

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

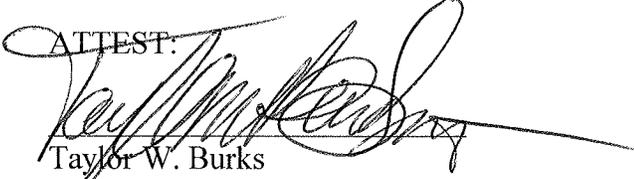
August Session of the July Adjourned

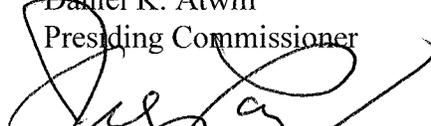
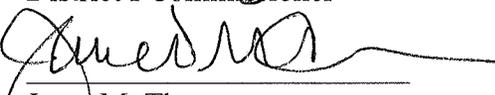
Term. 20 18

In the County Commission of said county, on the 30th day of August 20 18
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby recognize Mildred Moreau on her 100th birthday.

Done this 30th day of August, 2018.

ATTEST:

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

PROCLAMATION RECOGNIZING MILDRED MOREAU ON HER 100TH BIRTHDAY

- Whereas,** Mildred Moreau, born September 3, 1918, to Forrest and Roy Hutchison, is a lifelong resident of Boone County with roots that go back to 1823, the year her maternal great-grandmother, Jemima Todd, was born in Boone County; and
- Whereas,** Mildred and her husband, Martin (also a lifelong Boone County resident), were married in Columbia on September 23, 1944, while he was home on a furlough from the Marine Corps, after 26 months of active duty in the South Pacific; and
- Whereas,** Mildred and Martin farmed in the Midway and New Providence areas for more than 20 years, raising their son, Leigh, and welcoming his wife, Trish, into the family; and
- Whereas,** Mildred has been both a career woman and homemaker throughout her life, supporting her family with a variety of jobs including secretary for Texaco Oil Company, cook for New Providence School, bookkeeper for Cottle Implement, secretary for Stephens College, office manager for Boone County Extension Center, and Executive Director for the Columbia Safety Council; and
- Whereas,** Mildred has been an active community volunteer and leader including volunteering for 27 years at the Harry S. Truman Veterans Memorial Hospital with 3,590 hours of service and serving for decades as secretary and trustee of the Fairview Cemetery Association; and
- Whereas,** Mildred has been an active member and leader at Wilkes Blvd. United Methodist Church for over 60 years, serving as Sunday School teacher and superintendent, officer in the United Methodist Women chapter, trustee, and office volunteer; and
- Whereas,** Mildred is loved and esteemed by many in Boone County and beyond, including her sister, Lola Asbury, son, daughter-in-law, nieces, nephews, cousins, neighbors, colleagues, and friends; and
- Therefore,** we do hereby recognize the contributions of Mildred Moreau to Boone County and honor her as she celebrates her 100th birthday.

IN TESTIMONY WHEREOF, this 30th day of August 2018.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Taylor W. Burks, County Clerk

401-2018

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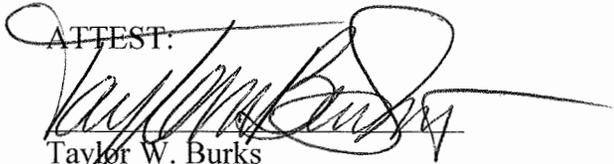
August Session of the July Adjourned

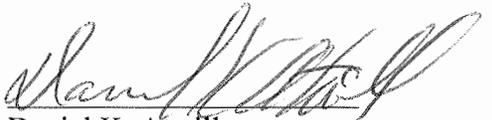
Term. 20 18

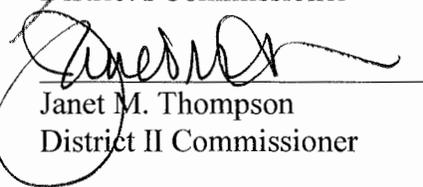
In the County Commission of said county, on the 30th day of August 20 18
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby certify that we have examined the attached statement of the surplus from sale of delinquent lands held the 27th day of August 2018 and approve the same.

Done this 30th day of August, 2018.

ATTEST:

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

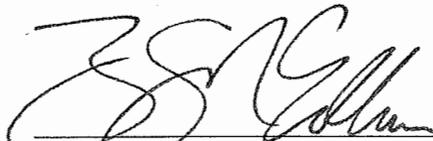
2018 BOONE COUNTY LAND SALE SURPLUS

Brian McCollum, Collector of Revenue, Boone County, Missouri, declares the sum of **\$272,139.36** (Two Hundred Seventy-Two Thousand One hundred Thirty-Nine Dollars and Thirty-Six Cents) to be the surplus amount from the sale held August 27, 2018, for the purpose of satisfying taxes, special assessments, interest and costs on lots and lands having more than one year delinquency on real estate taxes and special assessments. Said sum shall be turned over to the Boone County Treasurer to be held for benefit of school fund unless claimed by owner prior to three years from date of sale. §140.230, RSMo

Owner: Joyce Whipple Parcel: 03-209-00-01-028.00 Purchaser: Offered - No Bid	Sec 04 T51 R12 S HICKS ST Tract in SW¼ of Sec 4 T51N R12W being N½ of the unnumbered Fractional block lying E of B3, containing about 2 lots in City of Sturgeon as rec QTCL Book/Page 1482/310 & desc as: Beg at SE cor of intersection of Allen St & Patten St as shown by original town of Sturgeon SD; thence SEly with an extension of the S ROW line of said Patten St to a point on E line of said SD; thence S along said E line to the intersection of the extension of the S line of the N½ of B3 of said SD & said E line; thence NWly along the extension of said S line to a point on the E ROW line of said Allen St; thence NELy along said ROW line to POB	Sold Taxes & Costs Surplus	\$ - \$ 182.75 \$ -
Owner: Corine Gladys Hayes, Dorothy Mae Hayes, Schooling Tinder, Helen Irene Tinder Parcel: 03-209-00-01-037.00 Purchaser: Just Waived LLC Bid Amount - \$1,400.00 - Not Paid SALE VOIDED	Sec 04 T51 R12 E MCDOWELL ST Lts 1 & 2 B14 in City of Sturgeon as shown in Plat Book/Page Z/95	Sold Taxes & Costs Surplus	\$ - \$ 993.65 \$ -
Owner: Catherine M & Eben R Johnson Parcel: 07-700-32-00-003.03 Purchaser: Tompkins Homes & Development Inc	Sec 32 T50 R12 3500 E MT ZION CHURCH RD Deeded 8.0 Acres Being an 8 acre tract located in NE¼ SE¼ Sec 32 T50N R12W shown as Tract 5 of Sur Book/Page 1409-936	Sold Taxes & Costs Surplus	\$ 2,200.00 \$ 1,204.99 \$ 995.01
Owner: Tony Harrison & Steven Harrison Parcel: 08-704-32-01-004.00 Purchaser: J. David Banks	Sec 32 T50 R11 10400 N FLYNT LN Deeded 2.18 Acres being Lts 1 & 2 of Tract D of Hartley Properties as shown in Plat Book/Page 11/12	Sold Taxes & Costs Surplus	\$ 1,943.73 \$ 1,943.73 \$ -
Owner: John G Brickman Parcel: 11-318-11-01-116.00 Purchaser: George Tutt	Sec 11 T49 R13 BAYLOR LN L12 B104 Lake Caroline SD #1 as shown in Plat Book/Page 10/132	Sold Taxes & Costs Surplus	\$ 425.00 \$ 325.68 \$ 99.32
Owner: Carl Murphy Parcel: 11-400-19-00-005.06 Purchaser: Alex Maginness	Sec 19 T49 R13 W HATTON CHAPEL RD A tract of land containing .27 acres located in Sec 19, T49, R13 more particularly desc as Tract 5C of Sur Book/Page 984/590 (rec as Tract C in OTCL Book/Page 4563/74)	Sold Taxes & Costs Surplus	\$ 429.08 \$ 429.08 \$ -
Owner: R & L Investment Holdings LLC Parcel: 12-415-20-02-018.00 Purchaser: Offered - No Bid	Sec 20 T49 R12 2510 E OAKBROOK DR A+B L22 Morris SD #2 as shown by Sur Book/Page 388-740	Sold Taxes & Costs Special Assmt Surplus	\$ - \$ 551.37 \$ 1,985.16 \$ -
Owner: Columbia Bass Properties LLC Parcel: 12-803-00-00-021.00 Purchaser: Offered - No Bid	Sec 33 T49 R12 WOODARD DR A tract of land located in the SW¼ of Sec 33 T49N R12W and desc as: Beg at SE cor of L12 Henley SD as rec in Plat Book/Page 6/17; thence along E line of said plat, N00°26'E, 765.0'; thence leaving said line, S75°31'E, 1.9' to W ROW of Woodard Dr; thence following said ROW along 30.0' curve to right, 39.8'; thence, continuing along said ROW, S00°26'W, 735.4' to NE cor of Centerstate Plat 12-B rec in Plat Book/Page 4546/134; thence along N line of said plat, N89°34'W, 24.6' to the POB	Sold Taxes & Costs Surplus	\$ - \$ 471.39 \$ -
Owner: Margaret V Duren (Estate) Parcel: 16-211-00-04-017.00 Purchaser: Whole Property Management	Sec 03 T48 R13 ROSECLIFF DR L15 of Rosecliff SD of a part of the SW¼ SW¼ Sec 3 T48N R13W as rec Plat Book/Page 5/20	Sold Taxes & Costs Surplus	\$ 325.00 \$ 200.93 \$ 124.07

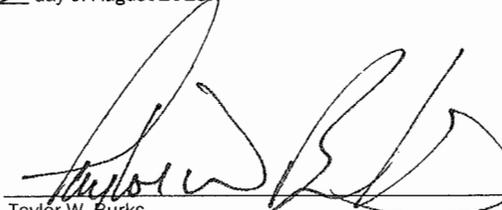
Owner: J L Snipes Parcel: 16-313-00-02-055.00 Purchaser: Christman Properties	Sec 11 T48 R13 713 HUNT AVE L47 Alamo Place SD as shown in Plat Book/Page 3/34	Sold Taxes & Costs Surplus	\$ 17,000.00 \$ 1,273.45 \$ 15,726.55
Owner: Sonia Hall Parcel: 16-314-00-04-010.00 Purchaser: Morched Ben-Ayed	Sec 11 T48 R13 714 MIKEL ST E 55.0' of Lts 62 & 63 of Northwest Highlands Addn to the City of Columbia as shown in Plat Book/Page 4/6	Sold Taxes & Costs Surplus	\$ 9,000.00 \$ 1,938.65 \$ 7,061.35
Owner: Richard D Johnson Parcel: 16-319-00-10-003.00 Purchaser: Morched Ben-Ayed	Sec 12 T48 R13 206 W WORLEY ST L6 of Sur of N½ & N½ of S½ of L27 Garth's SD of Garth's Addn to City of Columbia as rec Sur Book/Page 279-16 & rec in WD Book/Page 1509/240	Sold Taxes & Costs Surplus	\$ 1,900.00 \$ 1,229.25 \$ 670.75
Owner: Dixie L Bott Parcel: 16-508-00-05-074.00 Purchaser: Tompkins Homes & Development Inc	Sec 15 T48 R13 214 W BRIARWOOD LN Tract being the N 83.0' of Tract 4 & the S 15.0' of Tract 3 B6 of Rockingham Place as rec Plat Book/Page 7/20 and rec DT Book/Page 528/465	Sold Taxes & Costs Surplus	\$ 75,000.00 \$ 4,881.48 \$ 70,118.52
Owner: Raymond L Kay Parcel: 16-508-00-05-086.00 Purchaser: Karanbir Sandhu	Sec 15 T48 R13 207 W BRIARWOOD LN L9 B7 of Rockingham Place Addn as shown in Sur Book/Page 3832-92	Sold Taxes & Costs Surplus	\$ 51,000.00 \$ 4,786.26 \$ 46,213.74
Owner: Kaytina M Harrison Revocable Living Trust Parcel: 16-800-00-02-035.00 Purchaser: Karanbir Sandhu	Sec 34 T48 R13 4104 FALL RIDGE DR L135 The Pines SD as shown in Plat Book/Page 28/38	Sold Taxes & Costs Surplus	\$ 65,000.00 \$ 15,476.09 \$ 49,523.91
Owner: Kaytina M Harrison Revocable Living Trust Parcel: 16-800-00-03-065.00 Purchaser: Karanbir Sandhu	Sec 34 T48 R13 4806 NEWCASTLE DR L66 Plat 4 Heritage Meadows SD as shown in Plat Book/Page 32/36	Sold Taxes & Costs Surplus	\$ 75,000.00 \$ 7,020.09 \$ 67,979.91
Owner: Thomas E & Estelle L May Parcel: 17-106-00-00-018.00 Purchaser: Karanbir Sandhu	Sec 06 T48 R12 2207 HOLLY AVE Tract located in NE¼ Sec 6 T48N R12W in City of Columbia desc as: Beg at NE cor of Sec 6, thence S along division line between Sections 5 & 6, 1004.0'; thence W along Vandiver Rd, 725.0' to POB for Sur; thence N (along & with W line of Sur #7572) 290.4'; thence W 150.0'; thence S 290.4'; thence E 150.0' to POB containing 1 acre as shown by Sur Book/Page 297-140 as rec TD Book/Page 3457/102	Sold Taxes & Costs Surplus	\$ 30,916.17 \$ 30,916.17 \$ -
Owner: Jose Luis Garay-Contreras Parcel: 17-107-00-02-058.00 Purchaser: Karen Pensoneau	Sec 05 T48 R12 2503 WILLOWBROOK CT L52 Nelwood SD as shown in Plat Book/Page 6/51	Sold Taxes & Costs Surplus	\$ 16,500.00 \$ 2,873.77 \$ 13,626.23

In witness whereof I have hereunto set my hand and seal, this 28 day of August 2018.


 Brian McCollum
 Collector of Revenue, Boone County, Missouri



Subscribed and sworn to before me this 28 day of August 2018.


 Taylor W. Burks
 County Clerk, Boone County, Missouri

402-2018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 18

In the County Commission of said county, on the 30th day of August 20 18
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Boone County Road & Bridge Improvement/Repair Cooperative Agreement between Boone County and the City of Rocheport.

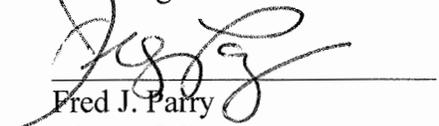
The terms of the agreement are stipulated in the attached Cooperative Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement.

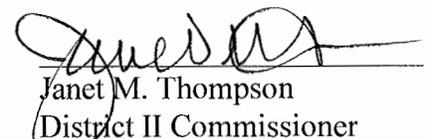
Done this 30th day of August, 2018.

ATTEST:

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 30 day of August, 2018, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Rocheport**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Twelve Thousand Four Hundred Fifty-Two Dollars and Ninety-Four cents (\$12,452.94)** as determined by the formula for **Year 6 of the 6-year cycle** as described in the aforementioned Commission

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 468-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, 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. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a

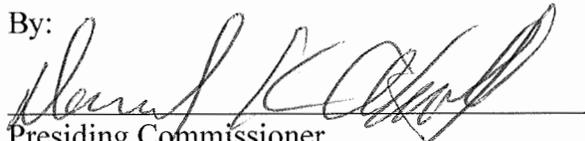
debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY

By:


Presiding Commissioner

Date: 8.30.18

ATTEST:

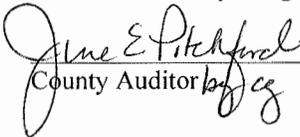
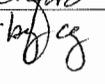
County Clerk

APPROVED AS TO FORM:


County Attorney

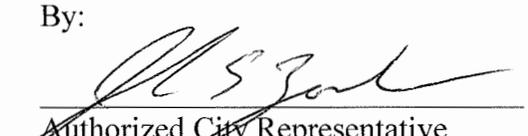
Boone County Auditor Certification:

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)

 8/24/18
County Auditor  Date
2049-71452

CITY of ROCHEPORT

By:

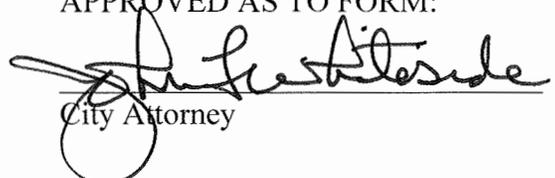

Authorized City Representative

Date: 8-6-18

ATTEST:

City Clerk

APPROVED AS TO FORM:


City Attorney

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 30th day of August 20 18

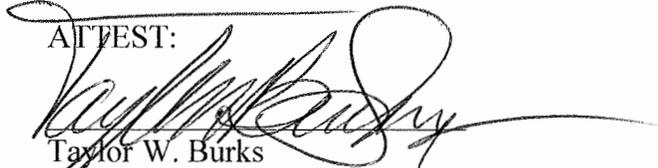
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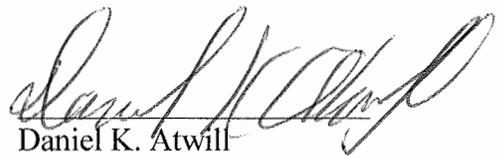
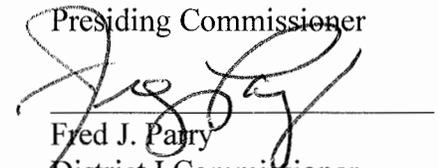
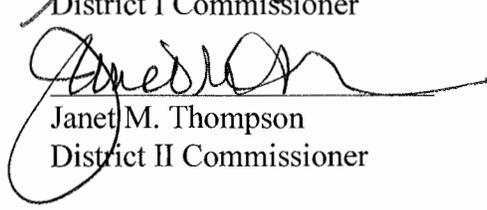
Now on this day the County Commission of the County of Boone does hereby approve the Grant sub-award from the Missouri Department of Natural Resources for the Bonne Femme Watershed Project Number G19-NPS-01.

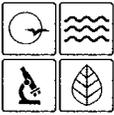
It is further ordered the Presiding Commissioner is hereby authorized to sign the Financial Assistance Agreement and the associated Anti-Lobbying Form.

Done this 30th day of August, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner



MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE AGREEMENT

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION			
RECIPIENT NAME Boone County Commission		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (573) 886 - 4491	
ADDRESS 801 E. Walnut, Room 315		CITY Columbia	STATE MO
ZIP CODE 65201			
UNIQUE IDENTIFIER (DUNS NUMBER)	PROJECT NUMBER G19-NPS-01	BUDGET PERIOD 8/1/2018 - 7/31/2020	PROJECT PERIOD 8/1/2018 - 7/31/2020
RECIPIENT PROJECT MANAGER NAME Lynne Hooper		RECIPIENT PROJECT EMAIL ADDRESS Lhooper@boonecountymmo.org	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 886 - 4491

PROJECT INFORMATION			
RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY) Greater Bonne Femme Watershed Based Plan Development and Demonstration - A watershed plan that contains EPA's nine critical planning elements will be developed for the Greater Bonne Femme Watershed which will include Bonne Femme and Little Bonne Femme subwatersheds. The plan will be developed to help protect and improve water quality in the watershed by identifying pollutant sources and land management practices to be implemented, setting reachable goals and a timeline for implementation projects, and establishing an evaluation and monitoring program. The project will also implement two demonstration projects to inform the public about practices that can be installed to address the streams' bacteria impairment.			
TYPE OF ASSISTANCE New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>	SOURCE OF FUNDING Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/>	CFDA NUMBER 66.460	CFDA NAME Nonpoint Source Implementation
STATE PROJECT MANAGER NAME John Johnson		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 522 - 2740	INDIRECT COST RATE FOR RECIPIENT %
RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 75,786.00	49.00 %	\$	%	\$ 75,786.00	49.00 %
State/Other Award:	\$	%	\$	%	\$ 0.00	0.00 %
Recipient Match:	\$ 77,534.00	51.00%	\$	%	\$ 77,534.00	51.00%
Total Award:	\$ 153,320.00	100.00%	\$	%	\$ 153,320.00	100.00%

AGREEMENT ADMINISTRATION					
THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS INCLUDING, BUT NOT LIMITED TO:					
APPLICABLE PROGRAM GUIDELINES Title 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles					RECIPIENT APPLICATION, AS NEGOTIATED, DATED
BUDGET PLAN Attachment # <u>B</u>	DETAILED SCOPE OF WORK Attachment # <u>A-1</u>	SPECIAL CONDITIONS Attachment # <u>C</u>	GENERAL TERMS AND CONDITIONS Attachment # <u>D</u>	SUSPENSION/DEBARMENT Attachment # _____	PUBLIC LAW Attachment # _____
PUBLICATIONS Attachment # _____	EPA MBE/WBE UTILIZATION Attachment # <u>G</u>	CERTIFICATE REGARDING LOBBYING Attachment # <u>H</u>	INVOICE Attachment # <u>A-2</u>	ADDITIONAL ATTACHMENTS Attachment # <u>A-3</u> Attachment # <u>A-4</u>	

AMENDMENT INFORMATION	
AMENDMENT ID	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)			
FEDERAL AWARD PROJECT TITLE AND DESCRIPTION C9007407-21 - FY2015 Section 319 Nonpoint Source Implementation (\$65,284) 780-0140-3440-3476-W5PD C9007407-23 - FY2017 Section 319 Nonpoint Source Implementation (\$10,502) 780-0140-3440-3476-NPAD			
FEDERAL AWARDING AGENCY EPA	FEDERAL AWARD ID NUMBER See above	PASS THROUGH ENTITY NAME MoDNR, SWCP	
FEDERAL FUNDING YEAR See above	FEDERAL AWARD DATE See above	TOTAL AMOUNT OF FEDERAL AWARD \$	INDIRECT COST RATE FOR MoDNR 27.61%

APPROVAL		
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED) Carol S. Comer, Director	SIGNATURE	DATE
RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED) Daniel K. Atwill, Presiding Commissioner	SIGNATURE 	DATE 8.30.18

Instructions for MoDNR staff completing Financial Assistance Agreement Form

Recipient Information: complete all fields

- Recipient Name – Must match the registered name in the System for Award Management (SAM). If the recipient is not yet registered in SAM, then they should be provided with information on how to register (<http://www.sam.gov>).
- Unique Identifier – Must match the unique identifier number in SAM. Currently it is the recipient's Data Universal Numbering System (DUNS) number which the recipient must have prior to the award. DUNS numbers may be obtained without charge at <http://fedgov.dnb.com/webform>.

Project Information: complete all fields

- CFDA Number – The Catalog of Federal Domestic Assistance (CFDA) number is found on the Notice of Award.
- CFDA Name – Is found on the Notice of Award.
- Research and Development Comments – Complete field if checking “Yes” in the Research and Development field.
- Project Funding – The Original Amount, Original Percent, Total Amount and Total Percentage fields must be completed. If the original agreement is being amended, the Amended Amount and Amended Percentage fields must also be completed.

Agreement Administration: complete all applicable fields.

Attachments included in the agreement packet should all be identified in this section.

Amendment Information: complete all fields if amending the agreement

- Amendment ID – Enter the amendment number (i.e., enter “1” if it is the first amendment, enter “2” if it is the second amendment, etc.).
- Amendment Description – Summarize what is being amended. Example: Original agreement amount is being increased by \$500,000 and the Budget Period and Project Periods are being extended six months.

Federal Award Information: Complete all fields if using federal funds for any part of the award. If the award is being funded by multiple federal grants, information on each grant must be included as an attachment.

- Federal Award Project Title and Description – Refer to the Notice of Award from the federal agency.
- Federal Awarding Agency – Designate from which federal agency MoDNR received pass through funds.
- Federal Award ID Number – Refer to the Notice of Award.
- Pass Through Entity Name – Enter information in this format: *Division, Program*.
- Federal Funding Year – Federal year the funding is provided.
- Federal Award Date – Date the federal award is signed by the authorized official of the Federal awarding agency. Refer to the Notice of Award.
- Total Amount of Federal Award – Enter the total amount awarded by the federal agency to include any amended amounts. Refer to the Notice of Award.
- Indirect Cost Rate for MoDNR – Current MoDNR rates can be found at <http://n-nr1ntra.ads.state.mo.us/das/rates-current.htm> .

Approval: complete fields below

- Department of Natural Resources Director Or Designee – Enter the name of the MoDNR director.
- Recipient Organization Authorized Official Name and Title – Enter the name and title of the person who will be signing on behalf of the recipient organization, if known.

ATTACHMENT A-1

TERMS OF AGREEMENT

I. SUBGRANT AWARD

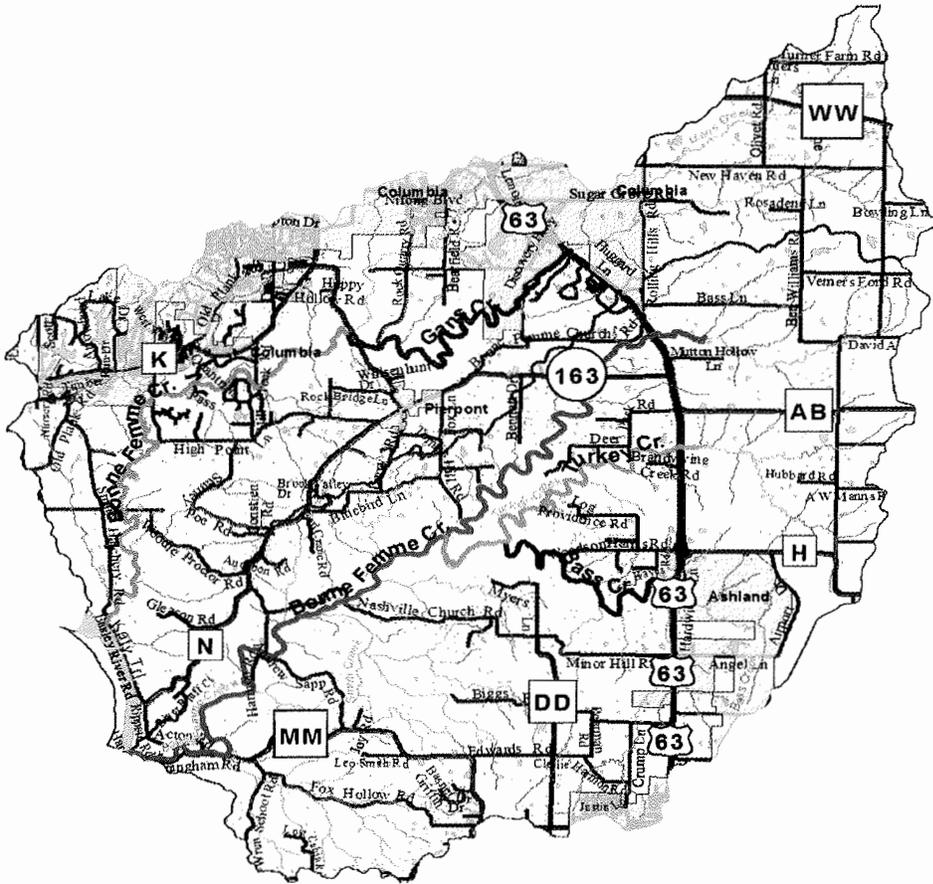
The Missouri Department of Natural Resources, Division of Environmental Quality, Soil and Water Conservation Program (SWCP), and the Boone County Commission (the County) agree to the plan of work and administrative procedures outlined herein for a “Greater Bonne Femme Watershed Based Plan Development and Demonstration Project.”

- A. The Department of Natural Resources (Department) agrees to pay the subgrantee an amount not to exceed \$75,786 during the budget and project periods of August 1, 2018 through July 31, 2020, for tasks specified in the Scope of Services and Schedule of Milestones. Included in this federal grant commitment is the Department-approved pre-award costs that were incurred by the County within 90 days prior to the award begin date as allowed by 319 grant guidance. The County will utilize \$45,106 for the development of a watershed based plan (WBP) for the Greater Bonne Femme Watershed (GBFW), which will include Bonne Femme Hydrologic Unit Code (HUC) #103001020902 and Little Bonne Femme (HUC #103001020903) subwatersheds. The remaining \$30,680 will support the implementation of a best management practice (BMP) demonstration project, and associated informational workshops and other public outreach activities. Federal funding is provided by the FY15 and FY17 Section 319 Nonpoint Source Implementation grants.
- B. The County will ensure the completion of tasks described and reporting required. The County will provide a match in the amount of \$77,534 for the budget and project periods of August 1, 2018 through July 31, 2020.
- C. Conditions set forth in Attachment C, Special Conditions and in Attachment D, General Terms and Conditions, shall be required and will govern the performance of this agreement. Additional subgrant administration requirements are specifically listed in the Agreement Administration section of the Financial Assistance Agreement signature page.
- D. A WBP will be developed for the Bonne Femme watershed and approved by the U.S. Environmental Protection Agency (EPA) within the grant project period. The plan will include the nine critical elements of a watershed plan as identified by the EPA.
- E. A Quality Assurance Project Plan (QAPP) will be developed for environmental data collection efforts. The QAPP must be reviewed and approved by the Department prior to the first date of sampling or use of secondary data. If monitoring activities are conducted under the Missouri Stream Team/Volunteer Water Quality Monitoring (VWQM) Program, their QAPP will be used to fulfill this requirement.

- F. This project directly supports Goal II Missouri’s Nonpoint Source Management Plan (<http://dnr.mo.gov/env/swcp/nps/mgmtplan/docs/2015-2019-mo-nonpoint-source-management-plan09-28-2015.pdf>). Goal II is to: Assess water quality at the HUC-8 watershed scale to support engagement, planning, and WBP development and implementation efforts. Support nonpoint source (NPS) total maximum daily loads (TMDLs) for informing watershed based plans. The objectives of Goal II are:
1. Annually evaluate watersheds following the statewide focus watershed groupings to determine NPS impairments.
 2. Participate in collaborative watershed efforts to assist with identification of priority watersheds and critical source areas of NPS pollution.
 - Collaborate with other partners that conduct watershed-based water quality assessments.
 - Identify watersheds in need of water quality data and other watershed information to fill “gaps” in information.
 - Collaborate with watershed partners in assessing and prioritizing watersheds, including identification of NPS pollutants of concern, existing pollutant loads, water quality trends, and critical source areas of NPS pollution.
 - Support NPS TMDLs based on the Department’s current TMDL development schedule through voluntary WBPs and conservation practice implementation.

II. BACKGROUND

The Bonne Femme and Little Bonne Femme creeks, along with their tributaries, in southern Boone County are the major focus of this project. These tributaries include Bass Creek, Turkey Creek, Fox Hollow Branch, Smith Branch, Devil’s Icebox Branch, Gans Creek, Clear Creek, and Mayhen Creek. The geographic area comprises 92.4 square miles. Major land uses include row cropping, livestock grazing, residential development, and recreation. The majority of stream segments are owned by private landowners.



The watershed has several Outstanding State Resource streams combined with sensitive karst areas that are extremely vulnerable to water quality degradation. Because the watershed is an attractive area in close proximity to the rapidly growing cities of Columbia and Ashland, population growth over the last ten years has increased at a rate of 40%, and high growth rates are anticipated over the next few decades. Losing stream hydrology is a particularly important aspect of the watershed. Surface stream water, originating from the glacial upland areas, infiltrates directly into cave streams, as exemplified by the streams in Devils Icebox and Hunters Caves. Therefore, surface land-use and management practices have a direct impact on the water quality of the cave streams and their unique ecology.

Major threats to stream and water quality include the collapse of stream banks; deforestation of riparian areas; microbial contamination from on-site sewage systems; sediments, nutrients and pesticides in stormwater runoff from residential, commercial, and industrial sites; animal wastes in stormwater runoff from pastures; and sediments, nutrients, and pesticides in stormwater runoff from row crops.

Streams within the watershed have also been shown to have *E. coli* bacteria levels in excess of current whole body contact standards. Currently there are five streams in the GBFW that are on the Clean Water Act Section 303(d) list of impaired waters for exceeding the *E. coli* bacteria water quality standard [Little Bonne Femme – Water Body Identification number (WBID) 1003; Gans Creek – WBID 1004; Bonne Femme – WBID 753; Turkey Creek – WBID 751; Bass Creek

WBID 752]. Without the proper planning, future development will further degrade water quality of streams within the watershed.

A general watershed plan was completed for the Bonne Femme watershed in 2007 that provided goals and recommendations to preserve the sensitive karst area, encouraged low-impact development BMPs and maintain clean water within disrupting economic development (at www.cavewatershed.org). The plan was approved by Boone County, the city of Columbia, and the city of Ashland.

Since 2007, the County and the city of Columbia have made changes that protect environmental quality in the GBFW:

- Boone County Resource Management recommendation for development of properties in the watershed
- Adoption of a stream buffer ordinance
- Adoption of a stormwater design manual that prevents increase in peak flows from new development
- More restrictive stormwater regulations in Boone County in karst areas
- The city of Columbia and Boone County adoption of similar stormwater ordinances and design manuals that have stream protection requirements
- The city of Columbia allowance of a reduction in street width to reduce impervious cover
- Development and distribution of informational brochure about karst systems in Boone County

Although the current plan has created changes in the watershed, a plan with more information about pollutant sources, affected communities, and pollutant load reductions are needed to effectively protect the watershed and reduce pollutant loads to the stream. The 2007 Plan will be used as a guide in developing an EPA nine element WBP for GBFW.

III. OBJECTIVES

The primary goals and objectives are to identify the causes and/or sources of the pollutants, develop recommendations for remedies through identification of BMPs, estimate the costs of implementing the BMPs, and to inform the public of the need and necessity of a program to reduce pollutants in the watershed.

The nine critical planning elements addressed in the plan will be used to help meet the following objectives.

1. To protect and improve water quality in the subwatershed by identifying pollutant sources and gathering pertinent data.
2. Identify better management practices to be implemented.
3. Set realistic goals and a timeline for better management practices implementation.
4. Establish an evaluation and monitoring program to determine success of implemented projects/programs.

5. Increase success of future projects.
6. Help determine where water quality efforts should be focused.
7. Fulfill specific grant application requirements for securing future funding.
8. Assist other organizations and municipalities in water quality related efforts.
9. Provide insight for creation of more efficient implementation and/or education budgets for future projects.

IV. PROJECT DESCRIPTION

The project will develop a WBP for the Bonne Femme Watershed (HUC #103001020902 and Little Bonne Femme (HUC #103001020903) subwatersheds. The intent of the WBP is to provide guidance and action plans for identifying and mitigating existing and potential pollutant loads to the streams, and protecting the integrity and stability of the watershed. The WBP will include EPA's nine critical planning elements, including the development of public education, pollution reduction (including modeling showing load reduction), development of a water quality monitoring program and water quality parameters, and identifying implementation actions with schedules and proposed funding for mitigating pollutant sources. The County will focus on reducing pollutant loads with implementation of such measures as low impact development (LID), effective stormwater BMPs to filter pollutants, and stream buffers to protect water quality and stream structure. The plan will address NPS pollution issues related to both urban and rural land uses, occurring from sources like urban development, failing septic systems, livestock management and agriculture production. Urban and rural stakeholders will be invited to public meetings to discuss issues and provide input into the watershed plan development. The nine-element plan will incorporate criteria to evaluate whether load reductions are occurring on schedule. The criteria will include an adaptive management component so that methods of implementation and/or monitoring can be adjusted in response to perceived shortfalls in watershed recovery time. The project will also implement BMP demonstrations, to help landowners, governmental organization, planners, developers and other local stakeholders understand the stream water quality problems and identify possible measures they can implement to address them. The County will measure BMP effectiveness and inform the public about water quality and environmentally sound land management and water protection. While the watershed plan is being written, outreach and education events, along with a BMP demonstration project, will be implemented by Boone County. In addition to these activities, public meetings will occur for the citizens to comment and address concerns on the draft version of the WBP.

V. SCOPE OF SERVICES

Boone County Commission: The WBP development and project implementation will be overseen by the County Commission. The County will assign a Project Manager to oversee and administer the grant, complete quarterly reports, report on numbers and affiliations of project participants, develop an acceptable watershed management plan, and conduct educational activities and other related associated tasks during the project period. Feedback, evaluation, and measures of success will be documented throughout the project and in the final project report.

Steering Committee: A steering committee will be organized that will include members from Boone County, the city of Columbia, and the city of Ashland, to assist with the implementation of the project. The Committee will help with communication between project partners and support the watershed planning, education, and outreach activities.

Technical Advisory Team: A Technical Advisory Team will be used to encourage stakeholders (e.g., county/city officials, concerned citizens/landowners) representing the watershed to provide input and guidance through public meetings and workshops. The Technical Advisory Team will meet quarterly throughout the project to discuss the planning process. All technical meetings will be open for public attendance. The watershed Technical Advisory Team currently consists of representatives from Missouri Department of Natural Resources' Division of State Parks, Missouri Department of Conservation (MDC), University of Missouri, U.S. Department of Agriculture, Greenbelt Land Trust, city of Columbia, Boone County Regional Sewer District, city of Ashland, and the local agricultural community. New members added to the Technical Advisory Team will include Boone County Soil and Water Conservation District, University of Missouri Extension, and the Natural Resources Conservation Service (NRCS).

Project Manager: Lynne Hooper, Urban Hydrologist for Boone County, will serve as the project manager. The project manager will promote, manage, plan, and follow-up (and write minutes) on the meetings, conservation practices, and educational workshops that will take place within the subwatersheds. The project manager will also manage the scope, schedule, monitoring, and control activities associated with the production of the WBP; oversee and manage consultant work; coordinate volunteer support (including water quality monitoring); and complete other tasks as necessary.

The project manager will:

1. Coordinate and oversee the development of the Bonne Femme WBP.
2. Assist the various entities and committees with the development of a WBP for the GBFW.
3. Schedule and host advisory/technical committee meetings, maintain communication of committees, stakeholders, and the public about the plan and planning processes.
4. Participate in all committees planning meetings.
5. Implement the project information/outreach campaign.
6. Work closely with affected entities to provide outreach and technology transfer as described in project description (based on proposal) and milestones.
7. Work closely with stakeholders and partners to initiate and promote the implementation of approved best management practices designs.
8. Provide draft copy of articles, publications, and outreach agendas to the Department's project manager for review before informational materials are finalized.
9. Provide draft copy of the WBP to the Department's project manager for review before the document is finalized for acceptance.

Budget Administrator: Kelle Westcott, Budget Administrator for Boone County Resource Management, will manage the budget and related tasks for the duration of the project.

The Budget Administrator will:

1. Follow guidelines in the Invoicing and Reporting Guide prepared for Section 319 projects, prepare and submit financial invoices/reports, and Minority Business Enterprise/Women Business Enterprise (MBE/WBE) reports to the Department. Ensure a competitive bid process is followed and submitted to the Department for all contractual services.
2. Work closely with the Department's fiscal officer(s) to understand the necessary steps involved in adequate administration of project funds including tracking of project expenditures and timesheet maintenance.
3. Work closely with the contractor to obtain documentation needed for project administration, including establishment of contractual agreements, and preparation and submission of quarterly reports.

MOAs or Contract Agreements: The County will enter into a memorandum of agreement (MOA) or contractual agreement with partners or contract service providers for implementing various practices or programs (watershed modeling, microbial source tracking, QAPP, BMP demonstration, etc.) outlined within this agreement as necessary to maintain success of the project. Contract agreements will be developed through a competitive bid process conducted in compliance with the County policies and federal and state requirements.

Watershed Based Plan: A WBP will be developed for the Bonne Femme (HUC #103001020902) and Lower Bonne Femme (HUC #103001020903) subwatersheds, to help protect and improve water quality in the watershed. The County will use a planning process that encourages local stakeholder's participation and support. Because of the large size and variety of land uses, the planning efforts will be conducted in two southwestern HUC 12s in this watershed to allow for the creation of a more detailed and specific subwatersheds plan rather than a general plan. The County will work with the various agencies and committees to assist and coordinate planning efforts in developing the Greater Bonne Femme WBP. Throughout the process, stakeholder public meetings will be held to identify watershed problems, major pollutant sources, and management measures to be implemented. The data and information obtained from stakeholders meetings, research, and assessment will be compiled and used to complete a draft plan. The draft WBP will be presented to the technical and advisory committees, the Department, and the general public before finalizing the WBP by the end of this grant, for the acceptance by the Department and EPA.

The WBP will address the following nine key elements as identified by EPA.

1. An identification of the causes and sources or groups of similar sources that will need to be controlled to achieve the load reductions estimated in the watershed-based plan.
2. An estimate of the load reductions expected for the management measures.
3. A description of the NPS management measures that will need to be implemented to achieve the load reductions estimated in the plan.
4. An estimate of the amounts of technical and financial assistance needed associated costs, and/or the sources and authorities that will be relied upon to implement the plan.
5. An information/education component that will be used to enhance public understanding of the project and encourage their early and continued participation in selecting, designing, and implementing the NPS management measures that will be implemented.

6. A schedule for implementing the NPS management measures identified in the plan that is reasonably expeditious.
7. A description of interim, measurable milestones for determining whether NPS management measures or other control actions are being implemented.
8. A set of criteria that can be used to determine whether loading reductions are being achieved over time and substantial progress is being made towards attaining water quality standards.
9. A monitoring component to evaluate the effectiveness of the implementation efforts over time measured against the criteria.

BMP Demonstration Project(s): A conservation practice demonstration will be implemented to illustrate effective methods that can be used to address the NPS pollutants that are affecting the water quality in stream in the Bonne Femme watershed. The demonstration will consist of retrofitting two detention/retention basins using green bioengineering designs that will help improve the stormwater infiltration and increase the pollutant removal efficiencies for the basins. The practices must meet the Standards and Specifications in the NRCS Field Office Technical Guide or, if not applicable, the Department of Natural Resources, Missouri Department of Health and Senior Services, and MDC guidelines. Professional technicians will oversee the design and construction of the BMP(s) and certify they are installed correctly. Practice components like native plant species selection will be approved by the Department's project manager before installation occurs. All permitting procedures for any local, state and federal laws or ordinances will be followed. The 319 grant funds will not be used to install practices required under any National Pollutant Discharge Elimination System (NPDES) permit. All BMPs installed using 319 NPS funds will be maintained by agreement for the estimated useful life span of the practice. Estimated cost is \$25,000 for the demonstration project.

Education and Outreach: Education programs will be implemented that focus on informing and educating the general public about water quality issues in the GBFW. Educational events will introduce the communities to the concept of a watershed, how to preserve and protect the watershed they live in, and why there is a need to develop a WBP. Community educational and feedback meetings will be conducted to provide a forum to invite public input and comments. The meetings will be publicized in local newspapers, city and association websites. Information will be distributed to the general public in the form of brochures, public service announcements, and newsletters. Education and outreach efforts will occur throughout the grant period. In addition to these efforts, Boone County Resource Management has produced several educational brochures which are available to members of the public. Estimated cost is \$5,680 for the education and outreach programs.

Outreach and Education events that will be implemented during the project period include:

- **Land Management Workshop**: The Bonne Femme watershed project Technical Advisory Team will be addressing various topics for landowners in the watershed.
- **Spring and Fall Monitoring Blitz**: Conducted in the Rock Bridge Memorial State Park area, this event is in collaboration with Missouri Stream Teams. Six sites in and around the park are monitored for macroinvertebrates and chemical parameters using the VWQM protocol.

- **Water Festivals at Rock Bridge Memorial State Park:** Approximately 150 – 200 attendees learn about various aspects of water quality including macroinvertebrate diversity and identification, fish diversity and identification, sources of water pollution, and efforts to protect and restore water quality in the watershed.
- **Annual Conservation Day** at a public school located in Boone County. Various agency partners will attend a day at a selected school, and provide information about various aspects of water quality, land management, and conservation.

Monitoring and Modeling: Water quality monitoring and watershed modeling will be addressed in the WBP to obtain information and address the critical elements related to NPS pollution loading from runoff in the targeted geographical area. This monitoring/modeling section of the WBP will give valuable information to help create a greater understanding of the impacts of urban, agricultural, and/or stormwater runoff on water quality within the watershed focus area. The County will follow a written QAPP (approved by the Department) for proper sampling, handling and analysis to ensure monitoring data quality. The QAPP will include more detailed information about the monitoring program that will be conducted in the project.

1. Microbial Source Tracking (MST) analysis in the spring of 2019: Two separate collection windows are planned at 6 sites during 3 separate flow regimes, for a total of 36 samples. The design for the MST sampling is as follows: The first round of sampling (18 samples) will look for DNA markers from human and ruminant (deer and cow) sources. The second round of sampling (18 samples) will look for DNA markers from human and cow sources. The MST analysis will help identify the source(s) of the bacterial impairment in the GBFW. If the source is primarily agricultural (livestock) the partners will need to focus more efforts on establishing best management practices in critical areas in the watershed. If the source is primarily human (wastewater from septic systems) the watershed partners will need to focus more efforts on outreach and education activities for citizens living in the watershed. University of Missouri employees working in the lab of the USDA Agricultural Research Service (USDA-ARS) (Bob Lerch and Kristen Veum) will assist with filtering the samples before they are shipped to Source Molecular for DNA analysis. Estimated cost is \$9,072 for the source tracking monitoring.
2. Water Quality Monitoring: Quarterly monitoring for various water quality parameters (nutrients, agricultural chemicals, *E. coli*) will continue throughout the duration of the implementation schedule for the nine element plan. This monitoring schedule will mirror the schedule in place during the 4th quarter of 2016 through the year 2017 – weekly monitoring at 10 sites in the watershed the first four weeks of each quarter of the year. The monitoring will include an adaptive management component so that methods of implementation and/or monitoring can be adjusted in response to perceived shortfalls in watershed recovery time.

Pollutant Load Reduction & Assessment: Assessment data will be used to produce plans or prioritize lists aimed at planners, developers, and residents to help with BMP retrofitting solutions. Historical baseline data is currently not available for flow and discharge relationships in the GBFW, which is required to develop a stage/discharge rating curve that

would be integrated with the Environmental Protection Agency's load duration curve for bacteria. Use of the load duration curve is necessary to calculate bacteria loading in the various impaired streams, and by implication to calculate any load reductions necessary to develop restoration strategies. The County and partners will collect data for load reduction calculation to create load duration curves. The County recently installed three gauging stations on streams in the watershed – on Turkey Creek at Tom Bass Road, on Little Bonne Femme Creek at Woodie Proctor Road, and on Bonne Femme Creek at Nashville Church Road. The stage data from these stations will be used in combination with cross-sections calculated at designated points in the streambed below the stations to calculate rating curves for the streams. USDA-ARS in collaboration with the University of Missouri have the necessary equipment and staff to assist the County with rating curve development and have completed the necessary training for the cross-section work to begin. The work on the load duration rating curves will happen over several months. Once completed, USDA-ARS will develop load duration curves and assist with calculation of load for the three gaged streams. Reasonable load reduction milestones over time will be estimated after loading has been calculated. The ultimate objective will be to reduce bacteria loading to the point where the water quality standard for *E. coli* is not exceeded in any stream in the GBFW.

3. Watershed Modeling: A detailed sensitivity analysis was developed during the Chapter 319 grant process in the GBFW which concluded in 2007. The modeling will be revised as needed to be used in the development the Bonne Femme nine elements WBP. Using the sensitivity analysis, the partners will identify areas in the watershed that are particularly sensitive to erosion and runoff. These areas would be likely sources of bacteria loading from the landscape and will be designated as critical areas. Once critical areas are identified, BMPs will be identified that could be installed to address the stream impairment. Potential BMPs include: BMPs to reduce agricultural *E. coli* loading into watershed streams (terraces, border strips, livestock exclusion and alternate water sources. etc.) and BMPs to reduce human *E. coli* loading into watershed streams (upgrade of septic systems, cleaning of septic tanks, etc.). Modeling will also be used to determine the water quality benefits/impacts of BMPs and prioritize the BMPs according to predicted pollutant removal effectiveness as determined by the model. Estimated cost is \$35,284 for the modeling.

Project Products

- Watershed-based Plan (EPA approved)
- Public meetings for WBP development
- Technical Advisory Team meeting
- Quality Assurance Project Plan (Department approved)
- Web site development
- Watershed database by sub-watersheds
- Target mailing (or e-mail)
- Demonstration project – 2 detention basin retrofits
- Demonstration field day
- Educational signs and events
- Quarterly Reports
- Annual Reports

- Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Reports
- Final Report

Partners Involvement:

- Boone County Commission: Board of Directors; technical advice
- USDA – Agriculture Research Service: monitoring, technical advice
- City of Columbia: management support, citizen volunteers
- City of Ashland: management support, citizen volunteers
- Boone County Soil and Water Conservation District: project support, technical advice
- University Missouri-Columbia: project support; technical advice
- Missouri Department of Conservation: project support; technical advice
- Natural Resources Conservation Service: project support; technical advice
- Stream Teams: project support, stream monitoring

VI. SCHEDULE OF MILESTONES

Schedule of Milestones	Responsible Entity	Targeted Completion Date	Percent Complete
Task 1 ~ <i>Project Management</i> Attend meetings with Department staff for orientation and further process meetings	Project Manager; Boone County	Aug 2018 July 2019 April 2020	0% 0% 0%
Task 2 ~ <i>Host Technical Meetings</i> Host regularly scheduled Technical Advisory Team meetings	Project Manager; Technical Advisory Team	At least once per quarter	0%
Task 3 ~ <i>Host Steering Committee meetings</i> Host Steering Committee meetings for WBP development	Project Manager; Technical Advisory Team	At least once per quarter	0%
Task 4 ~ <i>Memorandums of Agreement (MOAs) or Contract Agreements</i> Establish MOAs or contracts with project partners/contractors outlining duties and responsibilities (USDA-ARS, University Missouri, modeling consultant, BMP demonstration contractor).	Project Manager; Boone County	September 2018	0%
Task 5 ~ <i>QAPP</i> Work with the Department staff to obtain approval for the QAPP before water quality monitoring begin	Project Manager	Aug 2018	0%

Schedule of Milestones	Responsible Entity	Targeted Completion Date	Percent Complete
Task 6 ~ <i>Conduct Monitoring</i> Conduct water quality monitoring and microbial source tracking to determine causes and sources of pollutant	Project Manager; Boone County; Modeling Consultant	Ongoing until July 2020	0%
Task 7 ~ <i>Educational Materials</i> Conduct targeted mailings/e-mails to stakeholders informing of meetings &/or various events; compile and distribute information in various forms to general public (prior approval by DNR)	Project Manager; Boone County	Ongoing until July 2020	0%
Task 8 ~ <i>Modeling and Assessment</i> Conduct watersheds assessment and evaluate land use data (past and present), using the revised sensitivity analysis to determine water quality impacts and BMP implementation a) Hire modeling consultant through procurement process b) Analysis	Project Manager; Boone County	a) Summer 2018 b) Ongoing until July 2020	0% 0%
Task 9 ~ <i>Educational Events</i> Conduct four outreach/educational events: a) Land Management Workshops b) Spring Monitoring Blitzes c) Water Festivals d) Fall Monitoring Blitzes	Project Manager; Boone County	a) Feb 2019 & 2020; Sept 2019 & July 2020 b) March 2019 & 2020 c) July 2019 & 2020 d) Oct 2019 & July 2020	0% 0% 0% 0%
Task 10 ~ <i>BMP Demonstration Project</i> Retrofit 2 stormwater detention/retention basins using green bioengineering design a) Hire construction contractor through bid process b) Construct demonstration project c) Purchase and install demonstration project sign	Project Manager; Boone County; Construction Contractor	a) Summer 2018 b) Fall 2018 c) Fall 2018	0% 0% 0%

Schedule of Milestones	Responsible Entity	Targeted Completion Date	Percent Complete
<p>Task 11 ~ <i>Draft WBP</i> The watershed-based plan will address the nine planning elements that are required by EPA <i>(Recommended: EACH element/section of the WBP to be submitted to DNR for review and comments throughout the drafting process)</i></p>			
<p>a) Identification of causes and sources or groups of similar sources that will need to be controlled to achieve the load reductions estimated in this watershed-based plan</p>	<p>Project Manager; Boone County; Modeling Consultant</p>	<p>July 2019</p>	<p>0%</p>
<p>b) Estimation of load reductions expected for the management measures</p>	<p>Project Manager; Boone County; Modeling Consultant</p>	<p>Aug 2019</p>	<p>0%</p>
<p>c) Description of NPS management measures that need to be implemented to achieve the load reductions estimated</p>	<p>Project Manager; Boone County; Modeling Consultant</p>	<p>Aug 2019</p>	<p>0%</p>
<p>d) Estimate amounts of technical and financial assistance needed, associated costs, and/or the sources and authorities to be relied upon to implement this plan</p>	<p>Project Manager; Boone County; Modeling Consultant; Technical Advisory Team</p>	<p>Sept 2019</p>	<p>0%</p>
<p>e) Information/education component that will enhance public understanding and participation in selecting, designing, & implementing the NPS management measures to be implemented</p>	<p>Project Manager; Boone County</p>	<p>Sept 2019</p>	<p>0%</p>
<p>f) Schedule for implementing NPS management measure identified in this plan that is reasonably expeditious</p>	<p>Project Manager; Boone County; Technical Advisory Team</p>	<p>Sept 2019</p>	<p>0%</p>

Schedule of Milestones	Responsible Entity	Targeted Completion Date	Percent Complete
g) Description of interim, measureable milestones for determining whether NPS management measures or other control actions are being implemented	Project Manager; Modeling Consultant; Technical Advisory Team; Boone County	Sept 2019	0%
h) Establish a set of criteria to determine whether loading reductions are being achieved and progress made towards attaining water quality standards	Project Manager; Modeling Consultant; Technical Advisory Team; Boone County	Sept 2019	0%
i) Development of a monitoring component to evaluate the effectiveness of the implementation efforts over time, measured against the established criteria.	Project Manager; Modeling Consultant; Technical Advisory Team; Boone County	Sept 2019	0%
<p>Task 12 ~ <i>Submit 1st Draft of WBP</i> for review</p> <p>a) The County will send draft WBP to the Department, EPA, and partners for initial review</p> <p>b) The Department and EPA return comments within 60 days of receiving draft for revisions</p> <p>c) Hold meeting with EPA and the Department to discuss/clarify comments and required updates (if needed)</p>	<p>Project Manager; Boone County;</p> <p>Technical Advisory Team</p>	<p>a) Oct 1, 2019</p> <p>b) Nov 30, 2019</p> <p>c) Dec 15, 2019</p>	<p>0%</p> <p>0%</p> <p>0%</p>

Schedule of Milestones	Responsible Entity	Targeted Completion Date	Percent Complete
<p>Task 13 ~ <i>Submit 2nd Draft of WBP</i> for review</p> <p>a) The County will make suggested changes and resubmit the plan to the Department, EPA and partners for a final review within 30 days of receiving the 1st draft comments</p> <p>b) The Department and EPA review and return final comment within 60 days of receiving 1st draft, for revisions</p> <p>c) Hold meeting with EPA and the Department to discuss/clarify comments and required updates (if needed)</p>	<p>Project Manager; Technical Advisory Team; Boone County</p>	<p>a) Jan 1, 2020 b) Feb 28, 2020 c) March 15, 2020</p>	<p>0% 0% 0%</p>
<p>Task 14 ~ <i>Finalize WBP updates and distribute revised plan</i></p> <p>a) Final plan draft submitted to EPA and Department for plan approval (60 days review period)</p> <p>b) Final plan review conducted by EPA and Department. (<i>Department email to the County notifying of final approval</i>)</p> <p>c) Post revised plan for public use (website, library, etc.). Make hard copies for key partners.</p>	<p>Project Manager; Technical Advisory Team; Boone County</p>	<p>a) April 1, 2020 b) May 31, 2020 c) June 2020</p>	<p>0% 0% 0%</p>
<p>Task 15 ~ <i>Distribute Approved WBP</i> Print and create electronic copies of approved WBP to distribute to stakeholders and project partners</p>	<p>Project Manager; Boone County</p>	<p>June 2020</p>	<p>0%</p>
<p>Task 16 ~ <i>Host Public Meetings</i> Hold public meeting to present and explain the approved WBP (if needed)</p>	<p>Project Manager; Boone County</p>	<p>June 2020</p>	<p>0%</p>
<p>Task 17 ~ <i>Quarterly Reports and Invoices</i> Develop and submit quarterly report and invoice to the Department</p>	<p>Project Manager</p>	<p>Quarterly until July 2020</p>	<p>0%</p>

Schedule of Milestones	Responsible Entity	Targeted Completion Date	Percent Complete
Task 18 ~ <i>Annual Reports and MBE/WBE</i> Develop and submit annual reports and MBE/WBE to the Department	Project Manager	Oct 15 Yearly and July 31, 2020	0%
Task 19 ~ Submit a Subrecipient Informational Form (FFATA) to the Department	Boone County; Project Manager	Aug 1, 2018 July 1, 2019	0% 0%
Task 20 ~ Submit draft of final report to the Department for review	Project Manager	July 1, 2020	0%
Task 21 ~ Submit Final Report, Annual Report, Final invoice and MBE/WBE report to the Department	Project Manager; Boone County	July 31, 2020	0%

Measures of Success:

Pre- and post-survey results will be studied for comparisons of before-and-after knowledge learned from workshops implemented in the project. Pre- and post-test results will be evaluated to determine participant knowledge gained from the any of the three educational workshops and/or related activities. Level of attendance and participation of all educational events will be tracked. Reduction in pollution will be calculated to determine the BMPs effectiveness and help the general public understand the principles of implementing NPS pollution reduction practices.

Evaluation/Feedback Mechanisms:

1. A pre- and post-survey will be given to participants of workshops to develop an understanding of the general public's perception of implementing stormwater retention practices.
2. A pre- and post-test will be administered to students and the general public to assess knowledge gained from lessons presented during any stormwater education activities.
3. Education/Outreach efforts will be quantified by amount of materials distributed and information requested. Evaluation of overall effectiveness and repeatability of outreach projects in the area will be accomplished through comprehensive pre- and post-project surveys of the general public included in the project.
4. Efforts will be made to evaluate the options for BMPs in the sub-watersheds and to assess their effectiveness in the sub-watersheds and potential influence on pollutant loading. Calculations of load reductions will be done both directly by continued monitoring in areas where a treatment is located and indirectly based on the application of modeling results to assumptions of load reduction strategies at the watershed-scale.

BMP Operation and Maintenance (if applicable):

Sub-recipient will assure continued proper operation and maintenance of all NPS management practices that have been implemented and funded under this agreement. Such practices shall be operated and maintained for an appropriate number of years in accordance with commonly accepted standards. The sub-recipient shall include a provision in every applicable sub-agreement or contract awarded under this subgrant requiring that the management practices for the project be properly operated and maintained.

VII. PROJECT BUDGET

**Greater Bonne Femme Watershed-based Plan Development and Demonstration
Boone County Commission
August 1, 2018 – July 31, 2020**

Total Federal Contribution	\$ 75,786
Total Nonfederal Contribution	77,534
Total Project Cost	\$ 153,320

(See Attachment B for budget breakout.)

VIII. PAYMENT SCHEDULE

- A. Reimbursement to the subgrantee for the tasks described in the Scope of Services will be made according to the following schedule:

MAXIMUM EXPENSES	REIMBURSEMENT SCHEDULE	SUBMIT TO	PROJECT PERIOD	INVOICE FORMAT
\$75,786	Quarterly	319 Nonpoint Source Unit	8/1/2018 – 7/31/2020	Attachment A-2

- B. Requests for reimbursement must be accompanied by a summary of the federal expenditures by budget category. For match reporting only, if applicable, detailed documentation (such as paid bills, time sheets, receipts, invoices, cost-share/incentive agreements, etc.) must be provided for cost-share and in-kind services. The Department reserves the right to require submittal of all supporting documentation from first time project recipients and recipients that have previously failed to meet grant requirements. Expenditures must be incurred within the budget period August 1, 2018 through July 31, 2020. See Attachment A-2, Invoice and Match Report, and Attachment D, General Terms and Conditions, for additional requirements.
- C. Invoices, including expenditure summaries, must be submitted at a minimum frequency of semi-annually. Final reimbursement will be made to the subgrantee upon documentation of adequate match and completion of all required quarterly reports and the final project report/

evaluation. The subgrantee must request final reimbursement no later than 60 calendar days after the project end date at which time any remaining balance of project funds will be deobligated.

- D. Invoices shall be signed by the recipient's **Financial Officer/Manager** in order to receive payment. The recipient's Finance or Accounting Office shall designate a fiscal staff contact with the Department's Soil and Water Conservation Program, Nonpoint Source Unit.
- E. Match expenditures and documentation shall be submitted with quarterly invoices at least twice per year in accordance with the federal and match percentage ratio as described in the Project Funding section of the Financial Assistance Agreement signature page. Failure to provide match in proportion to the federal expenses biannually, at minimum, may result in denial of federal reimbursement or the Department requesting a refund of federal funds.
- F. Up to twenty percent (20%) of the total federal award amount may be withheld pending satisfactory completion of the final project report/evaluation and submission to the Department.

IX. REPORTING REQUIREMENTS

- A. Quarterly progress reports will be due November 15, February 15, May 15, and August 15 of each calendar year of the project period. Please send one **electronic** copy via the Internet to john.johnson@dnr.mo.gov. Reports will describe project status, compare progress to scheduled milestones, and explain any variances from expected progress. The reports shall follow the format shown on Attachment A-3, Quarterly Report.
- B. An **electronic** copy of an annual report must be submitted to the Department's project manager by October 15th each year throughout the project period and at the close of the project. The reports shall follow the format shown on Attachment A-4, NPS Annual Report Worksheet.
- C. An **electronic** copy of the final product and final project report must be submitted to the Department's project manager by July 31, 2020, with a draft due by July 1, 2020. The final report, at a minimum, should describe accomplishments, how the goals/objectives described in the subgrant agreement were met, describe the tasks completed, products produced, and an assessment of the impact of the project in addressing NPS concerns. The report should make recommendations, where relevant, on how the results or experiences of the project could be applied elsewhere. A final budget should also be included that describes the funds spent, the match contribution, and leftover funds, if any.

- D. A copy of the annual audit report or relevant portions of the audit report that pertains to the project award are to be submitted to the Department's project manager, if required under Code of Federal Regulations, Title 2 Part 200—Uniform Administrative Requirements, Cost Principles, Subpart F Audit Requirements, and as described in the Department's General Terms and Conditions, Attachment D.
- E. Recipients are allowed to earn program income in order to defray the cost of project activities funded by a 319 grant. Program income must be documented and reported through the receipt and expenditure invoicing process. Program income generated from supported activities including fees for services, rental income acquired under the grant, proceeds from the sale of articles fabricated under the grant, registration fees for a 319 sponsored event such as conferences, workshops, and training are some examples that must be reported. Program income shall be deducted from the federal funds committed to this project equal to the amount gained by the program income.
- F. Recipients must request any needed time extension to the award no later than 90 days prior to the current project period expiration date. Failure to request an extension in this timely manner may result in denial of the extension request.
- G. Recipients with awards equal or greater than \$25,000 are required to submit a *Subrecipient Informational Form* (end of Attachment #D) if their award period for the project exceeds 12 months. This form shall be updated and returned to the Department at the end of each 12-month period from the approved project start date.
- H. Recipient agrees that:
1. Reports and documents developed as part of a project funded by a 319 assistance agreement shall contain the following statement:
"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."
 2. Signage developed as part of a project funded by a 319 assistance agreement shall contain the EPA logo. A graphic file of the EPA logo and specifications on its use will be provided by U.S. EPA for use by the grantee. If the physical design of the sign allows, it should also include the following text:
"This project has been funded through the Section 319 of the Clean Water Act" **or** "This cooperative project has been funded in part through the Section 319 of the Clean Water Act."
 3. Announcements through the web or print materials for Workshop, conference, demonstration days or other events as part of a project funded by a 319 assistance agreement shall contain the EPA logo. A graphic file of the EPA logo and

specifications on its use will be provided by U.S. EPA for use by the grantee. If the physical design of the announcement allows, it should also include:

“This project/event has been funded through the Section 319 of the Clean Water Act” **or** “This cooperative project/event has been funded in part through the Section 319 of the Clean Water Act.”

ATTACHMENT

A-2

INVOICE & MATCH REPORT

TO: Missouri Department of Natural Resources Division of Environmental Quality Soil and Water Conservation Program PO Box 176 Jefferson City, MO 65102 Attn: 319 Nonpoint Source	Date: Invoice No: Invoice Period: Agreement Amount: \$75,786
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Agreement Period: August 1, 2018 - July 31, 2020 Project Manager: Lynne Hooper (573) 886-4491 Project Title: Greater Bonne Femme Watershed Based Plan Development and Demonstration	Subgrant No: G19-NPS-01
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FEDERAL

Budget Category	Project Budget	Prior Expenses per Category	Expenses this Invoice Period	Federal Expenses to Date	Balance Remaining in Budget
Salary	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringe	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$2,600.00	\$0.00	\$0.00	\$0.00	\$2,600.00
Contractual	\$69,756.00	\$0.00	\$0.00	\$0.00	\$69,756.00
Other	\$2,680.00	\$0.00	\$0.00	\$0.00	\$2,680.00
Indirect	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00
TOTAL	\$75,786.00	\$0.00	\$0.00	\$0.00	\$75,786.00

NONFEDERAL (MATCH)

Match Budget Category	Match Budget	Prior Match per Category	Match this Invoice Period	Match Expenses to Date	Balance Remaining in Match Budget
Salary	\$46,028.00	\$0.00	\$0.00	\$0.00	\$46,028.00
Fringe	\$31,506.00	\$0.00	\$0.00	\$0.00	\$31,506.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other/Volunteer Time	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect (*)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$77,534.00	\$0.00	\$0.00	\$0.00	\$77,534.00
			Match Required to Date	\$0.00	
			Match (overage)/shortage	\$0.00	

* Can include recipient's actual indirect rate on match expenses plus the difference of actual rate less any unrecoverable indirect on federal expenses.

MAKE CHECK PAYABLE TO: Boone County Commission

I certify that to the best of my knowledge and belief the data above are correct, and that all outlays were in accordance with the grant agreement, and that payment is due and has not been previously requested.

DNR Project Manager Approval: (sign and date here)
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SUBMITTED BY: _____
 Financial Officer/Manager

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Financial Assistance Agreements
General Terms and Conditions

These general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements 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 recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl.

I. Administrative Requirements

- A. **Method of Payment.** The recipient will be reimbursed by the MDNR for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the MDNR original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the MDNR payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests must be received by the MDNR per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. 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 budget date.
1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement 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 and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The MDNR will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.

2. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

B. Retention and Custodial Requirements for Records. The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the MDNR or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient 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 five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.

C. Program Income.

1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.
2. Program income shall be deducted from total outlays to determine net allowable costs. With approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied.

For example, 50/50 share ratio agreement with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4,500 net financial assistance share.

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 necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. 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 financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement 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 recipient. Signature by both the MDNR and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the MDNR, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The MDNR will reimburse the recipient 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 financial assistance agreement may cause the recipient 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 noncompliance.

E. Financial Management Systems. The financial management systems of the recipient 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 financial assistance agreement;

2. Accounting Records. Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number (FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
 3. Internal Control. Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the "Standards for Internal Control in the Federal Government" and the "Internal Control Integrated Framework";
 4. Budget Control. Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;
 5. Allowable Costs. OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;
 6. Source Documentation. Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the MDNR's request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees;
 7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the MDNR and spent by the recipient.
- F. **Reporting of Program Performance.** The recipient shall submit to the MDNR a performance report for each program, function, or activity as specified by the financial assistance agreement 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, the federal awarding

agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.

- G. **Budget and Scope of Work Revisions.** The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:
1. For non-construction grants, the recipient 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 the simplified acquisition amount threshold.
 2. For construction and non-construction projects, the recipient 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 recipient 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. A recipient 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, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the MDNR. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.
 6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
 7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.

8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the MDNR in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from MDNR when:
 - a. The terms and conditions of the financial assistance agreement prohibit the extension.
 - b. The extension requires additional funds.
 - c. The extension involves any change in the approved objectives or scope of the project.
 - d. Carry forward unobligated balances to subsequent period of performance.
9. Extending the agreement past the original completion date requires approval of the MDNR.

H. **Equipment Use.** The recipient 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 recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the MDNR. The equipment shall not be moved from the State of Missouri without approval from the MDNR. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:

1. Title to equipment acquired under this financial assistance agreement will vest with the recipient 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 recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by 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 the recipient on notice that it believes assistance assets are not

- being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the MDNR's prior written approval.
- b. The recipient 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. User fees should be considered if appropriate.
 - c. The recipient must not use equipment acquired with funding from this financial assistance agreement 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, Program Income.
 - d. When acquiring replacement equipment, the recipient 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. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:
- a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. 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 recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and

coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.

- d. The recipient must develop adequate maintenance procedures to keep the property in good condition.
 - e. If the recipient 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 the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, the recipient shall dispose of the equipment as follows:
- a. Items of equipment with a current per-unit fair market value \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the MDNR.
 - b. For items of equipment with a current per unit fair market value of more than \$5,000, 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. Disposition instructions must be requested from the MDNR when equipment is no longer needed.
 - c. In cases where a recipient fails to take appropriate disposition actions, the MDNR may direct the recipient how to dispose of the equipment.
 - d. If the MDNR puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without MDNR's written approval.
- I. **Supplies.** The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial assistance agreement will vest, upon acquisitions, with the recipient. 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 recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement 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, Program Income.

- J. **Inventions and Patents.** If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the MDNR. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the MDNR reserves the right to file the same. The MDNR grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the MDNR. Payment of royalties by recipient to the MDNR will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. 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.
- L. **Prior Approval for Publications.** The recipient 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 financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the MDNR.
- M. **Mandatory Disclosures.** The recipient 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.
- N. **Procurement Standards.** The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
 - 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.

2. The recipient 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.
- O. **Audit Requirements.** The MDNR and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient 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.
- P. **Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the MDNR must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the MDNR obtains the research data solely in response to a FOIA request, the MDNR may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the MDNR and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- Q. **Conflicts of Interest.** The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement 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 recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient 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.

- R. **State Appropriated Funding.** The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement 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 financial assistance agreement, the recipient 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 financial assistance agreement.
- S. **Eligibility, Debarment and Suspension (SubPart C).** By applying for this financial assistance agreement, the recipient 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 Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the MDNR all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the MDNR immediately. The MDNR will not make any award or payment 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." The recipient may access the Excluded Parties List at www.sam.gov.
- T. **Restrictions on Lobbying.** No portion of this agreement 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 an assistance agreement; 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.

- U. **Recycled Paper.** Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient 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 assistance agreement and delivered to the MDNR. The

recipient 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.

- V. **Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.** In accordance with Missouri Executive Order No. 15-06 and federal administrative provisions, all recipients 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 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.
1. The recipient 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 financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - b. Ensuring that small and 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 small and minority business and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;
 - e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;
 - f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
 2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above.

3. For EPA funded financial assistance agreements, the recipient shall utilize EPA form 5700-52A to report to MDNR procurements under the financial assistance agreement.

W. **Disputes.** The recipient and the MDNR should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the MDNR will provide a written decision. Such decision of the MDNR shall be final unless a request for review is submitted to the division director within ten (10) business days after the decision. Such request shall include: (1) a copy of the MDNR'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 MDNR shall constitute final action.

X. **Termination**

1. **Termination for Cause.** The MDNR may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The MDNR shall promptly notify the recipient 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 agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.
2. **Termination for Convenience.** Both the MDNR and the recipient may terminate the financial assistance agreement, 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. Financial assistance agreements are not transferable to any person or entity.
4. MDNR and the recipient remain responsible for compliance with all closeout requirements.

Y. **Enforcement; Remedies for Noncompliance.** If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the MDNR may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;
 2. Disallow all or part of the cost of the activity or action not in compliance;
 3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
 4. Withhold further awards from the recipient;
 5. Order the recipient not to transfer ownership of equipment purchased with assistance 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.
- Z. **Subgrantee's Signature.** The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.
- AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement 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 agreement or subagreements 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), as amended, noncompliance that are available to the recipient under this agreement.
- BB. **Illegal Immigration.** Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes – RSMo 67.307 (2)). 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 (RSMo 285.525 – 285.530).
- 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 authorized as a direct cost of carrying out the scope of work.

DD. Federal Funding Accountability and Transparency Act (FFATA)

Requirements. If the original assistance agreement amount is less than \$25,000 and an amendment increases the award amount to \$25,000 or greater, the recipient must submit the following to the MDNR prior to MDNR signing the amendment (Subrecipient Informational Form):

1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;
2. A unique entity identifier of the entity receiving the financial assistance;
3. A unique entity identifier of the parent entity of the recipient; and
4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year

EE. Executive Compensation. If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the MDNR updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.

FF. Competency. The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.

II. Statutory Requirements

The recipient 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 agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the MDNR. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the MDNR any instance in which the recipient 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 financial assistance agreement or suspension or debarment of the recipient.

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, including Limited English Proficiency (LEP);
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 recipients 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.

ATTACHMENT B

BUDGET

Greater Bonne Femme Watershed-based Plan Development and Demonstration
Boone County Commission

August 1, 2018 – July 31, 2020

	319 Federal Funds	Nonfederal Match
Salary	\$ -0-	\$ 46,028
Fringe	-0-	31,506
Travel	-0-	-0-
Equipment	-0-	-0-
Supplies	2,600	-0-
Contractual	69,756	-0-
Other	2,680	-0-
Indirect	750	-0-
TOTALS	\$75,786	\$77,534
TOTAL PROJECT COST:	\$153,320	

ATTACHMENT C

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Federal Subgrants SPECIAL TERMS AND CONDITIONS

Any recipient employed under this agreement shall comply with the following special terms and conditions. It is understood that no recipient will receive payment unless the following conditions are complied with. These terms and conditions are in addition to all other terms and conditions contained in the financial assistance agreement.

I. PUBLIC INFORMATION GUIDELINE REQUIREMENTS:

1. The recipient must agree that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are being awarded, will include a statement of the percentage of the total cost of the program/project which is financed with Environmental Protection Agency (EPA) money, the dollar amount of EPA funds for the program/project, and that the funds are provided through the Missouri Department of Natural Resources (MDNR). On-the-ground projects must have a sign bearing this information and the names of other project partners.
2. All public information projects, including but not limited to, reports, publication, audio-visual products, website development, and materials developed for public distribution supported by this assistance agreement must meet MDNR's quality standards, as outlined in the style sheet (attached) and MDNR's style manual. All recommendations made by a departmental review of the publications must be followed by the recipient.
3. The recipient will provide to MDNR an electronic copy of final products produced under the award agreement including but not limited to: videos, project photos, final reports, education materials, water quality monitoring data, brochures, maps, education curriculum and materials, other print materials at requested, etc.
4. The recipient agrees that any reports, publications, audio-visual products, websites, and materials developed for public distribution supported by this assistance agreement shall include the following statement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency (EPA) and the Missouri Department of Natural Resources under assistance agreement (number) to (recipient). It has been subjected to the EPA and the department's product and administrative review and has been approved for production. The contents of this document do not necessarily reflect the views and policies of the EPA or the department, nor does the EPA or the department endorse trade names or recommend the use of commercial products mentioned in this document.”
5. These conditions above shall be followed unless otherwise specified in Attachment A-1, Terms of Agreement.

See also Attachment D, General Terms and Conditions for additional publication requirements.

II. ADMINISTRATION REQUIREMENTS:

1. Audit Requirements. Audits must report on fair presentation of the organizations financial statements in conformity with generally accepted accounting principles, the internal control structure, and compliance with applicable laws and regulations. The audits must be conducted in accordance with generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants.

The amended Single Audit Act of 1996 (revised June 27, 2003), which applies to all non-federal entities expending \$500,000 or more in federal awards in a fiscal year, takes effect for fiscal years beginning after December 31, 2003 and prior to December 26, 2014, in accordance with OMB Circular A-133. In accordance with section 200.501 of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F, the single audit threshold is \$750,000 for audit fiscal years after December 26, 2014. This statutory requirement supersedes any other effective date in federal agency guidance, so the same effective date will apply to all agencies and all recipients of federal funds.

- a. Universities and Non-Profit Organizations. Universities or Non-Profit recipients must submit a copy of an independent audit as prescribed in OMB Circular A-133 if applicable. If Circular A-133 does not apply, Universities or Non-Profit recipients having federal expenditures of \$500,000 or more in a fiscal year prior to December 26, 2014, must provide a copy of an independent auditor's report. For audit fiscal years after December 26, 2014, an audit is required when expenditures in a fiscal year are \$750,000 or more.
 - b. Government Organizations. Units of state or local governments must provide the department a copy of an independent auditor's report for expenditures of \$500,000 or more in a fiscal year prior to December 26, 2014. For audit fiscal years after December 26, 2014, an audit is required when expenditures in a fiscal year are \$750,000 or more.
 - c. Audit waiver. Grant awards primarily for the purchase of equipment (i.e., when equipment purchases make up 80% of the total project costs) will not require an audit irrespective of the amount of the award.
 - d. Review of Expenditures \$750,000 or less (or \$500,000 or less prior to December 26, 2014). The recipient may be asked to provide documentation of project activity, financial statements, reports of various aspects of compliance at the request of the department if their expenditures are less than the \$750,000 (or less than \$500,000 prior to December 26, 2014) threshold in a fiscal year. On-site monitoring and reviews by the department will be conducted if necessary that focus on compliance and controls over compliance. Any findings noted during the process will be handled in the same manner as any exceptions noted under a single or program-specific audit.
 - e. Recipients of federal funds, which can be reviewed by the MDNR, EPA, Inspector General, State Auditor, GAO, or their representatives, shall address all deficiencies identified in the review to their satisfaction. Recipients failing to address deficiencies identified in the review will not be eligible to receive any further funding, and may be required to repay any and all disbursements of federal grant funds awarded by the MDNR.
2. Bid Procedures. Bids for purchases of goods or services must be solicited whenever the total purchase is expected to cost more than \$3,000 from any one vendor.

The greater than \$3,000 bid limit is the limit established under the procurement requirements of the State of Missouri, Office of Administration, Purchasing Division. Therefore, the greater than \$3,000 limit will be used for any federal funds passed through to recipient or purchasing purposes within federal grant projects. If federal funds are passed from the recipient to any other participant to spend on the project, then the participant is to follow the same guidelines. A minimum of three bids is to be solicited.

A recipient of federal grant funds is required under Title 40 part 33 and/or 2 CFR Parts 200 and 1500, to make a “good faith effort” with disadvantaged business enterprises when procuring construction, equipment, services and supplies under an EPA financial assistance agreement. Minority and women business enterprises are to be solicited in the bid process whenever possible. The bidding process is mandatory for purchases reimbursed with federal grant funds as well as purchases used to meet required match commitments. Further bid procedure and purchasing guidelines are found in the appropriate OMB circulars of Administrative Requirement of Grants and Agreements under Competition and Procurement procedures.

3. Payment to Consultants – Participation in the salary rate (excluding overhead) paid to individual consultants retained by the recipient or by the recipient’s contractors or subcontractors shall be limited with federal funds to the maximum daily rate for Level IV of the Executive Schedule, available at: (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/#url=2015>), to be adjusted annually. (Recipients may pay more than this amount, however, not with federal funds.) This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Recipients with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

4. Travel. Travel will be conducted according to the recipient’s written travel policy and procedures with the following additional limitations imposed by the Grantee (MDNR) and conditions based on Internal Revenue Service guidelines:
 - a. Out-of-state travel must be approved in advance of travel by the designated MDNR Project Manager. Recipient must provide a written justification for the purpose of the trip and how it relates to the scope of the project. The recipient shall not incur out-of-state travel expenses on project business until receiving written approval by the MDNR Project Manager.
 - Travel expenses are limited to actual expenses that are “reasonable and necessary.” The method of travel shall be that which is more economical and advantageous to the grant funds.
 - For out-of-state trips in a vehicle where it makes more sense to drive than fly, meals will not be reimbursed unless the employee is in 12-hour or overnight travel status as specified below (b).
 - Travel by personal vehicle, instead of air travel, shall be limited to the recipient’s established mileage allowance as stated in their written travel policy (not to exceed the federal rate) plus any actual expenses that would have been allowed or provided if taking air transportation.
 - If traveling by air, the total allowable costs cannot exceed the reasonable coach fare available at the time to the same destination.
 - No meals, additional lodging, or incidentals will be reimbursed for personal extended stays while traveling.
 - Reimbursement for travel outside the state by train or bus instead of air travel shall be limited to the actual cost of the train or bus fare plus any actual expenses that would have been allowed or provided if taking air transportation.
 - b. Meal costs will be allowed during project related travel only if there are twelve or more continuous hours of travel involved. Recipient will indicate on the travel expense voucher “twelve hour travel status” and provide time records as supporting documentation. Twelve-hour travel status includes the allowable breaks for meals in the recipient’s travel policy.

Eligible meal is defined as follows:

- When overnight lodging is indicated:
 - Breakfast* – is eligible on the day of departure if travel status begins no later than 7:00 a.m. plus any other day until employee returns.
 - Lunch* – is eligible on the day of departure if travel status begins no later than 10:00 a.m. plus any other day where travel status continues past 2:00 p.m. until employee returns.
 - Dinner* – is eligible on the day of departure if travel status begins no later than 5:00 p.m. plus any other day where travel status continues past 7:00 p.m. until employee returns.
- When employee is in twelve-hour travel status, eligible meals are the same as above.
- When in overnight or twelve-hour travel status and attending a meeting or conference, you may claim the meal per diem for those meal times where you document that no meal was provided.

c. Reimbursement will be provided for reasonable meal and hotel expense as specified in the Federal Travel Regulations or recipient's Travel policy, whichever is less. The website link provided can be utilized as reference for Federal Domestic Per Diem Rates. (<http://www.gsa.gov/mie>).

5. Light Refreshments and/or Meals. Food purchases (other than eligible meals as described in the Travel condition above) for events, meetings, tours, field days, etc., shall not be purchased until receiving written approval by the MDNR Project Manager. The events must fit the scope of work and provide a benefit to the success of the project. Effective cost control is a management issue, therefore, subgrant recipients are expected to establish sufficient and effective controls to ensure agency provided food expenses are incurred only when appropriate and in conformance with this condition.

The MDNR may allow the recipient to provide light refreshments and/or meals in conjunction with official grant business and grant sponsored activities as described in the approved financial assistance agreement workplan. The recipient must obtain prior written approval from MDNR for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the MDNR Project Manager and include:

- 1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- 2) A description of the purpose, agenda, location, length and timing for the event; and
- 3) An estimated number of participants in the event and description of their roles.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

Recipients may address questions about whether costs for light refreshments and/or meals for events may be allowable to the recipient's MDNR Project Manager; however, the Federal Agency Award Official and/or MDNR Project Manager will make final determinations on allowability. Agency policy prohibits the use of EPA grant funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official and/or the MDNR Project Manager.

Specific parameters are outlined below with prior approval:

- 1) Recipients may purchase light refreshments and/or meals in conjunction with its official grant business functions when it is determined that providing light refreshments or beverage service (no alcohol permitted) will promote the efficient conduct of a specific project activity (i.e., field days, training sessions, board and commission meetings, demonstration tours).

- 2) During meeting breaks, light snacks and beverages may be provided. Costs for snacks and beverages should be at a nominal charge per person.
- 3) Official business functions must include more than just attendance of employees of the recipient's organization. Light refreshments and/or meals will not be allowed for the recipient's general staff meeting function of day-to-day operation.

6. Third-Party Volunteer Match (effective for projects awarded on/after January 1, 2011)

- a. Employees of other organizations: When an employer other than a grantee, subgrantee, or cost-type contractor furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay exclusive of the employee's fringe benefits and overhead costs. (2 CRF Part 200.306 (f))
- b. Volunteers performing tasks/duties outside of their professional capacity shall be valued at the rates listed below by labor category.

Four general categories have been created to capture the typical volunteer tasks/duties performed in subgrant projects. These rates will apply for volunteers meeting the criteria under b. above. The two references below will be used when updating these rates based on the most current data reported by the Independent Sector and the Bureau of Labor Statistics.

Independent Sector (http://www.independentsector.org/volunteer_time) The rate can change annually; therefore, check the website periodically for updated rates;

The Bureau of Labor Statistics (www.bls.gov/oes/current/oes_mo.htm) mean hourly wages are from the (last updated) March 29, 2013, Missouri State Occupational Employment and Wage Estimates. Please refer to this website for the most current wages for Missouri.

Technical Administration: (must show previous knowledge/education/skill level where applicable).

Examples: steering/stakeholder committee; Board of Directors; trained Stream Team Volunteer Water Quality Monitors; nutrient and pest management plan development/writer and soil testing; Geographic Information Systems (GIS) mapping/location; modeling

Wage: Current Independent Sector volunteer wage for the state of Missouri

Design: (must show previous knowledge/education/skill level where applicable).

Examples: best management practice (BMP) design; website development/design/maintenance; educational programs, curriculum design and/or educational presenter; and newsletter or brochure development.

Wage: Current Independent Sector volunteer wage for the state of Missouri

Laborer: Examples: BMP installation; e.g., rain garden planting, storm drain stenciling, tree planting, litter pick-ups; survey/data collector/documenting BMPs; set-up/take down.

Wage: (Use aggregate total of below three occupations as per the Bureau of Labor Statistics)

Building and Grounds Cleaning and Maintenance Occupations

- ❖ Occupation Code: 37-2012 – Maids and Housekeeping Cleaners (set-up/take down)
- ❖ Occupation Code: 37-3011 – Landscaping and Groundskeeping Workers

Transportation and Material Moving Occupations

- ❖ Occupation Code: 53-7081 – Refuse and Recyclable Material Collectors

Administrative: Examples: Clerical, e.g., reporting, mailings, receptionist, and other general office work;
Fiscal, e.g., invoicing, bills, documentation tracking, procurement, fiscal and fund reports, payroll,
minority business enterprises/women business enterprises (MBE/WBE) documentation.

Wage: (Use aggregate total of the below occupation as per the Bureau of Labor Statistics)

Office and Administration Support Occupations

- ❖ Occupation Code: 43-0000 – Office and Administration Support Occupations

These wages will be updated and provided to grant recipients as the sources of rate information is updated.

The Bureau of Labor Statistics has hourly wages by occupation that were used to determine the value of the specialized skills in section (b) above. The wages are based on Missouri specific wages.

(<http://www.bls.gov/bls/blswage.htm>)

7. Environmental Data. The recipient agrees, by entering into this agreement that it has demonstrated prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The recipient shall maintain competency for the duration of the project period of this agreement. A copy of the policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may be requested by contacting the MDNR Project Manager.

Organizations performing activities involving the use or generation of environmental data under covered assistance agreements awarded after May 14, 2013, and are expected to exceed \$200,000 (in federal funding) shall provide MDNR with:

- Quality documentation such as a quality management plan (QMP), and/or other documentation that demonstrates conformance to U.S. EPA quality program requirements;
and
- Demonstration of competency in the field(s) of expertise.

Demonstration of competency may include (but not be limited to):

- Current participation in accreditation or certification programs that are applicable to the environmental data generated under the Agency-funded assistance;
- Ongoing participation by the organization in proficiency testing (PT) or round robin programs conducted by external organizations;
- Ongoing U.S. EPA accepted demonstrations and audits/assessments of proficiency; and
- Other pertinent documentation that demonstrates competency (e.g., past performance to similar statement of work [SOW]).



EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Daniel K Atwill Presiding Commissioner
Typed Name & Title of Authorized Representative


Signature and Date of Authorized Representative

The public reporting and recordkeeping burden for this collection of information is estimated to average 15 minutes per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.