, steel and manufactured goods used in the project must be produced in the United States unless one of the three listed exceptions applies and DOE issues a waiver. There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in a project, as long as the manufacturing occurs in the United States. (See 2 CFR 176.70(a) (2) (ii). As of December 17, 2009 U.S. Department of Energy (DOE) has not issued any category waivers or any waivers for a particular project.

Subgrantees who want to submit a request for a waiver should submit them to their Project Manager, who will work with the Buy American coordinator at DOE Headquarters to process the waivers in a timely fashion. Additional guidance is contained in the Department of Energy Acquisition and *Financial Assistance Guide for the American Recovery and Reinvestment Act of 2009*, located at: http://management.energy.gov/policy_guidance/1672.htm

Recovery Act Exceptions to Section 1605: The Recovery Act provides three exceptions.

1. The first exception is that applying the Buy American Recovery Act provisions would be inconsistent with the public interest.

The definition of “inconsistent with public interest” shall be interpreted by DOE on a case-by-case basis when considering waiver requests.

2. The second exception is that the iron, steel and relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality (“Nonavailability”).

The definitions of “sufficient and reasonably available quantities” and “of a satisfactory quality” shall be interpreted by DOE on a case-by-case basis when considering waiver requests. Subgrantees who would like to request a waiver of the Buy American requirements for their project based on its nonavailability, should prepare their request in accordance with the instructions provided in CFR 176.140(c).

3. The third exception is that the inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent (“Unreasonable Cost”).

The definitions of “sufficient and reasonably available quantities” and “of a satisfactory quality” shall be interpreted by DOE on a case-by-case basis when considering waiver requests.

3.4.1 Categorical Waiver for Buy American Provisions

On February 11, 2010, USDOE Assistant Secretary Cathy Zoi signed a Memorandum of Decision granting nationwide categorical waivers under section 1605 of the Recovery Act (the Buy American Provisions) for the following items:

- 1) Fluorescent electronic lighting ballasts;
- 2) LED traffic lights and crosswalk signals;
- 3) Screw-base and pin-base compact fluorescent lamps (with the exception of plug-in CFLs longer than 10 inches).

The determination of inapplicability under Recovery Act section 1605 for these three products is based on extensive market research and a thorough investigation of the domestic manufacturing landscape. This research revealed that these three products are manufactured almost exclusively in China and Mexico.

These categorical waivers go into effect immediately and apply to all projects funded through Energize Missouri Communities. Further details are available on the Buy American webpage at http://www1.eere.energy.gov/recovery/buy_american_provision.html

3.5 Building Energy Standards Workshop

Subgrantees will be required to attend a minimum of one (1) Building Energy Standards Workshop hosted by the Department through the Energize Missouri Homes, Agriculture, and Industry programs. Training will be delivered by a reputable organization, and provided at no cost to the Subgrantee. Energy code workshops will be held throughout the state. Specific locations and dates will be determined by the Department and provided to the Subgrantee.

3.6 Waste Management Plan

Upon award, the Subgrantees shall submit to the Department a waste management plan that describes the Subgrantee’s plan to dispose of any sanitary or hazardous waste generated as a result of the proposed Project. The Department shall make the waste management plan and related documentation available to DOE on DOE’s request (for example, during a post-award audit). Projects shall ensure compliance with all federal, state and local regulations for waste disposal.

3.7 Contractor Requirements

A contractor or subcontractor working on an energy efficiency project must be a company registered for operations within the State of Missouri.

3.8 Subgrantee Responsibilities

If the Subgrantee provides any portion of Energize Missouri Communities funding to another entity through an agreement or contract, the Subgrantee is considered a pass-through entity. If this does occur, the Subgrantee must adhere to the following:

- (1) Ensure that all contractual awards of funds are made in conformance with the terms of this Agreement; and,
- (2) Ensure that contractors are aware of the terms and conditions of this Agreement and abide by them.

3.09 Subgrant Project Management

All necessary and ordinary communications, submittals, approvals, requests, and notices to the Projects or this Agreement shall be submitted to the Subgrantee's designated Project Manager, as listed below:

William Haas
Missouri Department of Natural Resources Division of Energy
Energize Missouri Communities
1101 Riverside Drive P.O Box 176
Jefferson City, MO 65102-0176
william.haas@dnr.mo.gov

4. TERMS AND CONDITIONS

4.1 ARRA Special Terms and Conditions



ARRA SPECIAL TERMS AND CONDITIONS
MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Subgrants
Special Terms and Conditions Related to Transform Missouri
and the
American Recovery and Reinvestment Act



These terms and conditions highlight requirements which are especially pertinent to federal subgrants made by the Missouri Department of Natural Resources (MDNR) using American Recovery and Reinvestment Act funds. These 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. These terms and conditions do not replace the general terms and conditions or other terms and conditions as they apply to the subgrant award. These terms and conditions are to be followed in addition to all other terms and conditions.

I. Program Reporting Requirements and Certification

In accordance with the American Recovery and Reinvestment Act of 2009 (ARRA), §3, funds made available under ARRA should be used to preserve and create jobs and promote economic recovery; assist those most impacted by the recession; provide investment needed to increase economic efficiency by spurring technological advances in science and health; invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. ARRA funds should be managed and expended so as to achieve the purposes specified as quickly as possible consistent with prudent management.

Congress has specifically mandated that all ARRA recipients that receive funds directly from the federal government must report on the use of said funds for purposes of transparency and oversight. All funds issued under ARRA are subject to unparalleled scrutiny, with specific distribution and reporting requirements by the federal government and the State of Missouri.

ARRA funds are derived from a unique funding source and shall be tracked separately at all times. Accordingly, it is agreed and understood that by accepting ARRA funds through this contract that each subrecipient assures that it, as well as its subrecipients if required by future Office of Management and Budget (OMB) guidance, will fully comply with the requirements herein and any requirements hereafter issued by the federal government or the State of Missouri for compliance with ARRA and other related federal and state laws. Further, it is understood that this contract is subject to all applicable terms and conditions of ARRA. It is anticipated that future guidance on requirements for tracking and reporting expenditures of ARRA funds will be issued by the Director

of the Office of Management and Budget (OMB) or other federal agencies. Each subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will comply with all such requirements as published at any time during the contract period in order to allow for the accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.

ARRA, §1512, referred to as the Jobs Accountability Act, sets forth certain reporting requirements that the State of Missouri must comply with and submit to the federal government no later than ten (10) days after the end of each calendar quarter beginning July 10, 2009. Accordingly, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall submit the following information in a timely manner to the State of Missouri, Department of Natural Resources, no later than two (2) working days after the end of each calendar quarter, with the **first quarterly report due by 12:00 PM (CST) Friday, April 2, 2010.**

- (1) The total amount of ARRA funds the recipient received from the State of Missouri;
- (2) The dollar amount of ARRA Funds that were expended or obligated for each project or activity;
- (3) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - the name of the project or activity;
 - a description of the project or activity;
 - an evaluation of the completion status of the project or activity;
 - an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - for infrastructure investments, the purpose, total cost, and rationale for funding the infrastructure investment with funds made available under ARRA, and the name of the person to contact if there are concerns with the infrastructure investment;
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282, hereafter referred to as the “Transparency Act”), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget; and
- (5) A 2008 amendment to the Transparency Act called the “Government Funding Transparency Act of 2008” (Public Law 110-252) added a requirement to collect compensation information on certain chief executive officers (CEOs) of the recipient and subrecipient entity. Accordingly, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall report required information under the Transparency Act, including, but not limited to:
 - The name of the entity receiving the award;
 - The amount of the award;
 - The transaction type;
 - The funding agency;

- The Catalog of Federal Domestic Assistance number;
- The program source;
- The location of the entity receiving the award, including four data elements for the city, State, Congressional district, and country;
- The location of the primary place of performance under the award, including four data elements the city, State, Congressional district, and country;
- A unique identifier of the entity receiving the award;
- A unique identifier for the parent entity for the recipient, should the recipient be owned by another entity; and
- The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.

Standard data elements and federal instructions for use in complying with reporting requirements under §1512, ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov.

II. Buy American

In accordance with ARRA, §1605, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will not use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The subrecipient(s) understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, §1605.

III. Wage Rate Requirements

In accordance with ARRA, §1606, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall fully comply with said section in that notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act) or as determined by the Missouri Department of Labor and Industrial Relations in accordance with RSMo 290.550 through 290.580, whichever is higher. It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

IV. Whistleblower Protection

In accordance with ARRA, §1553, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall fully comply with said section, including, but not limited to, assuring that its employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal government or any representative thereof, the State of Missouri, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to this contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall post notice of the rights and remedies provided in ARRA, §1553.

V. Inspection of Documents

In accordance with ARRA, §§902, 1514 and 1515, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will cooperate with any representative of the State of Missouri, Comptroller General, or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) in the examination of its records that pertain to, and involve transactions relating to this contract, and agrees that it and its personnel can be interviewed by said entities regarding this contract and related program.

VI. National Environmental Policy Act

The subrecipient assures that it, as well as its subrecipients will not take any action using federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to the granting agency providing either a NEPA clearance or a final NEPA decision regarding the project. The Department is working with the federal granting agencies to develop Categorical Exclusions, which would exempt certain categories of activities from further review under NEPA. Project specific activities may require additional information from the subrecipient for NEPA compliance review by the granting agency. If the subrecipient or its subrecipients move forward with activities that are not authorized for federal funding by the granting agency in advance of the final NEPA decision, the subrecipient and its subrecipients are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, the subrecipient and its subrecipients must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to the granting agency initiating the NEPA process.

Prohibited actions include: allowing any projects to go forward under the Request for Proposal (RFP) until further NEPA evaluation. This restriction does not preclude the subrecipient nor its subrecipients from the following:

Implementation & Subgrants: selecting a contractor; that contractor conducting outreach; making program recommendations; developing and publishing an RFP; and selecting recipients under the RFP.

VII. Historic Preservation

Prior to the expenditure of Federal funds to alter any structure or site, the Missouri Department of Natural Resources (MDNR) is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA). Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the MDNR must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>. A direct link to the State of Missouri's SHPO website is: <http://www.dnr.mo.gov/shpo/>. Missouri's SHPO contact is Rebecca Prater at 573.751.7958.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Subrecipients should be aware that the federal granting agency will consider the MDNR in compliance with Section 106 of the NHPA only after the MDNR has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the MDNR that it does not object to its Section 106 finding or determination. MDNR shall provide a copy of this concurrence to the agency's Contracting Officer. In order to comply with this, subrecipients will be required to submit required information as needed by the MDNR. A link to the 106 Project Information Form can be found at: <http://dnr.mo.gov/forms/780-1027.pdf>

VIII. Additional Restrictions of ARRA Funds

In accordance with ARRA, §1602, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will give preference to activities, funded by ARRA for infrastructure investment, that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the enactment of ARRA and in a manner that will maximize job creation and economic benefit.

In accordance with ARRA, §1604, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall not use ARRA funds for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.

In accordance with ARRA, §1554, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will award contracts funded in whole or in part with ARRA funds as fixed-price contracts through the use of competitive procedures. It will also provide a summary to the State of Missouri, Department of Natural Resources of any said contract awarded by the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, that is not fixed-price and not awarded using competitive procedures for posting in a special section of the website established in ARRA, §1526.

In accordance with ARRA, §1609, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended. (42 U.S.C. 4371, *et seq.*). The subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will submit information on the status and progress of those projects and activities using ARRA funds subject to NEPA pursuant to any requirements of the Council on Environmental Quality (CEQ) and OMB.

In accordance with ARRA, §1512(h), the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall register in the Central Contractor Registration (CCR) database at www.ccr.gov, and maintain current registration at all time during the pendency of this contract. In order to register in CCR, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See www.dnb.com.

IX. Employment of Unauthorized Aliens Prohibited

Pursuant to §285.530.1, RSMo, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, do not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

X. Enforceability

If a subrecipient or one of its subrecipients fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

XI. Publication of Confidential Information

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in this Agreement have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, MDNR shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement may be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

XII. False Claims Act

The subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall promptly refer to the State of Missouri or other appropriate Inspector General any credible

evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

XIII. Recovery Act Logo

This project receives funding under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and the subrecipient assures that it, as well as its subrecipients or loan recipients if required by future OMB guidance, must display the Recovery Act Logo in a manner that informs the public that the project is a Recovery Act investment. The ARRA logo may be obtained from the DOE grants office listed in this award document. If DOE logo is displayed along with the Recovery Act logo and logos of other participating entities, the DOE logo must not be displayed in a manner that implies that DOE itself is conducting the project. Instead, the DOE logo must be accompanied with a statement indicating that the grantee, subgrantee or loan recipient received financial assistance from DOE for the project.

XIV. Publications and Public Relation Events

All publications which are intended for distribution and are financed, wholly or in part, by subgrant funds, must contain the following verbiage: Funds are made possible through the American Recovery and Reinvestment Act and the Transform Missouri initiative and administered by the Missouri Department of Natural Resources. Additionally, ARRA, Transform Missouri, and the MDNR logos, as provided by the MDNR to the subrecipients, must be included in all of the aforementioned publications.

The subrecipient assures that it, as well as its subrecipients, shall submit to the MDNR two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by subgrant funds. The subrecipient nor its subrecipients shall not print or distribute any publication until receiving written approval by the grant manager.

The subrecipient assures that it, as well as its subrecipients, shall notify the MDNR five business days in advance of all public relations events related to ARRA-funded activities whereby the public and/or media is invited to participate and provide opportunity for involvement.

XV. Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Subrecipient Responsibilities for Informing Subrecipients

- (1) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, subrecipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

- (2) For subrecipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," subrecipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.
- (3) Subrecipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a subrecipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.
- (4) Subrecipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the subrecipient SEFA described above. This information is needed to allow the subrecipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

4.2 MDNR Terms and Conditions

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Federal Subgrants

General Terms and Conditions

I. Administrative Requirements

These general terms and conditions highlight requirements which are especially pertinent to federal subgrants made by the Missouri Department of Natural Resources (MDNR). 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. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

In addition to these terms and conditions, the subgrantee must comply with all governing requirements of their subgrant, including the federal Common Rule (adopted by federal agencies and contained in specific Codes of Federal Regulation, for each federal agency, under the title "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"). The Common Rule is fully incorporated by reference into these terms and conditions. The common rule as codified by the federal granting agency can be found at <http://www.whitehouse.gov/omb/grants/chart.html>

- A. Method of Payment.** The subgrantee will be reimbursed by the MDNR for all allowable expenses incurred in performing the scope of services. The subgrantee shall report project expenses and submit to the MDNR original invoices for payment as required by division/program per the subgrant agreement. The form must be completed with the MDNR invoiced amount and local share detailed. Invoices must provide a breakdown of project expenses by the budget categories contained in the subgrant budget. Invoices must be received by the MDNR per the subgrant agreement. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the MDNR prior to the closing date.
1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total project cost for each invoice submitted unless the 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 MDNR. Advance payments will only be made on a monthly basis to cover estimated expenditures for a 30-day period or as otherwise agreed. The MDNR will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.
 2. All reimbursement requests must have the following certification by the authorized 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.

- B. Retention and Custodial Requirements for Records.** The subgrantee shall retain financial records, supporting documents, and other records pertinent to the subgrant for a period of five years starting from the date of submission of the final financial status report. Authorized representatives of federal awarding agencies, the Comptroller General of the United States, and the MDNR shall have access to any pertinent books, documents, and records of subgrantees in order to conduct audits or examinations. The subgrantee agrees to allow monitoring and auditing by the MDNR and/or 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 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.
- C. Program Income.** Subgrantees 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 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.
- D. Match or Cost Share Funding.** In general, match or cost sharing represents that portion of project costs not borne by state 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. 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 federal subgrant agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or subgrant shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.
1. Match or cost share funding will be established by the MDNR through negotiation with the subgrantee. Signature by both the MDNR and subgrantee on the subgrant signature form firmly affixes the match or cost sharing ratios. Full expenditure of subgrantee match or cost share funding is required over the life of the subgrant. Subgrantee must invoice the MDNR, as required by the particular subgrant, and provide financial records for total expenditure of state and match or cost share funding. The MDNR will reimburse the subgrantee for its percentage portion agreed to less any negotiated withholding.
 2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the subgrant may cause the subgrantee to become ineligible to receive additional financial assistance from the MDNR. Failure to provide the required match may result in other enforcement remedies as stated in Y. for non-compliance.
- E. Financial Management Systems.** The financial management systems of subgrantees 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 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, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
3. **Internal Control.** Effective control and accountability must be maintained for all 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.** Applicable OMB cost principles, federal agency program regulations, and the subgrant scope of work will be followed in determining the reasonableness, allowability, and allocability of costs;
6. **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract, and subgrant award document. The documentation must be made available by the subgrantee at the MDNR's request;
7. The subgrantee shall have procedures in place to minimize the time lapsed between money disbursed by the MDNR and money spent by the subgrantee.

F. Reporting of Program Performance. Subgrantee shall submit to the MDNR a performance report for each program, function, or activity as specified by the subgrant or at least annually and/or after completion of the project. 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 MDNR shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for three years thereafter.

G. Budget and Scope of Work Revisions. Subgrantees are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. However, subgrantee must request approval in writing to revise budgets and scopes of work under the following conditions:

1. For non-construction grants, subgrantees shall obtain the prior approval of the MDNR, unless waived by the MDNR, 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 whenever the MDNR's share exceeds \$100,000.

2. For construction and non-construction projects, subgrantees shall obtain prior written approval from the MDNR for any budget revision which would result in the need for additional funds.
3. For combined non-construction and construction projects, the subgrantee must obtain prior written approval from the MDNR before making any fund or budget transfer from the non-construction to construction or vice versa.
4. Subgrantees under non-construction projects must obtain prior written approval from the MDNR 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 subgrant must receive prior approval from the MDNR. Approved changes in the scope of work or budget shall be incorporated by written amendment to the subgrant.
6. Extending the grant past the original completion date requires approval of the MDNR.

H. Equipment Use. Subgrantee 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. The equipment shall not be moved from the State of Missouri without approval from the MDNR. The following standards shall govern the utilization and disposition of equipment acquired with subgrant funds:

1. Title to equipment acquired under this subgrant will vest with the subgrantee on acquisition. 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 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 MDNR 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 MDNR or the federal agency. If the MDNR puts subgrantee on notice that it believes grant assets are not being used for the intended purpose, subgrantee shall not sell, give away, move or abandon the assets without the MDNR's prior written approval.
 - b. The subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the MDNR, 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 MDNR. User fees should be considered if appropriate.

- c. The subgrantee must not use equipment acquired with MDNR funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C above.
 - d. When acquiring replacement equipment, the subgrantee 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 MDNR.
2. Equipment Management. Subgrantee's procedures for managing equipment, whether acquired in whole or in part with subgrant funds, will, at a minimum, meet the following requirements until disposition takes place:
- a. Subgrantee 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 the property 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 property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The subgrantee 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 engaged in the same or similar business and similarly situated.
 - d. Subgrantee must develop adequate maintenance procedures to keep the property in good condition.
 - e. If the subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
3. Disposition. When original or replacement equipment acquired under a subgrant is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, subgrantee shall dispose of the equipment as follows:

1. 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 MDNR.
 2. For items of equipment with a current per unit fair market value of \$5,000 or more, the MDNR shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the MDNR's share of the equipment.
 3. In cases where a subgrantee fails to take appropriate disposition actions, the MDNR may direct the subgrantee how to dispose of the equipment.
 - d. If the MDNR puts subgrantee on notice that it believes grant assets are not being used for the intended purpose, subgrantee shall not sell, give away, move or abandon the asset without MDNR's written approval.
- I. Supplies.** Title to supplies acquired under a subgrant will vest, upon acquisitions, in the subgrantee. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the subgrantee shall compensate the department for its share.
- J. Copyrights.** Except as otherwise provided in the terms and conditions of this subgrant, the author or the subgrantee is free to copyright any books, publications, or other copyrightable material developed in the course of this subgrant; however, the MDNR and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of MDNR, the work for government purposes.
- K. Prior Approval for Publications.** The subgrantee shall submit to the MDNR two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by subgrant funds. The subgrantee shall not print or distribute any publication until receiving written approval by the grant manager.
- L. Mandatory Disclosures.** Subgrantee 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 federal and state funds for the program/project.
- M. Procurement Standards.** 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."
1. No work or services, paid for wholly or in part with state or federal funds, will be contracted without the written consent of the MDNR. See G.4.

2. Subgrantee agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal MDNR approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.

- N. Audit Requirements.** The MDNR has the right to conduct audits of recipients at any time. The subgrantee shall arrange for independent audits as prescribed in OMB Circular A-133, Single Audit Act Amendments of 1996, as applicable. Audits must confirm that records accurately reflect the operations of the subgrantee, the internal control structure provides reasonable assurance that assets are safeguarded, and subgrantee is in compliance with applicable laws and regulations. When the subgrantee has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the MDNR. Other portions of the audit shall be made available at the MDNR's request.
- O. Allowability of Costs.** Allowability of costs shall be determined in accordance with cost principles contained in OMB Circular No. A-87 for State and Local Governments, and Circular No. A-122 for Nonprofit Organizations.
- P. Conflicts of Interest.** No party to this subgrant, nor any officer, agent, or employee of either party to this subgrant, shall participate in any decision related to such subgrant which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly.

The subgrantee is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the 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 any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

- Q. State Appropriated Funding.** The subgrantee agrees 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 federal or 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. In the event that funds are not appropriated and/or granted for the subgrant, the subgrantee shall not prohibit or otherwise limit the MDNR's right to pursue alternate 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.
- R. Eligibility, Debarment and Suspension.** By applying for this award, the subgrantee 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, subgrantee shall disclose to the MDNR 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 MDNR 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." Subgrantee shall complete a Debarment/Suspension form when required by the MDNR. Furthermore, subgrantee is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a federally funded grant.

- S. Restrictions on Lobbying.** No portion of this award may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch 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 as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

- T. Recycled Paper.** Consistent with Federal Executive Order 13101 and 13423 and EPA Executive Order 1000.25, the subgrantee shall use recycled paper consisting of at least 30% post consumer fiber and double sided printing for all reports which are prepared as a part of this grant award and delivered to the MDNR. The subgrantee must use recycled paper for any materials that it produces and makes available to any parties. 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 parties.

- U. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.** In accordance with Missouri Executive Order No. 05-30 and federal administrative provisions, all subgrantees shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 5%, respectively, when utilizing subgrant funds to purchase supplies, equipment, construction and services related to this subgrant.

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

- a. Placing qualified minority business and women's business enterprises on solicitation lists;
- b. Ensuring that minority business 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 minority business and women's business enterprises;
- d. Establishing delivery schedules, where the requirements of work will permit participation by minority business 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 subgrantee, if subgrants are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.

V. Disputes. Subgrantee and the MDNR should attempt to resolve disagreements concerning the administration or performance of the subgrant. If an agreement cannot be reached, the MDNR program director will provide a written decision. Such decision of the program director shall be final unless a request for review is submitted to the division director within ten (10) business days after the program director's decision. Such request shall include: (1) a copy of the program director's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the division director shall constitute final MDNR action.

W. Termination

1. **Termination for Cause.** 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 subgrantee has failed to comply with the terms and conditions of the subgrant. The MDNR shall promptly notify the subgrantee in writing of such a determination and the reasons for the termination, together with the effective date. The MDNR reserves the right to withhold all or a portion of grant funds if the subgrantee violates any term or condition of this subgrant.
2. **Termination for Convenience.** Both the MDNR and subgrantee may terminate the subgrant, 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.

X. Enforcement; Remedies for Noncompliance. If a subgrantee falsifies any award document or materially fails to comply with any term of a grant, award, or subgrant, the MDNR 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 subgrantee's correction of the deficiency;
4. Withhold further awards from the subgrantee;
5. Order subgrantee not to transfer ownership of assets purchased with grant money without prior MDNR approval; or
6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

Y. Subgrantee's Signature. The subgrantee's signature on the application and the award documents signifies the subgrantee's agreement to all of the terms and conditions of the award.

Z. Human Trafficking. This requirement applies to non-profit recipients or subrecipients. The subgrantee, their employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), noncompliance that are available to the subgrantee under this award.

AA. Illegal Immigration. As per HB 1549, 1771, 19395 & 2366 - Section 67.307 2. Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through grants administered by any state agency or department until the policy is repealed or is no longer in effect.

BB. Illegal Immigration – Missouri Statutes – RSMo 285.525 – 285.550 Effective January 1, 2009. Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

CC. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges"

refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent the authorized as a direct cost of carrying out the scope of work.

II. Statutory Requirements

Subgrantees must comply with all federal state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the MDNR. Failure to abide by these laws is sufficient grounds to cancel the award. For a copy of state and federal laws that typically apply to grants from the MDNR, contact the MDNR grants manager.

Any subgrantee, in connection with its application for financial assistance, shall include a certification that the subgrantee, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the subgrantee shall report to the MDNR any instance in which the subgrantee or any member of 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 subgrant or suspension or debarment of the subgrantee

A. Laws and regulations related to nondiscrimination:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
3. 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.
4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.

7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
 8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
 9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.
- C.** Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.
- D.** The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.
- 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., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 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.
- L.** Trafficking Victims Protection Act of 2000, Section 106, as amended (22 U.S.C. 7104(g) relating to termination of contract award based should any employee of the department, recipient or subrecipient violate this act.
- M.** Missouri House Bill 1549, 1771, 1395 & 2366 – Illegal Aliens and Immigration Status Verification – This bill change the laws regarding illegal aliens and immigration status verification. Effective January 1, 2009, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform working within the state of Missouri.
- N.** Federal Funding Accountability and Transparency Act of 2006 (S. 2590) – Required information on federal awards be made available to the public via a single searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance.

Information on Statutory Authorization

Public Improvement, Recreation/Education, Bruce Watkins, RSMO. 253.220

<http://www.moga.state.mo.us/statutes/c200-299/2530220.htm>

Soil Conservation Research, RSMO. 278.080

<http://www.moga.state.mo.us/statutes/chapters/chap278.htm>

Cost Share Program, RSMO. 278.080 <http://www.moga.state.mo.us/statutes/chapters/chap278.htm>

Disbursements to Soil Districts, RSMO. 278.080, 278.120

<http://www.moga.state.mo.us/statutes/chapters/chap278.htm>

Soil Conservation Expenditure Loans, RSMO. 278.080

<http://www.moga.state.mo.us/statutes/chapters/chap278.htm>

Soil Conservation Demonstrations, RSMO. 278.080

<http://www.moga.state.mo.us/statutes/chapters/chap278.htm>

Recovered Materials Market Development, RSMO. 260.335

<http://www.moga.state.mo.us/statutes/c200-299/2600335.htm>

Water Pollution Control Loans, RSMO. 644.122

<http://www.moga.state.mo.us/statutes/C600-699/6440122.HTM>

Energy Set-Aside Program, RSMO. 640.665

<http://www.moga.state.mo.us/statutes/c600-699/6400000665.htm>

Public Improvement Expenditures, MO Botanical Garden & Jefferson Landing, RSMO. 253.220

<http://www.moga.state.mo.us/statutes/c200-299/2530220.htm>

Storm Water Grants, RSMO. 644.031

<http://www.moga.state.mo.us/statutes/c600-699/6440031.htm>

Wastewater Treatment Grants, RSMO. 644.026

<http://www.moga.state.mo.us/statutes/C600-699/6440026.HTM>

Rural Water and Sewer Grants, RSMO. 644.026

<http://www.moga.state.mo.us/statutes/C600-699/6440026.HTM>

Outdoor Recreation Sub-Grants, RSMO. 258.083

<http://www.moga.state.mo.us/statutes/c200-299/2580083.htm>

Information on Statutory Authorization Energy Conservation - Schools/Hospitals, RSMO. 640.653

<http://www.moga.state.mo.us/statutes/c600-699/6400000653.htm>

Energy Conservation - Local Governments/Non-Profit, RSMO. 640.653

<http://www.moga.state.mo.us/statutes/c600-699/6400000653.htm>

Waste Management Grants, RSMO. 260.335

<http://www.moga.state.mo.us/statutes/c200-299/2600335.htm>

Environmental Grants, RSMO. 260.273-342

<http://www.moga.state.mo.us/statutes/c200-299/2600273.htm>

Historic Preservation Sub-Grants, RSMO. 253.408-415

<http://www.moga.state.mo.us/statutes/c200-299/2530408.htm>

Clean Air Act Grants and Sub-Grants, RSMO. 643.010-190

<http://www.moga.state.mo.us/statutes/chapters/chap643.htm>

4.3 Program Specific Terms and Conditions

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. WASTE STREAM

Prior to the expenditure of Federal funds to dispose of sanitary or hazardous waste, the subrecipient is required to provide documentation to the Project Officer demonstrating that it has prepared a disposal plan for sanitary or hazardous waste generated by the proposed activities. Sanitary or hazardous waste includes, but is not limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, asbestos, etc.

The MDNR Contracting Officer shall consider compliance with this clause complete only after the subrecipient has submitted adequate documentation to MDNR for its review, and MDNR has provided written approval to the subrecipient of its proposed plan to dispose of its sanitary or hazardous waste.

2. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, the State shall not be responsible for or have any obligation to the subrecipient for (i) Decontamination and/or Decommissioning (D&D) of any of the subrecipient's facilities, or (ii) any costs which may be incurred by the subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

3. PROGRAM INCOME

If a subrecipient earns program income during the project period as a result of this award, the subrecipient must add the program income to the funds committed to the award and utilize the funding to further eligible project objectives.

4. PUBLICATIONS

- a. Subrecipients are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: “This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number DE-EE0000761.”

Disclaimer: “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal

liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

5. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

5. REPORTING REQUIREMENTS

5.1 Monthly and Quarterly Progress Reports

The Subgrantee agrees to submit monthly reports and quarterly progress reports for the duration of the Agreement, by the 2nd day of the month, as listed in the table below. In the event the 2nd of the month falls on a Saturday, the Subgrantee will submit the report on Friday, and if the due date falls on a Sunday, the Subgrantee will submit the report on Monday.

The Subgrantee agrees to report all activities related to the subgrant as determined by the Department. All activities of personnel submitted on invoices must be included in this report.

Reports will be submitted electronically through an online reporting program. Login credentials and brief user manual will be delivered to the Subgrantee prior to the first quarterly progress report submittal date.

5.1.1 REPORT SUBMITTAL SCHEDULE

Quarter End Date	Quarterly Progress Report due to Department	Monthly Report due to Department
Mar. 31, 2010	April 2, 2010	
		May 2, 2010
		June 2, 2010
June 30, 2010	July 2, 2010	
		Aug. 2, 2010
		Sept. 2, 2010
Sept. 30, 2010	Oct 2, 2010	
		Nov. 2, 2010
		Dec. 2, 2010
Dec. 31, 2010	Jan 2, 2011	
		Feb. 2, 2011
		Mar. 2, 2011
Mar. 31, 2011	April 2, 2011	
		May 2, 2011
		June 2, 2011
June 30, 2011	July 2, 2011	
		Aug. 2, 2011
		Sept. 2, 2011
Sept. 30, 2011	Oct 2, 2011	
		Nov. 2, 2011
		Dec. 2, 2011
Dec. 31, 2011	Jan 2, 2012	
		Feb. 2, 2012
		Mar. 2, 2012
Mar. 31, 2012	April 2, 2012	
		May 2, 2012
		June 2, 2012

Quarter End Date	Quarterly Progress Report due to Department	Monthly Report due to Department
June 30, 2012	July 2, 2012	
		Aug. 2, 2012
		Sept. 2, 2012
August 31, 2012 Subgrant Expiration – all projects must be completed on or before this date.		

5.2 Final Report

In addition to monthly reports, and a report of progress during the quarter, a final progress report, or close-out report, that covers the entire Subgrantees project period must be submitted to the Department within 60 days of project completion or no later than September 2, 2012, whichever occurs first. A project is complete when the Scope of Work and Project Objectives of the Agreement are complete, financial documents are reconciled, and Project is in accordance with the Agreement Terms and Conditions. The final report shall include a summary account of the accomplishment of each item in the Scope of Work and Performance Objectives, summarize expenditure of grant funds, and any additional information upon request by the Department. The Department reserves the right to structure reporting requirements on a project specific basis.

5.3 Fiscal Reporting

The Subgrantee is accountable for all funds received under this subgrant, including those expended by project partners, vendors, contractors, and subcontractors. The Subgrantee shall maintain effective control and accountability over all subgrant funds, equipment, property, and other assets under the subgrant as required by the Department.

5.4 Record Retention

The Subgrantee shall keep records sufficient to permit the tracking of funds to a level of expenditure adequate to ensure that funds have not been inappropriately expended. Subgrantee shall maintain records for at least three (3) years following the submission of the final report, unless the Department notifies the Subgrantee that a longer period is required. Record retention may include digital and electronic data, documents, receipts, invoices, and other relevant materials. The Subgrantee agrees to provide full access to all relevant materials and provide copies upon request by the Department.

145-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20¹⁰

In the County Commission of said county, on the 11th day of March 20 10

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the acceptance and signing of grant project number G10-EECBG-02-830407867 ARRA Public Buildings Energy Efficiency Retrofit grant for the period from 03/15/2010 to 08/31/2012 in the amount of \$219,177.00. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission

Absent

Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner
Acting Presiding Commissioner

145-2010



Jeremiah W. (Jay) Nixon, Governor • Mark N. Templeton, Director

DEPARTMENT OF NATURAL RESOURCES

www.dnr.mo.gov

March 5, 2010

Kenneth Pearson
Boone County
Government Center
801 E. Walnut
Columbia, MO 65201

RE: Boone County Government Buildings Energy Retrofit

Dear Mr. Pearson:

On behalf of Missouri Department of Natural Resources, I am pleased to award a Public Buildings Energy Efficiency Retrofit grant through the 2009 American Recovery and Reinvestment Act's (ARRA) Energize Missouri Communities to Boone County in the amount of \$219,177.00.

Energize Missouri Communities received 86 applications requesting more than \$18 million in projects for Missouri cities and counties. We applaud your initiative and offer congratulations on developing a strong project that will result in improved energy savings and economic benefits for the citizens of our State.

Enclosed with this letter are the Financial Assistance Agreement, grant agreement, and terms and conditions, all of which constitute the formal award of these funds. Please read all documents carefully as there are many ARRA requirements that must be followed throughout the award period. As additional information is disseminated by the U.S. Department of Energy, amendments will be sent to you in order to cover any changes or additional requirements.

To accept the award, please sign the original of the Financial Assistance Agreement. The assistance as described herein is hereby offered and accepted effective upon signature by authorized officials. By signing the agreement and forms, you are committing to follow and comply with all of the terms and conditions. Please return the following to the attention of Mr. William Haas at Missouri Department of Natural Resources, Division of Energy - Energize Missouri Communities P.O. Box 176, Jefferson City, MO 65102 by March 15, 2010:

- One (1) signed original of the Financial Assistance Agreement,
- One (1) signed original of the Certificate Regarding Debarment and Suspension,
- One (1) signed original of the Anti-Lobbying Act form.



ENERGIZE MISSOURI COMMUNITIES

MISSOURI DEPARTMENT OF NATURAL RESOURCES



Missouri Department of Natural Resources, Division of Energy, 1101 Riverside Drive, P.O. Box 176, Jefferson City, MO 65102-0176

MISSOURI DEPARTMENT OF NATURAL RESOURCES - FINANCIAL ASSISTANCE AGREEMENT

Under the authority of the American Recovery and Reinvestment Act (ARRA) 2009 and subject to pertinent legislation, regulations and policies applicable to Grant DE-EE0000761

1. Recipient Name: Boone County/Mr. Kenneth Pearson Recipient Title: Address: Boone County Government Center 801 E. Walnut Columbia, MO 65201	2. Project Number: G10-EECBG-02-830407867
	3. Budget Period: March 15, 2010 - August 31, 2012
	4. Project Period: March 15, 2010 - August 31, 2012
5. Recipient Project Manager: Karen Miller Telephone No.: 573-886-4305	6. Type of Assistance (indicate by X) New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>
7. State Project Oversight: David L. Harrison, MDNR/DE Telephone No.: 573-751-7057	8. Amendment ID:
9. Project Title and Description: Boone County Government Buildings Energy Retrofits	
10. Source of Funding/Year: ARRA/2009	

11. Project Funding:	Amount	Percent
Initial Award	\$ 219,177.00	15.78%
Initial Recipient Match	\$ 1,169,932.00	84.22%
Amended Award	\$	0.00%
Amended Recipient Match	\$	0.00%
TOTAL PROJECT COSTS	\$ 1,389,109.00	100.00%

12. Amendment (describe):

13. The recipient agrees to administer this agreement in accordance with:

a. All applicable federal and state regulations.	g. Suspension/Debarment (Sec. 4.2R)
b. Applicable program guidelines.	h. Certificate Regarding Lobbying (Sec. 4.2S)
c. Detailed Scope of Work (Sec. 1.1-1.4)	i. Publications (Sec. 4.2K)
d. Budget Plan (Sec. 2.1-2.3)	j. Invoice (Sec. 4.2A)
e. MDNR Terms and Conditions (Sec. 4.2)	k. MBE/WBE Utilization (Sec. 4.2U)
f. Special Terms and Conditions (Sec. 4.3)	l. Recipient application dated January 15, 2010.

14. The assistance as described herein is hereby offered and accepted effective upon signature of authorized officials and on the date indicated in Parts 3 and 4 above.

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Department Director or Designee: Mark Templeton, Director	Signature 	Date MAR - 5 2010
---	---------------	----------------------

RECIPIENT ORGANIZATION:

Name and Title (typed): Kenneth Pearson, Boone County	Signature 	Date 3-11-10
--	---------------	-----------------

ENERGIZE MISSOURI COMMUNITIES

NOW THEREFORE, the parties do mutually agree as follows:

1. SCOPE OF WORK

1.1 Goal, Purpose, and Background:

The Missouri Department of Natural Resources created Energize Missouri Communities to distribute funding received from U.S. Department of Energy (USDOE) under the Energy Efficiency and Conservation Block Grant (EECBG) Program. The purpose of Energize Missouri Communities is to provide funding, via a competitive selection process, to assist local governments in creating and implementing strategies to:

- Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximize benefits for local and regional communities;
- Reduce total energy use of the eligible entities;
- Improve energy efficiency in the building, transportation and other appropriate sectors; and
- Create and retain jobs.

Each Subgrantee is required to use the funds in a cost-effective manner that is of maximum benefit to the population and in a manner that will yield continuous benefits over time in terms of energy and emission reductions.

The Subgrantee agrees to undertake, carry out, and complete, in a competent manner, all of the work and services set forth in this Agreement, and to operate within the financial constraints of the approved Subgrant budget, as set forth in Section 2.

1.2 Project Scope of Work and Performance Objectives:

Scope of work:

The Subgrantee shall retrofit five facilities that are part of the Boone County Government Campus, by replacing existing lighting with more efficient technologies and retrofitting the existing HVAC system with more efficient equipment. As identified in the Subgrantee's Energize Missouri Communities Public Building Energy Efficiency Retrofits project application submitted to the Department on January 15, 2010 the following buildings will receive retrofits:

- Boone County Courthouse, 705 E. Walnut St., Columbia, Missouri 65201
- Boone County Government Center, 801 E. Walnut St., Columbia, Missouri 65201
- Johnston Paint Building, 601 E. Walnut St, Columbia, Missouri 65201
- Johnson Building, 601 E. Walnut St., Columbia, Missouri 65201
- Boone County Jail, 2121 County Dr., Columbia, Missouri 65202

Retrofits will consist of lighting and HVAC upgrades as detailed in the table below.

Quantity	Equipment	Replaces
1	Water-Cooled chillers Level 2 – 200 tons	Trane RTAA 200 4Xb02A0A1AT6
3	Unitary split AC systems CEE Tier 3 – 50 tons	Existing unit
1	Unitary split AC systems CEE Tier 1 – 1.5 tons	AC Unit 75% efficient
1	Unitary split AC systems CEE Tier 3 – 10 tons	DX Unit 1 Carrier weathermaster
1	VSD 15 hp	
1	Economizer (GC)	
1	High Efficiency Boilers 94 AFUE 399,000 Btuh	Existing furnace
2	High Efficiency Boilers 94 AFUE 800,000 Btuh	15 yr. old boiler 60% efficient
2	High Efficiency furnaces 92 AFUE 100,000 Btuh	Existing furnace
2704	4-foot T8 lamps with electronic ballasts	T12 lamps and ballasts
12	8-foot T8 lamps with electronic ballasts	T12 lamps and ballasts
47	29 W or less Hardwired CF Fixtures	Existing fixture
84	4-foot U Tube and Ballast	Existing lamp and ballast
42	2-foot Lamp and Ballast	Existing lamp and ballast
33	LED T-1 Electroluminescent exit sign	Existing sign

Under this Agreement, funding is allocated for the installation of this project. This project will reduce energy use and provide energy cost savings. The Department will not pay for any costs incurred prior to the grant beginning date.

1.3 Project Tasks

Task 1 – Procure Materials

The Subgrantee shall procure materials and select contractors in accordance with the Terms and Conditions of this Agreement.

Task 2 – Install Equipment

A certified and experienced contractor and electrician shall perform the installations for the Subgrantee. The Subgrantee shall maintain proper insurance on the project at all times.

Task 3 – Systems Verification

The Subgrantee shall certify to the Department that all equipment has been installed in accordance with local, state, and federal codes and that all installed systems are operating at intended capacity.

1.4 Schedule

Date	Milestone/Event
April 2010	Commence project activities; Issue RFP
June 2010	Install energy efficiency retrofits
August 2010	Verify retrofit installations
August 2012	Project closeout

All projects that receive funding under Energize Missouri Communities must be completed on or before August 31, 2012. The Department will not, without exception, authorize any extensions to the Project Completion Date and reserves the right to terminate this Agreement and de-obligate awarded funds. Within 15 days after the execution of this Agreement, the Subgrantee shall provide detailed milestones and a detailed project implementation schedule to the Department. The Department shall monitor project progress and may terminate this Agreement if the project fails to stay on schedule. In such case, the Subgrantee shall not be reimbursed for costs incurred and assumes all risk.

2. SUBGRANT BUDGET

BUDGET PERIOD TO INCUR COSTS: The project shall have a **project and budget period of March 15, 2010 through August 31, 2012**, providing both parties have signed the Agreement and all other certifications requiring signature by the Subgrantee. The Subgrantee may begin to incur costs against this Agreement on the project period start date.

2.1 Financial Information

	Amount (\$)	Percent
Total Amount Awarded	\$219,177.00	15.78%
Subgrantee Contribution	\$1,158,732.00	83.41%
Other Leveraged Funds (Received or applied for)	\$11,200.00	0.81%
Total Project Cost	\$1,389,109.00	100%

2.2 Project Budget Summary

Budget Item	Subgrantee Contribution (\$)	Other Leveraged Funds (\$)	EMC funding awarded (\$)	Total Costs (\$)
A. Equipment/Materials	\$798,732.00	\$11,200.00	\$151,677.00	\$961,609.00
B. Direct Labor	\$320,000.00	\$0.00	\$60,000.00	\$380,000.00
C. Other Operating Expenses	\$40,000.00	\$0.00	\$7,500.00	\$47,500.00
Percent of Total	83.41%	0.81%	15.78%	100%

2.3 Disbursement of Funds:

The Subgrantee will be reimbursed for all subgrant-eligible expenses incurred in performing the Scope of Work and Performance Objectives described in Section 1 above, up to a total of \$219,177.00. Note that reimbursement payment of this award will occur only at the request for reimbursement by the Subgrantee and approval by the Department.

The Subgrantee shall request reimbursement for incurred project costs either monthly or quarterly. The reimbursement request for expenses incurred shall be submitted by the 2nd day of the month. In the event the 2nd of the month falls on a Saturday, the Subgrantee will submit reimbursement requests on Friday, and if the 2nd falls on a Sunday, the Subgrantee will submit reimbursement requests on Monday. **The final reimbursement request shall be submitted no later than September 2, 2012.**

The Subgrantee agrees to use the Department's processes and forms with documentation of any expenses for reimbursement request. Documentation should include copies of paid invoices/receipts, cancelled checks, paid bills, weekly payrolls, time sheets or other documentation sufficient to substantiate the reimbursement request amount.

The Subgrantee also agrees to prepare the invoice with an itemized summary cover sheet to allow for easy reconciliation of the supporting documentation to the amount of the reimbursement request. Failure to submit invoices or failure to submit monthly and quarterly reports by the deadlines contained in Sections 5 of this Agreement may result in cancellation of this Agreement. The Department may withhold payment of the final invoice until all the terms and conditions of the subgrant are met, activities are completed, and the final report has been submitted (see Section 5). The Subgrantee must provide the percentage of cost share to date agreed to in this Agreement with each reimbursement request.

3. SPECIAL PROVISIONS

3.1 Audit Requirements

Authorized representatives of federal awarding agencies, the Comptroller General of the United States, and the MDNR shall have access to any pertinent books, documents, and records of subgrantees in order to conduct audits or examinations of the subgrantee. The subgrantee agrees to allow on-site monitoring and auditing activities by the MDNR and/or authorized representative. On-site monitoring will take place no less than once per year throughout the life of the subgrant. Subgrantees shall address all deficiencies identified in the on-site monitoring and auditing activities to the satisfaction of MDNR. Subgrantees failing to address deficiencies will not be eligible to receive further funding and maybe required to repay any and all disbursements of grant funds awarded by MDNR.

Non-federal entities that expend \$500,000 or more in Federal awards in a fiscal year shall have an annual single audit conducted in accordance with § .500 of OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations. The subgrantee shall submit a data collection form which states whether the audit was completed in accordance the requirements of OMB Circular A-133 and provides information about the subgrantee, its Federal programs, and the results of the audit to the MDNR. Additionally, the subgrantee shall submit a corresponding Reporting Package to the MDNR. The Reporting Package shall consist of: 1) financial statements and schedule of expenditures of Federal Awards; 2) summary schedule of prior audit findings; 3) auditor's report; and 4) corrective action plan for any found deficiencies. The data collection form and Reporting Package must be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period.

3.2 DAVIS-BACON Act Requirements

The Davis-Bacon Act requires payment of locally prevailing wages (including fringe benefits) to laborers and mechanics on federal government contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works who are employed directly on the site of the work.¹ Moreover, contractors and subcontractors on covered projects must pay all laborers and mechanics weekly and submit weekly certified payroll records to the designated project manager.²

Section 1606 of the American Recovery and Reinvestment Act of 2009, or ARRA, specifically requires that all laborers and mechanics employed by contractors and subcontractors on any project “funded directly by or assisted in whole or in part by” Recovery Act funds be paid prevailing wages as determined by the Secretary of Labor.³

¹ 40 U.S.C. §§ 3142(a) and (c).

² All Agency Memorandum (AAM) No. 207 - Applicability of Davis-Bacon to Federal and federally-assisted construction work funded by the American Recovery and Reinvestment Act of 2009, May 29, 2009, at page 6 (*citing* 40 U.S.C. 3145; 29 CFR Part 3, 29 CFR 5.5) *available at* <http://www.dol.gov/whd/recovery/AAM207.pdf>.

³ For the text of the Davis-Bacon provision in Section 1606, see AAM No. 207, page 2 and the Advisory Letter, page 2.

Accordingly, Subgrantees of Energize Missouri Communities must ensure that any laborers and mechanics employed on projects funded or assisted in whole or in part by Recovery Act funds are paid prevailing wages as determined by the Secretary of Labor for construction, alteration, and/or repair. If the entity receiving Recovery Act assistance for such projects contracts out the work, it must ensure that the DBA requirements flow down to the entities that employ the laborers and mechanics to do the work.

The only exception to the Davis-Bacon Act is if a government agency performs construction work under what is generally known as “force account”. In essence, this is a “do-it-yourself” type of construction – the governmental agency receiving the subgrant decides not to contract out the work but actually performs it “in-house” with its own employees. Such work is not generally subject to Davis-Bacon Act requirements because governmental agencies are not considered “contractors” or “subcontractors” within the meaning of the Davis-Bacon Act.

3.2.1 Wage Determination

Energize Missouri Communities Subgrantees must submit to the Missouri Department of Natural Resources a document containing the most current Department of Labor, or DOL, Wage Determination(s) as found at <http://www.wdol.gov/Index.aspx> for the worker classifications applicable to the work being performed by employees or contractors. Please note that the rates posted at the DOL site are minimums.

A Subgrantee and contractors/subcontractors contracting out work on a covered project must provide the wage determination to the contractors or subcontractors 10 calendar days prior to issuing the solicitation.

3.2.2 Payroll Records

Subgrantees and contractors/subcontractors working on Energize Missouri Communities projects shall maintain payrolls and basic records relating to payroll during the course of the work and preserve them for a period of three years thereafter for all laborers and mechanics working on the project. **They must also ensure that all laborers and mechanics on a project funded or assisted in whole or part with Recovery Act funds are paid on a weekly basis and must submit weekly certified payroll records to their Missouri Department of Natural Resources designated project manager.**⁴

DOL Form WH-347 will be used to submit weekly certified payroll records. This form can be found at: <http://www.dol.gov/whd/forms/wh347.pdf>

3.2.3 Published Wage Rates

Wage rates can be found at <http://www.wdol.gov>. If the Subgrantee does not have published DOL wage rates, then the Subgrantee must submit a request for conformance to the DOL. The conformance process often takes up to six weeks to be completed so the Subgrantee should plan its project activities accordingly.⁵

⁴ See 29 CFR Part 5.5(a)(ii)(A)-(D) for additional requirements relating to the submission of weekly certified payroll records.

⁵ The Department of Labor has provided guidance for anyone who must submit a conformance request for a Wage Determination on its website at <http://www.dol.gov/whd/recovery/dbsurvey/conformance.htm>

3.2.4 Subgrantee Acknowledgement of Davis-Bacon Act Requirements

This form must be completed by each Energize Missouri Communities Subgrantee and returned with your first reimbursement request to the Missouri Department of Natural Resources, Division of Energy, Energize Missouri Communities, 1101 Riverside Drive, P.O. Box 176, Jefferson City, MO 65102-0176

Davis Bacon-Act:

1. Have you determined that your project is exempt from the federal Davis-Bacon Act prevailing wage requirements?
 Yes (please continue to question 2).
 No (please continue to question 4).

2. The proposed project is exempt from Davis-Bacon Act prevailing wage requirements because it falls within the following category or categories:

 All project activities will be performed by the governmental agency's own employees.
 Project activities do not include work done on a public building or public work by laborers and mechanics employed by a construction contractor or construction subcontractor.
 All project work will be performed by executive, administrative, and professional employees, such as legal counsel, financial advisors, supervisors, or employees undertaking any of the following activities: market surveys and marketing, tracking and reporting energy savings, conducting home energy ratings, energy audits, or building commissioning inspections.
 Other, specify: _____

3. Have you confirmed your determination that Davis-Bacon Act prevailing wage requirements do not apply to your project with the United States Department of Labor (DOL)?
 Yes (please attach any supporting documentation from DOL).
 No (please attach any other documentation that supports your determination).

4. If Davis-Bacon Act prevailing wage requirements apply to individuals employed on your project, including individuals employed by subcontractors, then provide the name and contact information of the contact person who will be **responsible for submitting certified payroll information to the Missouri Department of Natural Resources on a weekly basis for all such individuals**. It is the subgrantee's responsibility to ensure that all certified payroll records are accurate, complete and submitted in a timely manner.

Name of Contact Person: _____
Title: _____
City or County: _____
Email and Phone: _____
Subgrantee DUNS#: _____

3.2.5 Job Classifications and Wage Determinations

The Subgrantee shall complete and return the following table which will document and identify the job classifications the Subgrantee intends to hire in support of your project, based on DOL wage determinations. DOL Prevailing Wage Determinations are available at <http://www.wdol.gov/dba.aspx#0>

DOL Job Classification	Number of Individuals Employed in Classification	Tasks to be Performed	Wage Determination
<i>EXAMPLE Construction Type: Building Electricians, ELEV0012-001</i>	<i>EXAMPLE 2</i>	<i>EXAMPLE Lighting retrofits</i>	<i>EXAMPLE \$10.00/hr</i>

The Missouri Department of Natural Resources reserves the right to request additional information in order to clarify answers provided on this form.

This form completed by:

City or County: _____ Date: _____

Name: _____ Title: _____

Email: _____ Telephone: _____

Signature: _____

Return this completed form along with your first reimbursement request to: Missouri Department of Natural Resources, Division of Energy, Energize Missouri Communities, 1101 Riverside Drive, P.O. Box 176, Jefferson City, MO 65102-0176

3.3 Pay Certification

Section 1512 of the American Recovery and Reinvestment Act requires that the five most highly compensated officials be reported for the calendar year in which the award is made. The provision applies if all three of the below criteria are met. Answer the questions below to determine if the Subgrantee meets those criteria.

In the Subgrantee's preceding fiscal year, the Subgrantee received –

- (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (C) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d)) or section 6104 of the Internal Revenue Code of 1986.

If, you answered yes to all the above, please complete the following parts (1) and (2) of the document. If you did not answer yes to the questions above, please sign and date part (2) only. This form must be completed and submitted to the Department annually on the anniversary of the start date of this Agreement.

Part 1

For the five most highly compensated officers of the Subgrantee, total compensation is defined as:

The cash and noncash dollar value earned by the executive during the subgrantee's past fiscal year of the following (for more information see 17 CFR 229.402(c) (2)):

- (i) Salary and bonus.
- (ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R.
- (iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (v) Above-market earnings on deferred compensation which are not tax-qualified.
- (vi) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(Part 1 continued)

Please list the name and compensation amount for the five most highly compensated officials:

	Name, Title	Compensation Amount (\$)
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____

If you did not answer yes to the questions above, please sign and date part (2) only.

Part 2

Authorized Official's Signature Date

Print Name

Return this completed form along with your first reimbursement request to: Missouri Department of Natural Resources, Division of Energy, Energize Missouri Communities, 1101 Riverside Drive, P.O. Box 176, Jefferson City, MO 65102-0176

3.4 Buy American Provision

The Buy American provision in the American Recovery and Reinvestment Act of 2009 (section 1605 of Title XVI), provides that, subject to three listed exceptions, none of the funds appropriated or otherwise made available by the Act may be used for a project for the construction, alteration, or repair of a public building or public work unless all the iron, steel, and manufactured goods used are produced in the United States. The law also requires that this prohibition be applied in a manner consistent with U.S. obligations under international agreements.

The Buy American Recovery Act provisions only apply to projects funded under the Recovery Act for the construction, alteration, maintenance or repair of a public building or public work.

As stated in the Terms and Conditions of this Agreement, Subgrantees must comply with the Buy American Provisions of the American Recovery and Reinvestment Act. Determining whether the Buy American provisions under the Recovery Act apply to a particular project will depend on the specific details of the Subgrantee's project. Once it is determined that the project is for the construction, alteration, maintenance or repair of a public building or public work, then all of the iron, steel and manufactured goods used in the project must be produced in the United States unless one of the three listed exceptions applies and DOE issues a waiver. There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in a project, as long as the manufacturing occurs in the United States. (See 2 CFR 176.70(a) (2) (ii). As of December 17, 2009 U.S. Department of Energy (DOE) has not issued any category waivers or any waivers for a particular project.

Subgrantees who want to submit a request for a waiver should submit them to their Project Manager, who will work with the Buy American coordinator at DOE Headquarters to process the waivers in a timely fashion. Additional guidance is contained in the Department of Energy Acquisition and *Financial Assistance Guide for the American Recovery and Reinvestment Act of 2009*, located at: http://management.energy.gov/policy_guidance/1672.htm

Recovery Act Exceptions to Section 1605: The Recovery Act provides three exceptions.

1. The first exception is that applying the Buy American Recovery Act provisions would be inconsistent with the public interest.

The definition of “inconsistent with public interest” shall be interpreted by DOE on a case-by-case basis when considering waiver requests.

2. The second exception is that the iron, steel and relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality (“Nonavailability”).

The definitions of “sufficient and reasonably available quantities” and “of a satisfactory quality” shall be interpreted by DOE on a case-by-case basis when considering waiver requests. Subgrantees who would like to request a waiver of the Buy American requirements for their project based on its nonavailability, should prepare their request in accordance with the instructions provided in CFR 176.140(c).

3. The third exception is that the inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent (“Unreasonable Cost”).

The definitions of “sufficient and reasonably available quantities” and “of a satisfactory quality” shall be interpreted by DOE on a case-by-case basis when considering waiver requests.

3.4.1 Categorical Waiver for Buy American Provisions

On February 11, 2010, USDOE Assistant Secretary Cathy Zoi signed a Memorandum of Decision granting nationwide categorical waivers under section 1605 of the Recovery Act (the Buy American Provisions) for the following items:

- 1) Fluorescent electronic lighting ballasts;
- 2) LED traffic lights and crosswalk signals;
- 3) Screw-base and pin-base compact fluorescent lamps (with the exception of plug-in CFLs longer than 10 inches).

The determination of inapplicability under Recovery Act section 1605 for these three products is based on extensive market research and a thorough investigation of the domestic manufacturing landscape. This research revealed that these three products are manufactured almost exclusively in China and Mexico.

These categorical waivers go into effect immediately and apply to all projects funded through Energize Missouri Communities. Further details are available on the Buy American webpage at http://www1.eere.energy.gov/recovery/buy_american_provision.html

3.5 Building Energy Standards Workshop

Subgrantees will be required to attend a minimum of one (1) Building Energy Standards Workshop hosted by the Department through the Energize Missouri Homes, Agriculture, and Industry programs. Training will be delivered by a reputable organization, and provided at no cost to the Subgrantee. Energy code workshops will be held throughout the state. Specific locations and dates will be determined by the Department and provided to the Subgrantee.

3.6 Waste Management Plan

Upon award, the Subgrantees shall submit to the Department a waste management plan that describes the Subgrantee’s plan to dispose of any sanitary or hazardous waste generated as a result of the proposed Project. The Department shall make the waste management plan and related documentation available to DOE on DOE’s request (for example, during a post-award audit). Projects shall ensure compliance with all federal, state and local regulations for waste disposal.

3.7 Contractor Requirements

A contractor or subcontractor working on an energy efficiency project must be a company registered for operations within the State of Missouri.

3.8 Subgrantee Responsibilities

If the Subgrantee provides any portion of Energize Missouri Communities funding to another entity through an agreement or contract, the Subgrantee is considered a pass-through entity. If this does occur, the Subgrantee must adhere to the following:

- (1) Ensure that all contractual awards of funds are made in conformance with the terms of this Agreement; and,
- (2) Ensure that contractors are aware of the terms and conditions of this Agreement and abide by them.

3.09 Subgrant Project Management

All necessary and ordinary communications, submittals, approvals, requests, and notices to the Projects or this Agreement shall be submitted to the Subgrantee's designated Project Manager, as listed below:

William Haas
Missouri Department of Natural Resources Division of Energy
Energize Missouri Communities
1101 Riverside Driver P.O Box 176
Jefferson City, MO 65102-0176
william.haas@dnr.mo.gov

4. TERMS AND CONDITIONS

4.1 ARRA Special Terms and Conditions



ARRA SPECIAL TERMS AND CONDITIONS
MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Subgrants
Special Terms and Conditions Related to Transform Missouri
and the
American Recovery and Reinvestment Act



MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

These terms and conditions highlight requirements which are especially pertinent to federal subgrants made by the Missouri Department of Natural Resources (MDNR) using American Recovery and Reinvestment Act funds. These 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. These terms and conditions do not replace the general terms and conditions or other terms and conditions as they apply to the subgrant award. These terms and conditions are to be followed in addition to all other terms and conditions.

I. Program Reporting Requirements and Certification

In accordance with the American Recovery and Reinvestment Act of 2009 (ARRA), §3, funds made available under ARRA should be used to preserve and create jobs and promote economic recovery; assist those most impacted by the recession; provide investment needed to increase economic efficiency by spurring technological advances in science and health; invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. ARRA funds should be managed and expended so as to achieve the purposes specified as quickly as possible consistent with prudent management.

Congress has specifically mandated that all ARRA recipients that receive funds directly from the federal government must report on the use of said funds for purposes of transparency and oversight. All funds issued under ARRA are subject to unparalleled scrutiny, with specific distribution and reporting requirements by the federal government and the State of Missouri.

ARRA funds are derived from a unique funding source and shall be tracked separately at all times. Accordingly, it is agreed and understood that by accepting ARRA funds through this contract that each subrecipient assures that it, as well as its subrecipients if required by future Office of Management and Budget (OMB) guidance, will fully comply with the requirements herein and any requirements hereafter issued by the federal government or the State of Missouri for compliance with ARRA and other related federal and state laws. Further, it is understood that this contract is subject to all applicable terms and conditions of ARRA. It is anticipated that future guidance on requirements for tracking and reporting expenditures of ARRA funds will be issued by the Director

of the Office of Management and Budget (OMB) or other federal agencies. Each subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will comply with all such requirements as published at any time during the contract period in order to allow for the accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.

ARRA, §1512, referred to as the Jobs Accountability Act, sets forth certain reporting requirements that the State of Missouri must comply with and submit to the federal government no later than ten (10) days after the end of each calendar quarter beginning July 10, 2009. Accordingly, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall submit the following information in a timely manner to the State of Missouri, Department of Natural Resources, no later than two (2) working days after the end of each calendar quarter, with the **first quarterly report due by 12:00 PM (CST) Friday, April 2, 2010.**

- (1) The total amount of ARRA funds the recipient received from the State of Missouri;
- (2) The dollar amount of ARRA Funds that were expended or obligated for each project or activity;
- (3) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - the name of the project or activity;
 - a description of the project or activity;
 - an evaluation of the completion status of the project or activity;
 - an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - for infrastructure investments, the purpose, total cost, and rationale for funding the infrastructure investment with funds made available under ARRA, and the name of the person to contact if there are concerns with the infrastructure investment;
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282, hereafter referred to as the “Transparency Act”), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget; and
- (5) A 2008 amendment to the Transparency Act called the “Government Funding Transparency Act of 2008” (Public Law 110-252) added a requirement to collect compensation information on certain chief executive officers (CEOs) of the recipient and subrecipient entity. Accordingly, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall report required information under the Transparency Act, including, but not limited to:
 - The name of the entity receiving the award;
 - The amount of the award;
 - The transaction type;
 - The funding agency;

- The Catalog of Federal Domestic Assistance number;
- The program source;
- The location of the entity receiving the award, including four data elements for the city, State, Congressional district, and country;
- The location of the primary place of performance under the award, including four data elements the city, State, Congressional district, and country;
- A unique identifier of the entity receiving the award;
- A unique identifier for the parent entity for the recipient, should the recipient be owned by another entity; and
- The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.

Standard data elements and federal instructions for use in complying with reporting requirements under §1512, ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov.

II. Buy American

In accordance with ARRA, §1605, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will not use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The subrecipient(s) understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, §1605.

III. Wage Rate Requirements

In accordance with ARRA, §1606, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall fully comply with said section in that notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act) or as determined by the Missouri Department of Labor and Industrial Relations in accordance with RSMo 290.550 through 290.580, whichever is higher. It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

IV. Whistleblower Protection

In accordance with ARRA, §1553, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall fully comply with said section, including, but not limited to, assuring that its employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal government or any representative thereof, the State of Missouri, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to this contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall post notice of the rights and remedies provided in ARRA, §1553.

V. Inspection of Documents

In accordance with ARRA, §§902, 1514 and 1515, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will cooperate with any representative of the State of Missouri, Comptroller General, or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) in the examination of its records that pertain to, and involve transactions relating to this contract, and agrees that it and its personnel can be interviewed by said entities regarding this contract and related program.

VI. National Environmental Policy Act

The subrecipient assures that it, as well as its subrecipients will not take any action using federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to the granting agency providing either a NEPA clearance or a final NEPA decision regarding the project. The Department is working with the federal granting agencies to develop Categorical Exclusions, which would exempt certain categories of activities from further review under NEPA. Project specific activities may require additional information from the subrecipient for NEPA compliance review by the granting agency. If the subrecipient or its subrecipients move forward with activities that are not authorized for federal funding by the granting agency in advance of the final NEPA decision, the subrecipient and its subrecipients are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, the subrecipient and its subrecipients must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to the granting agency initiating the NEPA process.

Prohibited actions include: allowing any projects to go forward under the Request for Proposal (RFP) until further NEPA evaluation. This restriction does not preclude the subrecipient nor its subrecipients from the following:

Implementation & Subgrants: selecting a contractor; that contractor conducting outreach; making program recommendations; developing and publishing an RFP; and selecting recipients under the RFP.

VII. Historic Preservation

Prior to the expenditure of Federal funds to alter any structure or site, the Missouri Department of Natural Resources (MDNR) is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA). Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the MDNR must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>. A direct link to the State of Missouri's SHPO website is: <http://www.dnr.mo.gov/shpo/>. Missouri's SHPO contact is Rebecca Prater at 573.751.7958.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Subrecipients should be aware that the federal granting agency will consider the MDNR in compliance with Section 106 of the NHPA only after the MDNR has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the MDNR that it does not object to its Section 106 finding or determination. MDNR shall provide a copy of this concurrence to the agency's Contracting Officer. In order to comply with this, subrecipients will be required to submit required information as needed by the MDNR. A link to the 106 Project Information Form can be found at: <http://dnr.mo.gov/forms/780-1027.pdf>

VIII. Additional Restrictions of ARRA Funds

In accordance with ARRA, §1602, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will give preference to activities, funded by ARRA for infrastructure investment, that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the enactment of ARRA and in a manner that will maximize job creation and economic benefit.

In accordance with ARRA, §1604, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall not use ARRA funds for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.

In accordance with ARRA, §1554, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will award contracts funded in whole or in part with ARRA funds as fixed-price contracts through the use of competitive procedures. It will also provide a summary to the State of Missouri, Department of Natural Resources of any said contract awarded by the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, that is not fixed-price and not awarded using competitive procedures for posting in a special section of the website established in ARRA, §1526.

In accordance with ARRA, §1609, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended. (42 U.S.C. 4371, *et seq.*). The subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will submit information on the status and progress of those projects and activities using ARRA funds subject to NEPA pursuant to any requirements of the Council on Environmental Quality (CEQ) and OMB.

In accordance with ARRA, §1512(h), the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall register in the Central Contractor Registration (CCR) database at www.ccr.gov, and maintain current registration at all time during the pendency of this contract. In order to register in CCR, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See www.dnb.com.

IX. Employment of Unauthorized Aliens Prohibited

Pursuant to §285.530.1, RSMo, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, do not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

X. Enforceability

If a subrecipient or one of its subrecipients fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

XI. Publication of Confidential Information

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in this Agreement have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, MDNR shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement may be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

XII. False Claims Act

The subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall promptly refer to the State of Missouri or other appropriate Inspector General any credible

evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

XIII. Recovery Act Logo

This project receives funding under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and the subrecipient assures that it, as well as its subrecipients or loan recipients if required by future OMB guidance, must display the Recovery Act Logo in a manner that informs the public that the project is a Recovery Act investment. The ARRA logo may be obtained from the DOE grants office listed in this award document. If DOE logo is displayed along with the Recovery Act logo and logos of other participating entities, the DOE logo must not be displayed in a manner that implies that DOE itself is conducting the project. Instead, the DOE logo must be accompanied with a statement indicating that the grantee, subgrantee or loan recipient received financial assistance from DOE for the project.

XIV. Publications and Public Relation Events

All publications which are intended for distribution and are financed, wholly or in part, by subgrant funds, must contain the following verbiage: Funds are made possible through the American Recovery and Reinvestment Act and the Transform Missouri initiative and administered by the Missouri Department of Natural Resources. Additionally, ARRA, Transform Missouri, and the MDNR logos, as provided by the MDNR to the subrecipients, must be included in all of the aforementioned publications.

The subrecipient assures that it, as well as its subrecipients, shall submit to the MDNR two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by subgrant funds. The subrecipient nor its subrecipients shall not print or distribute any publication until receiving written approval by the grant manager.

The subrecipient assures that it, as well as its subrecipients, shall notify the MDNR five business days in advance of all public relations events related to ARRA-funded activities whereby the public and/or media is invited to participate and provide opportunity for involvement.

XV. Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Subrecipient Responsibilities for Informing Subrecipients

- (1) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, subrecipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

- (2) For subrecipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," subrecipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.
- (3) Subrecipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a subrecipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.
- (4) Subrecipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the subrecipient SEFA described above. This information is needed to allow the subrecipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

4.2 MDNR Terms and Conditions

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Federal Subgrants

General Terms and Conditions

I. Administrative Requirements

These general terms and conditions highlight requirements which are especially pertinent to federal subgrants made by the Missouri Department of Natural Resources (MDNR). 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. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

In addition to these terms and conditions, the subgrantee must comply with all governing requirements of their subgrant, including the federal Common Rule (adopted by federal agencies and contained in specific Codes of Federal Regulation, for each federal agency, under the title "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"). The Common Rule is fully incorporated by reference into these terms and conditions. The common rule as codified by the federal granting agency can be found at <http://www.whitehouse.gov/omb/grants/chart.html>

- A. Method of Payment.** The subgrantee will be reimbursed by the MDNR for all allowable expenses incurred in performing the scope of services. The subgrantee shall report project expenses and submit to the MDNR original invoices for payment as required by division/program per the subgrant agreement. The form must be completed with the MDNR invoiced amount and local share detailed. Invoices must provide a breakdown of project expenses by the budget categories contained in the subgrant budget. Invoices must be received by the MDNR per the subgrant agreement. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the MDNR prior to the closing date.
1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total project cost for each invoice submitted unless the 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 MDNR. Advance payments will only be made on a monthly basis to cover estimated expenditures for a 30-day period or as otherwise agreed. The MDNR will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.
 2. All reimbursement requests must have the following certification by the authorized 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.

- B. Retention and Custodial Requirements for Records.** The subgrantee shall retain financial records, supporting documents, and other records pertinent to the subgrant for a period of five years starting from the date of submission of the final financial status report. Authorized representatives of federal awarding agencies, the Comptroller General of the United States, and the MDNR shall have access to any pertinent books, documents, and records of subgrantees in order to conduct audits or examinations. The subgrantee agrees to allow monitoring and auditing by the MDNR and/or 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 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.
- C. Program Income.** Subgrantees 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 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.
- D. Match or Cost Share Funding.** In general, match or cost sharing represents that portion of project costs not borne by state 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. 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 federal subgrant agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or subgrant shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.
1. Match or cost share funding will be established by the MDNR through negotiation with the subgrantee. Signature by both the MDNR and subgrantee on the subgrant signature form firmly affixes the match or cost sharing ratios. Full expenditure of subgrantee match or cost share funding is required over the life of the subgrant. Subgrantee must invoice the MDNR, as required by the particular subgrant, and provide financial records for total expenditure of state and match or cost share funding. The MDNR will reimburse the subgrantee for its percentage portion agreed to less any negotiated withholding.
 2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the subgrant may cause the subgrantee to become ineligible to receive additional financial assistance from the MDNR. Failure to provide the required match may result in other enforcement remedies as stated in Y. for non-compliance.
- E. Financial Management Systems.** The financial management systems of subgrantees 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 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, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
3. **Internal Control.** Effective control and accountability must be maintained for all 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.** Applicable OMB cost principles, federal agency program regulations, and the subgrant scope of work will be followed in determining the reasonableness, allowability, and allocability of costs;
6. **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract, and subgrant award document. The documentation must be made available by the subgrantee at the MDNR's request;
7. The subgrantee shall have procedures in place to minimize the time lapsed between money disbursed by the MDNR and money spent by the subgrantee.

F. Reporting of Program Performance. Subgrantee shall submit to the MDNR a performance report for each program, function, or activity as specified by the subgrant or at least annually and/or after completion of the project. 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 MDNR shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for three years thereafter.

G. Budget and Scope of Work Revisions. Subgrantees are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. However, subgrantee must request approval in writing to revise budgets and scopes of work under the following conditions:

1. For non-construction grants, subgrantees shall obtain the prior approval of the MDNR, unless waived by the MDNR, 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 whenever the MDNR's share exceeds \$100,000.

2. For construction and non-construction projects, subgrantees shall obtain prior written approval from the MDNR for any budget revision which would result in the need for additional funds.
3. For combined non-construction and construction projects, the subgrantee must obtain prior written approval from the MDNR before making any fund or budget transfer from the non-construction to construction or vice versa.
4. Subgrantees under non-construction projects must obtain prior written approval from the MDNR 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 subgrant must receive prior approval from the MDNR. Approved changes in the scope of work or budget shall be incorporated by written amendment to the subgrant.
6. Extending the grant past the original completion date requires approval of the MDNR.

H. Equipment Use. Subgrantee 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. The equipment shall not be moved from the State of Missouri without approval from the MDNR. The following standards shall govern the utilization and disposition of equipment acquired with subgrant funds:

1. Title to equipment acquired under this subgrant will vest with the subgrantee on acquisition. 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 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 MDNR 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 MDNR or the federal agency. If the MDNR puts subgrantee on notice that it believes grant assets are not being used for the intended purpose, subgrantee shall not sell, give away, move or abandon the assets without the MDNR's prior written approval.
 - b. The subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the MDNR, 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 MDNR. User fees should be considered if appropriate.

- c. The subgrantee must not use equipment acquired with MDNR funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C above.
 - d. When acquiring replacement equipment, the subgrantee 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 MDNR.
2. Equipment Management. Subgrantee's procedures for managing equipment, whether acquired in whole or in part with subgrant funds, will, at a minimum, meet the following requirements until disposition takes place:
- a. Subgrantee 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 the property 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 property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The subgrantee 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 engaged in the same or similar business and similarly situated.
 - d. Subgrantee must develop adequate maintenance procedures to keep the property in good condition.
 - e. If the subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
3. Disposition. When original or replacement equipment acquired under a subgrant is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, subgrantee shall dispose of the equipment as follows:

1. 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 MDNR.
 2. For items of equipment with a current per unit fair market value of \$5,000 or more, the MDNR shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the MDNR's share of the equipment.
 3. In cases where a subgrantee fails to take appropriate disposition actions, the MDNR may direct the subgrantee how to dispose of the equipment.
 - d. If the MDNR puts subgrantee on notice that it believes grant assets are not being used for the intended purpose, subgrantee shall not sell, give away, move or abandon the asset without MDNR's written approval.
- I. Supplies.** Title to supplies acquired under a subgrant will vest, upon acquisitions, in the subgrantee. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the subgrantee shall compensate the department for its share.
- J. Copyrights.** Except as otherwise provided in the terms and conditions of this subgrant, the author or the subgrantee is free to copyright any books, publications, or other copyrightable material developed in the course of this subgrant; however, the MDNR and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of MDNR, the work for government purposes.
- K. Prior Approval for Publications.** The subgrantee shall submit to the MDNR two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by subgrant funds. The subgrantee shall not print or distribute any publication until receiving written approval by the grant manager.
- L. Mandatory Disclosures.** Subgrantee 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 federal and state funds for the program/project.
- M. Procurement Standards.** 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."
1. No work or services, paid for wholly or in part with state or federal funds, will be contracted without the written consent of the MDNR. See G.4.

2. Subgrantee agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal MDNR approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.

- N. Audit Requirements.** The MDNR has the right to conduct audits of recipients at any time. The subgrantee shall arrange for independent audits as prescribed in OMB Circular A-133, Single Audit Act Amendments of 1996, as applicable. Audits must confirm that records accurately reflect the operations of the subgrantee, the internal control structure provides reasonable assurance that assets are safeguarded, and subgrantee is in compliance with applicable laws and regulations. When the subgrantee has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the MDNR. Other portions of the audit shall be made available at the MDNR's request.
- O. Allowability of Costs.** Allowability of costs shall be determined in accordance with cost principles contained in OMB Circular No. A-87 for State and Local Governments, and Circular No. A-122 for Nonprofit Organizations.
- P. Conflicts of Interest.** No party to this subgrant, nor any officer, agent, or employee of either party to this subgrant, shall participate in any decision related to such subgrant which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly.

The subgrantee is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the 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 any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

- Q. State Appropriated Funding.** The subgrantee agrees 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 federal or 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. In the event that funds are not appropriated and/or granted for the subgrant, the subgrantee shall not prohibit or otherwise limit the MDNR's right to pursue alternate 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.
- R. Eligibility, Debarment and Suspension.** By applying for this award, the subgrantee 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, subgrantee shall disclose to the MDNR 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 MDNR 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." Subgrantee shall complete a Debarment/Suspension form when required by the MDNR. Furthermore, subgrantee is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a federally funded grant.

- S. Restrictions on Lobbying.** No portion of this award may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch 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 as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

- T. Recycled Paper.** Consistent with Federal Executive Order 13101 and 13423 and EPA Executive Order 1000.25, the subgrantee shall use recycled paper consisting of at least 30% post consumer fiber and double sided printing for all reports which are prepared as a part of this grant award and delivered to the MDNR. The subgrantee must use recycled paper for any materials that it produces and makes available to any parties. 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 parties.

- U. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.** In accordance with Missouri Executive Order No. 05-30 and federal administrative provisions, all subgrantees shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 5%, respectively, when utilizing subgrant funds to purchase supplies, equipment, construction and services related to this subgrant.

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

- a. Placing qualified minority business and women's business enterprises on solicitation lists;
- b. Ensuring that minority business 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 minority business and women's business enterprises;
- d. Establishing delivery schedules, where the requirements of work will permit participation by minority business 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 subgrantee, if subgrants are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.

V. Disputes. Subgrantee and the MDNR should attempt to resolve disagreements concerning the administration or performance of the subgrant. If an agreement cannot be reached, the MDNR program director will provide a written decision. Such decision of the program director shall be final unless a request for review is submitted to the division director within ten (10) business days after the program director's decision. Such request shall include: (1) a copy of the program director's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the division director shall constitute final MDNR action.

W. Termination

1. **Termination for Cause.** 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 subgrantee has failed to comply with the terms and conditions of the subgrant. The MDNR shall promptly notify the subgrantee in writing of such a determination and the reasons for the termination, together with the effective date. The MDNR reserves the right to withhold all or a portion of grant funds if the subgrantee violates any term or condition of this subgrant.
2. **Termination for Convenience.** Both the MDNR and subgrantee may terminate the subgrant, 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.

X. Enforcement; Remedies for Noncompliance. If a subgrantee falsifies any award document or materially fails to comply with any term of a grant, award, or subgrant, the MDNR 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 subgrantee's correction of the deficiency;
4. Withhold further awards from the subgrantee;
5. Order subgrantee not to transfer ownership of assets purchased with grant money without prior MDNR approval; or
6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

Y. Subgrantee's Signature. The subgrantee's signature on the application and the award documents signifies the subgrantee's agreement to all of the terms and conditions of the award.

Z. Human Trafficking. This requirement applies to non-profit recipients or subrecipients. The subgrantee, their employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), noncompliance that are available to the subgrantee under this award.

AA. Illegal Immigration. As per HB 1549, 1771, 19395 & 2366 - Section 67.307 2. Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through grants administered by any state agency or department until the policy is repealed or is no longer in effect.

BB. Illegal Immigration – Missouri Statutes – RSMo 285.525 – 285.550 Effective January 1, 2009. Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

CC. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges"

refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent the authorized as a direct cost of carrying out the scope of work.

II. Statutory Requirements

Subgrantees must comply with all federal state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the MDNR. Failure to abide by these laws is sufficient grounds to cancel the award. For a copy of state and federal laws that typically apply to grants from the MDNR, contact the MDNR grants manager.

Any subgrantee, in connection with its application for financial assistance, shall include a certification that the subgrantee, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the subgrantee shall report to the MDNR any instance in which the subgrantee or any member of 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 subgrant or suspension or debarment of the subgrantee

A. Laws and regulations related to nondiscrimination:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
3. 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.
4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.

7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
 8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
 9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.
- C.** Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.
- D.** The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.
- 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., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 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.
- L.** Trafficking Victims Protection Act of 2000, Section 106, as amended (22 U.S.C. 7104(g) relating to termination of contract award based should any employee of the department, recipient or subrecipient violate this act.
- M.** Missouri House Bill 1549, 1771, 1395 & 2366 – Illegal Aliens and Immigration Status Verification – This bill change the laws regarding illegal aliens and immigration status verification. Effective January 1, 2009, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform working within the state of Missouri.
- N.** Federal Funding Accountability and Transparency Act of 2006 (S. 2590) – Required information on federal awards be made available to the public via a single searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance.

Information on Statutory Authorization

Public Improvement, Recreation/Education, Bruce Watkins, RSMO. 253.220

<http://www.moga.state.mo.us/statutes/c200-299/2530220.htm>

Soil Conservation Research, RSMO. 278.080

<http://www.moga.state.mo.us/statutes/chapters/chap278.htm>

Cost Share Program, RSMO. 278.080 <http://www.moga.state.mo.us/statutes/chapters/chap278.htm>

Disbursements to Soil Districts, RSMO. 278.080, 278.120

<http://www.moga.state.mo.us/statutes/chapters/chap278.htm>

Soil Conservation Expenditure Loans, RSMO. 278.080

<http://www.moga.state.mo.us/statutes/chapters/chap278.htm>

Soil Conservation Demonstrations, RSMO. 278.080

<http://www.moga.state.mo.us/statutes/chapters/chap278.htm>

Recovered Materials Market Development, RSMO. 260.335

<http://www.moga.state.mo.us/statutes/c200-299/2600335.htm>

Water Pollution Control Loans, RSMO. 644.122

<http://www.moga.state.mo.us/statutes/C600-699/6440122.HTM>

Energy Set-Aside Program, RSMO. 640.665

<http://www.moga.state.mo.us/statutes/c600-699/6400000665.htm>

Public Improvement Expenditures, MO Botanical Garden & Jefferson Landing, RSMO. 253.220

<http://www.moga.state.mo.us/statutes/c200-299/2530220.htm>

Storm Water Grants, RSMO. 644.031

<http://www.moga.state.mo.us/statutes/c600-699/6440031.htm>

Wastewater Treatment Grants, RSMO. 644.026

<http://www.moga.state.mo.us/statutes/C600-699/6440026.HTM>

Rural Water and Sewer Grants, RSMO. 644.026

<http://www.moga.state.mo.us/statutes/C600-699/6440026.HTM>

Outdoor Recreation Sub-Grants, RSMO. 258.083

<http://www.moga.state.mo.us/statutes/c200-299/2580083.htm>

Information on Statutory Authorization Energy Conservation - Schools/Hospitals, RSMO. 640.653

<http://www.moga.state.mo.us/statutes/c600-699/6400000653.htm>

Energy Conservation - Local Governments/Non-Profit, RSMO. 640.653

<http://www.moga.state.mo.us/statutes/c600-699/6400000653.htm>

Waste Management Grants, RSMO. 260.335

<http://www.moga.state.mo.us/statutes/c200-299/2600335.htm>

Environmental Grants, RSMO. 260.273-342

<http://www.moga.state.mo.us/statutes/c200-299/2600273.htm>

Historic Preservation Sub-Grants, RSMO. 253.408-415

<http://www.moga.state.mo.us/statutes/c200-299/2530408.htm>

Clean Air Act Grants and Sub-Grants, RSMO. 643.010-190

<http://www.moga.state.mo.us/statutes/chapters/chap643.htm>

4.3 Program Specific Terms and Conditions

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. WASTE STREAM

Prior to the expenditure of Federal funds to dispose of sanitary or hazardous waste, the subrecipient is required to provide documentation to the Project Officer demonstrating that it has prepared a disposal plan for sanitary or hazardous waste generated by the proposed activities. Sanitary or hazardous waste includes, but is not limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, asbestos, etc.

The MDNR Contracting Officer shall consider compliance with this clause complete only after the subrecipient has submitted adequate documentation to MDNR for its review, and MDNR has provided written approval to the subrecipient of its proposed plan to dispose of its sanitary or hazardous waste.

2. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, the State shall not be responsible for or have any obligation to the subrecipient for (i) Decontamination and/or Decommissioning (D&D) of any of the subrecipient's facilities, or (ii) any costs which may be incurred by the subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

3. PROGRAM INCOME

If a subrecipient earns program income during the project period as a result of this award, the subrecipient must add the program income to the funds committed to the award and utilize the funding to further eligible project objectives.

4. PUBLICATIONS

- a. Subrecipients are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: “This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number DE-EE0000761.”

Disclaimer: “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal

liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

5. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

5. REPORTING REQUIREMENTS

5.1 Monthly and Quarterly Progress Reports

The Subgrantee agrees to submit monthly reports and quarterly progress reports for the duration of the Agreement, by the 2nd day of the month, as listed in the table below. In the event the 2nd of the month falls on a Saturday, the Subgrantee will submit the report on Friday, and if the due date falls on a Sunday, the Subgrantee will submit the report on Monday.

The Subgrantee agrees to report all activities related to the subgrant as determined by the Department. All activities of personnel submitted on invoices must be included in this report.

Reports will be submitted electronically through an online reporting program. Login credentials and brief user manual will be delivered to the Subgrantee prior to the first quarterly progress report submittal date.

5.1.1 REPORT SUBMITTAL SCHEDULE

Quarter End Date	Quarterly Progress Report due to Department	Monthly Report due to Department
Mar. 31, 2010	April 2, 2010	
		May 2, 2010
		June 2, 2010
June 30, 2010	July 2, 2010	
		Aug. 2, 2010
		Sept. 2, 2010
Sept. 30, 2010	Oct 2, 2010	
		Nov. 2, 2010
		Dec. 2, 2010
Dec. 31, 2010	Jan 2, 2011	
		Feb. 2, 2011
		Mar. 2, 2011
Mar. 31, 2011	April 2, 2011	
		May 2, 2011
		June 2, 2011
June 30, 2011	July 2, 2011	
		Aug. 2, 2011
		Sept. 2, 2011
Sept. 30, 2011	Oct 2, 2011	
		Nov. 2, 2011
		Dec. 2, 2011
Dec. 31, 2011	Jan 2, 2012	
		Feb. 2, 2012
		Mar. 2, 2012
Mar. 31, 2012	April 2, 2012	
		May 2, 2012
		June 2, 2012

Quarter End Date	Quarterly Progress Report due to Department	Monthly Report due to Department
June 30, 2012	July 2, 2012	
		Aug. 2, 2012
		Sept. 2, 2012
August 31, 2012 Subgrant Expiration – all projects must be completed on or before this date.		

5.2 Final Report

In addition to monthly reports, and a report of progress during the quarter, a final progress report, or close-out report, that covers the entire Subgrantees project period must be submitted to the Department within 60 days of project completion or no later than September 2, 2012, whichever occurs first. A project is complete when the Scope of Work and Project Objectives of the Agreement are complete, financial documents are reconciled, and Project is in accordance with the Agreement Terms and Conditions. The final report shall include a summary account of the accomplishment of each item in the Scope of Work and Performance Objectives, summarize expenditure of grant funds, and any additional information upon request by the Department. The Department reserves the right to structure reporting requirements on a project specific basis.

5.3 Fiscal Reporting

The Subgrantee is accountable for all funds received under this subgrant, including those expended by project partners, vendors, contractors, and subcontractors. The Subgrantee shall maintain effective control and accountability over all subgrant funds, equipment, property, and other assets under the subgrant as required by the Department.

5.4 Record Retention

The Subgrantee shall keep records sufficient to permit the tracking of funds to a level of expenditure adequate to ensure that funds have not been inappropriately expended. Subgrantee shall maintain records for at least three (3) years following the submission of the final report, unless the Department notifies the Subgrantee that a longer period is required. Record retention may include digital and electronic data, documents, receipts, invoices, and other relevant materials. The Subgrantee agrees to provide full access to all relevant materials and provide copies upon request by the Department.