

District A SOLID WASTE MANAGEMENT DISTRICT
Financial Assistance Agreement - General Terms and Conditions

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IN CONSIDERATION for the extension of a financial assistance grant from funds made available by the State of Missouri, through the Department of Natural Resources, the District A Solid Waste Management District (DISTRICT A) and the Grantee agree as follows:

A. GRANT.

1. DISTRICT A hereby extends the Solid Waste Management Grant to the Grantee as identified in the Financial Assistance Agreement (FAA) by grant number, project and budget period, Grantee name, and project title and description.
 - a. Such grant is conditioned on the matching funds or cost share to be paid by the Grantee.
 - b. By execution of this FAA, the Grantee agrees that the matching funds or its cost share of the project are available and have been duly budgeted and appropriated for this project.
2. Such Grant is extended pursuant to the provisions of Section 260.330 and 260.335 of the Revised Statutes of Missouri, as amended and the regulations issued there under by the Missouri Department of Natural Resources.

B. PAYMENT OF GRANT FUNDS.

1. DISTRICT A will reimburse the Grantee for allowable and budgeted expenditures incurred in completion of the approved grant project as described by the FAA.
 - a. The Grantee shall report all project expenditures and/or expenses and submit requests for reimbursement using the invoice form attached to the FAA.
 - b. The Grantee shall fully complete and sign the invoice to request reimbursement.
 - c. The request shall identify the Grantee's share of matching funds and provide proof such payment was completed.
 - d. All expenditures in the invoice to DISTRICT A shall identify the budget category and line item that corresponds to the budget detailed in the FAA.
2. Grantees must follow use bids/proposals for purchases in accordance with RSMo 34.040 and 1 CSR 40-1. Proof of bids/proposals must be provided upon request to DISTRICT A.
 - a. \$0-10,000 - No bids required.
\$10,000-100,000 - Minimum of three informal bids required.
\$100,000 or more – Formal competitive bid required.
3. No reimbursement of expenses or expenditures will be made by DISTRICT A for expenditures or expenses incurred prior to the project start date or after the closing date of the FAA unless a prior written budget request or extension has been granted by DISTRICT A.
4. No reimbursement for buildings or equipment purchases for which DISTRICT A shall hold a security interest according to Section J will be made until proof of security interest is provided.
5. DISTRICT A shall retain fifteen percent (15%) of the grant funds until final completion of the grant project and Executive Board approval of the Grantee's final report and final accounting of project expenditures unless specifically agreed to by the DISTRICT A Executive Board by a majority vote during a regular meeting.
6. DISTRICT A has the option of making payment directly to a vendor instead of reimbursing the district Grantee, however, payment directly to the vendor does not relieve DISTRICT A's Executive Board from the requirement of retaining 15% of the project funds until completion and submittal of the final report and final accounting of expenditures. Grantee must provide proof of any matching funds required prior to direct payment by the DISTRICT A Executive Board.

C. RECORD RETENTION.

The Grantee shall retain all records and supporting documents identifying expenditures and expenses, project costs, and project completion for a period of five (5) years from the date of submissions of the final status report.

1. The retention period for equipment and building or site improvement records begins from the date of the disposition, replacement or transfer of the asset at the direction of the Missouri Department of Natural Resources or DISTRICT A.

2. Such documents and any other supporting documents or material shall be made available if requested by District A, the Missouri Department of Natural Resources, or the Missouri State Auditor's office throughout the period referenced under Record Retention or longer if the records are retained.
3. In the event that the Grantee should receive notice that any litigation, negotiation, audit, claim, suit, or other action involving the records shall have commenced within such five (5) year period, all such files and records shall be retained until the Grantee receives written notification from DISTRICT A or until the action is complete or the five-year period, whichever is longer.

D. GRANT PROJECT.

1. The Grantee shall use grant funds solely for the approved grant project. The project description contains the FAA and are incorporated herein by reference and made a part hereof.
2. Any use of grant funds for the payment of expenditures unrelated to the grant project, or unapproved by DISTRICT A, shall constitute a breach of the FAA for which DISTRICT A shall have the right to terminate this grant for cause in accordance with the provisions hereof.
3. Grant funds shall be reimbursed by the Grantee to DISTRICT A as required by DISTRICT A.

E. MATCHING FUNDS.

1. The approved grant project shall be funded partially by DISTRICT A and the Grantee. The amount of the Grantee's contribution to funding is identified in the budget detailed in this FAA.
2. In the event that the Grant Project should exceed the total cost approved by DISTRICT A, all additional expenditures shall be at the sole cost and expense of the Grantee.
3. By entering into this FAA, the Grantee agrees that it shall complete the grant project in accordance with the provisions of this FAA and its application for grant and shall pay any excess costs incurred.
4. The Grantee shall first make payments from its matching funds and provide proof thereof to DISTRICT A before grant funds may be used.
5. In the event that the grant project should be completed prior to the expenditure of all of the Grantee's matching funds identified in the Schedules hereto, the Grantee shall reimburse DISTRICT A the amount of such unused and unexpended portion of the Grantee's matching funds, and such payment shall be retained by DISTRICT A as repayment of excess grant funds.
6. DISTRICT A shall retain fifteen percent (15%) of the grant funds until final completion of the grant project, Executive Board approval of the Grantee's final report and final accounting of project expenditures.

F. ACCOUNTING.

The Grantee shall account for all funds expended in conjunction with the grant project including matching funds and grant funds.

1. The Grantee shall maintain accounting systems in form and content approved by DISTRICT A in accordance with generally accepted accounting principles, which shall incorporate appropriate controls and safeguards against improper use of funds.

2. All financial reports shall provide clear references to the project, fiscal transactions relating thereto, and expenditures, all properly documented with appropriate footnotes where necessary.
3. Accounting records must be supported by such source documentation as canceled checks, paid bills, payroll records, time or attendance records, contracts, agreements, award documents, and such other written records as DISTRICT A may from time to time be required.

G. REPORTING.

The Grantee shall submit to DISTRICT A no less often than quarterly a written report which shall identify the following:

1. Project Number.
2. Tonnage diverted in the previous quarter, listed by material.
3. Other measurable outcomes from the previous quarter.
4. Progress toward completion.

Reports shall be submitted to DISTRICT A within 30 days of the end of each fiscal quarter - September 30, December 31, March 31, and June 30.

Upon completion of the grant project, a final report shall be made by the Grantee not later than forty-five (45) days following the project closing date or with the next quarterly report. Upon approval of the final report, DISTRICT A shall advance any amounts of the grant theretofore retained pending final completion.

Grantees acquiring equipment from district grant funds and for which the District holds a security interest shall thereafter provide an annual waste material diversion tonnage report for a period of up to five (5) years after the expiration of the grant period, but no longer than a seven year period in total. The annual waste material diversion tonnage report shall be due to the district from the grantee by September 30 of each year.

H. TERMINATION FOR CAUSE.

DISTRICT A, upon prior written notice to the Grantee, shall terminate this FAA in the case of the following events:

1. The Grantee fails to comply with the provisions and agreements contained in the FAA.
2. The Grantee refuses to use the grant funds in accordance with the provisions of this FAA.
3. DISTRICT A determines that the use of grant funds are in violation of the law or regulations.

Any such notice of termination by DISTRICT A shall include a written statement of the reasons therefore together with an effective date. The Grantee shall have a period of five (5) days from receipt of such notice of termination to request a hearing before the Executive Board of DISTRICT A. In the event that such a request is made, the hearing shall be promptly held by the Executive Board of DISTRICT A, and the decision of such Executive Board shall constitute the final decision with respect to the termination of this FAA. Upon termination of the FAA for cause, all grant funds theretofore advanced or paid by DISTRICT A shall be repaid by the Grantee. No further grant funds shall be paid to or on behalf of the Grantee. This agreement is not transferable to any person or entity.

I. TERMINATION FOR CONVENIENCE.

DISTRICT A or the grantee may terminate the grant, in whole or in part, when the parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

This agreement is not transferable to any person or entity.

J. EQUIPMENT.

Subject to the obligations and conditions set forth in this section, the title to equipment acquired under this FAA will vest upon acquisition in the Grantee.

1. Use.
 - a. The grantee hereby agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement, and for five (5) years thereafter.
 - b. The Grantee shall not transfer, sell, or pledge any assets including equipment purchased using DISTRICT A monies during the term of the grant and for 5 years thereafter without first obtaining the prior written consent of DISTRICT A.
2. Management requirements.
 - a. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds the title, the acquisition date, and cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of 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. The Grantee shall annually submit a statement as provided by DISTRICT A certifying that the use(s) of said equipment is for project activities. Use(s) of said equipment for activities not related to the performance of services of this agreement must be reported in quarterly reports required by this agreement.
 - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
 - e. Adequate maintenance procedures must be developed to keep the property in good condition.
 - f. For all equipment purchased, in whole or in part, with DISTRICT A grant funds, the Grantee shall procure and maintain insurance covering loss or damage to equipment purchased with a Grantee award, with a financially sound and reputable insurer in such amounts and covering such risks as are usually carried by similarity situated companies engaged in the same or similar business.
 - g. When acquiring replacement equipment, the Grantee may use the equipment to be replaced as a trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment subject to the prior written approval of DISTRICT A.

3. Security Interest.

- a. The Grantee hereby grants to the district and assigns a security interest in all equipment purchased by the Grantee for \$5,000 or more with the use of grant funds in whole or in part.
 - b. The security interest in equipment owned by the Grantee shall be equivalent to the amount of funding provided by the district for the purchase of the equipment.
 - c. Unless DISTRICT A notifies the Grantee in writing of a material breach of the FAA or any other documents incorporated herewith, the security interest of DISTRICT A shall decrease at a rate of 25% of the provided funding per year, beginning one year from the purchase date shown on the equipment invoice as set forth in the FAA between DISTRICT A and the Grantee.
 - d. Grantee hereby covenants that it will not transfer, sell, or pledge DISTRICT A's security interest in the equipment as collateral for any indebtedness without first obtaining the prior written consent of DISTRICT A.
 - e. When the security interest is fully depreciated, DISTRICT A will, on written demand by the Grantee, send the Grantee a termination statement that DISTRICT A no longer claims a security interest in the financing statement (identified by file number).
 - f. If the equipment owned by the Grantee is purchased with grant funds and is required to be titled through the MDOR, DISTRICT A must be listed as a lien holder on said title.
 - g. The Grantee must provide DISTRICT A with a clear title to be held until the security interest (lien) has been fully depreciated. In the case of more than one lien holder, the Grantee must provide DISTRICT A with documentation that DISTRICT A is listed as a lienholder on the title.
 - h. If the equipment owned by the Grantee is purchased with grant monies and is not required to be titled through the MDOR, the Grantee must provide DISTRICT A with documentation that DISTRICT A is listed as a lien holder either on the certificate of title or UCC-1 form, whichever applies.
 - i. It is the responsibility of the Grantee to obtain the proper forms and meet all requirements regarding the use of such forms. This documentation must be obtained within 30 days of purchase.
4. Disposition. When the original or replacement equipment acquired under the grant is no longer needed for the project or program, disposition of the equipment will be made as follows:
- a. The Grantee shall not sell, give away, relocate, or abandon the assets including equipment without DISTRICT A's prior written approval.
 - b. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the SWMP or DISTRICT A.
 - c. For items of equipment with a current per unit fair market value of \$5,000 or more: When the equipment is owned by a Grantee, DISTRICT A shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by DISTRICT A's remaining interest in the equipment as established in this agreement.
 - d. When appropriate disposition actions are not taken by the equipment owners, DISTRICT A may direct the grantee on how to dispose of the equipment.

K. BUILDINGS OR SITE IMPROVEMENTS.

Building or site improvements are defined as including any structures or appurtenances of a permanent nature related to real estate, excluding movable machinery and equipment. Title to buildings or site improvements acquired under a grant will vest with the Grantee upon acquisition.

1. Use.
 - a. The Grantee agrees that any buildings or site improvements purchased pursuant to this agreement shall be used for the performance of services under the FAA during the term of the FAA. Notwithstanding anything to the contrary, contained in this agreement, the buildings or site improvements shall not be removed from the State of Missouri without the written approval of DISTRICT A.
 - b. The funding provided for buildings or site improvements specified in the FAA as negotiated with DISTRICT A shall be used for acquisition of the buildings or site improvements.
 - c. The Grantee shall not transfer, sell, or pledge any assets including buildings or site improvements purchased using grant monies during the term of the grant and for five (5) years thereafter without first obtaining the prior written consent of DISTRICT A.
 - d. The Grantee shall not sell, give away, relocate, or abandon the assets including buildings or site improvements without DISTRICT A's prior written approval.
 - e. Buildings or site improvements constructed or purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of the FAA, and for five (5) years thereafter.
 - f. Annually a statement must be submitted certifying that the use of said buildings or site improvements is for project activities. DISTRICT A shall provide and use a form for such a statement.
2. Management Requirements. The Grantee's procedures for managing buildings or site improvements whether acquired in whole or in part with grant funds, will, at a minimum, meet the following requirements until disposition takes place:
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the buildings or site improvements. Any loss, damage, or theft shall be reported to and investigated by local authorities.
 - b. For all buildings or site improvements purchased, in whole or in part, with SWMF, the Grantee shall procure and maintain insurance covering loss or damage to buildings or site improvements, with a financially sound and reputable insurer in such amounts and covering such risks as are usually carried by similarly situated companies engaged in the same or similar business.
3. Security Interest.
 - a. The Grantee hereby grants to the district, its successors, and assigns a security interest or lien in all buildings or site improvements purchased or constructed by the Grantee for \$5,000 or more, in whole or in part, with grant monies.
 - b. For such buildings or site improvements to be owned by the Grantee, DISTRICT A must be granted a security interest or lien and be listed as the lien holder.
 - c. The Grantee shall complete a deed of trust or certificate of title, whichever applies, and return a copy of such document along with the FAA packet to the district. The security interest or lien shall be equivalent to the amount of funding provided by DISTRICT A.

- d. The Grantee hereby covenants that it will not transfer, sell or pledge DISTRICT A's security interest in the buildings or site improvements as collateral for any indebtedness whatsoever without first obtaining the prior written consent of DISTRICT A.
 - e. If the Grantee is granting the security interest to DISTRICT A, the Grantee must provide DISTRICT A a copy of the documentation showing that DISTRICT A is listed as a lien holder either on the certificate of title or the deed of trust. Unless DISTRICT A notifies the Grantee in writing of a material breach of the FAA or any documents incorporated herewith, the security interest of DISTRICT A may decrease at a rate of 25% per annum, beginning one year from the date the financing statement is fully executed as set forth in the FAA between DISTRICT A and the Grantee.
 - f. When the security interest is fully depreciated, the secured party will, on written demand by the debtor, send the debtor a termination statement that a security interest in the financing statement is no longer claimed.
4. Disposition. When a building or site improvement acquired by the Grantee is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, the building or site improvement shall be disposed of as follows:
- a. Buildings or site improvements with a current fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to DISTRICT A.
 - b. For a building or a site improvement with a current fair market value of \$5,000 or more; when the building or a site improvement is owned by a Grantee, DISTRICT A shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the district's remaining interest in the building or a site improvement.
 - c. When appropriate disposition actions fail to be taken by the building or site improvement owner; for Grantee owned buildings or site improvements, DISTRICT A may direct the Grantee on how to dispose of the building or site improvements.
 - d. If the building or site improvement owner is put on notice by DISTRICT A that grant assets are not being used for the intended purpose, then; for Grantee owned building or site improvements, the Grantee shall not sell, give away, move, relocate, abandon, or dispose of the asset without DISTRICT A's prior written approval.

L. USE OF DISADVANTAGED BUSINESS ENTERPRISES.

The Grantee agrees to take all necessary affirmative steps required to assure that Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are used when possible as sources when procuring supplies, Equipment (incl. bins, carts, receptacles, containers, dumpsters, etc.), construction, and services related to this Grant FAA. The Grantee agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:

1. Placing qualified MBE/WBE on solicitation lists;
2. Ensuring that MBE/WBE are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by MBE/WBE;
4. Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by MBE/WBE;
5. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and

6. Requiring any prime contractor or other Grantee, if sub-agreements are made, to take affirmative steps in subparagraphs a. through e. of this section.

Grantees shall use procurement procedures that conform to standards set forth in the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, or Other Non-Profit Organizations", or 34.040, RSMo, State Purchasing and Printing, as applicable.

M. GRANTEES CONSIDERED TO BE HIGH RISK.

Special terms and conditions may apply to Grantees considered "high risk" in accordance with 260.335.5, RSMo.

DISTRICT A may determine a Grantee is "high risk", if the Grantee has a history of unsatisfactory performance; is not financially stable; has a management system which does not meet the management standards set forth in these general terms and conditions; has not conformed to terms and conditions of previous awards; or is otherwise not responsible. If DISTRICT A determines that an award will be made during the "high risk" designation period, special conditions and/or restrictions shall be set to correspond to the high-risk condition and shall be included in the award. Special conditions or restrictions may include payment on a reimbursement basis; withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period; requiring additional, more detailed financial reports; requiring additional project monitoring; requiring the Grantee to obtain technical or management assistance; or establishing additional prior approvals.

If DISTRICT A decides to impose such conditions, DISTRICT A will notify Grantee as early as possible, in writing, of the nature of the special conditions/restrictions; the reason(s) for imposing the special conditions/restrictions; the corrective actions which must be taken before the special conditions/restrictions will be removed and the time allowed for completing the corrective actions; and the method of requesting reconsideration of the special conditions/restrictions imposed.

N. CONFLICTS OF INTEREST.

No party to this grant, nor any officer, agent, or employee of either party to this grant, shall participate in any decision related to such grant which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The Grantee is advised that no state employee or former state employee, as defined in Chapter 105, RSMo, shall perform any service for consideration paid by the Grantee 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 for any person, firm or corporation after termination of his or her office or employment in relation to any case, decision, proceeding or application with respect to which he or she was directly concerned or in which he or she personally participated during the period of his or her service or employment with the state.

O. ELIGIBILITY, DEBARMENT AND SUSPENSION.

By applying for this award, the Grantee verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws including those referenced below and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notices of Violation (NOV)) at the time of application.

1. If compliance issues exist, the Grantee shall disclose to DISTRICT A all pending or unresolved violations noted in an NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the past two years in the State of Missouri.
2. DISTRICT A will not make any award at any time to any party which is debarred or suspended under federal or state authority or is otherwise excluded from or ineligible for participation in federal assistance under Federal Executive Order 12549, "Debarment and Suspension."
3. The Grantee shall complete a Debarment/Suspension form when required by DISTRICT A. Furthermore, the Grantee is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a state funded grant.

P. REMEDIES FOR NONCOMPLIANCE.

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

1. Suspend or terminate, in whole or part, the award or grant of current or future funds;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Temporarily withhold cash payments pending Grantee's correction of the deficiency;
4. Withhold further awards from the Grantee;
5. Compel the repayment of funds provided to the Grantee pursuant to the award or grant;
6. Order the Grantee not to transfer ownership of assets purchased with district grant funds without prior DISTRICT A approval; or
7. Pursue any other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment with respect to the Grantee.

Q. STATUTORY REQUIREMENTS.

DISTRICT A and Grantees must comply with all federal, state and local laws relating to environmental compliance, employment, nondiscrimination, construction, and research. Failure to abide by these laws, or their implementing regulations, may trigger the remedies for noncompliance set forth in Section P above. A copy of state and federal laws that typically apply to grants from DISTRICT A and MDNR may be requested from DISTRICT A.

R. EMPLOYMENT

1. Pursuant to RSMo 285.530 (1) as a condition for the award of any grant, contract, or subcontract in excess of five thousand dollars, no grantee, grantee contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

2. The grantee, contractor or subcontractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
3. Pursuant to section 285.530, RSMo, if the grantee, contractor, or subcontractor meets the section 285.525, RSMo definition of a “business entity,” the grantee, contractor or subcontractor must affirm the grantee's, contractor's or subcontractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein.
4. The grantee, contractor or subcontractor shall complete applicable portions of Attachment C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Attachment C must be completed, notarized, and submitted prior to award of grant, contract, or subcontract.
5. If the grantee, contractor or subcontractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the Missouri Department of Natural Resources or DISTRICT A has reasonable cause to believe that the grantee, contractor, or subcontractor has knowingly employed individuals who are not eligible to work in the United States, the Missouri Department of Natural Resources or DISTRICT A shall have the right to cancel the grant, contract, or subcontract immediately without penalty or recourse and suspend or debar the grantee, contractor or subcontractor from doing business with the Missouri Department of Natural Resources, DISTRICT A or State of Missouri. The Missouri Department of Natural Resources or DISTRICT A may also withhold up to twenty-five percent of the total amount due to the grantee, contractor, or subcontractor.
6. The grantee, contractor, or subcontractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

S. Identification of the District A Solid Waste Management District (DISTRICT A).

Grantees should identify the District as a funding source on all grant projects for public distribution or in public view. Vehicles and/or equipment (bins, carts, receptacles, containers, dumpsters, etc.) purchased with grant funds should include a sticker, magnetic sign, engraving, or the like bearing the name of the District (District A Solid Waste Management District) as well as the Department of Natural Resources (DNR) logo.

The General Terms and Conditions are offered and accepted effective upon signature of the Financial Assistance Agreement.