

MISSOURI
LAND AND WATER CONSERVATION FUND

ADMINISTRATIVE GUIDE
FOR
PROJECT SPONSORS

Updated 1/21/2014



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
GRANT MANAGEMENT SECTION
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INTRODUCTION

This manual is designed to help you administer your Land and Water Conservation Fund (LWCF) grant project. A summary of the federal laws and regulations you need to comply with is included. The manual does not discuss state or local regulations, which may affect the administration of your grant. It is your responsibility to ensure that you comply with state and local laws.

Careful attention should be given to the information presented on this CD, since deviations from these guidelines may jeopardize reimbursements of your costs. If you have any questions, please call the Grant Management Section at (573) 751-8462 or 751-0848.

The Federal Land and Water Conservation Fund Act provides financial assistance for site planning, acquisition, and / or development of outdoor recreation lands and facilities. Financial assistance is provided in the form of 45% reimbursable matching grants. LWCF grants reimburse you for 45% of the cost of your project. This means that you must be able to pay for your entire project and then you bill the federal government to recover 45% of your expenses. A detailed explanation of reimbursement and billing statements is included in this guide.

The fund is administered at the federal level by the National Park Service (NPS). The functions of NPS include the review and approval of LWCF projects submitted by the states, the interpretation of the LWCF Act and procedures, the development of technical assistance programs in the areas of outdoor recreation, the development and maintenance of a nationwide outdoor recreation plan, and the administration of historic, archaeological, and natural resource programs.

In Missouri, the LWCF Program is administered by the Department of Natural Resources. The responsibilities of the Department include the allocation of LWCF monies to individual projects and the establishment of procedures and guidelines for the administration of the fund.

The daily administration of the program has been delegated to the Missouri State Parks, Grants Management Section staff (GMS). The GMS staff is verifying compliance with the Statewide Comprehensive Outdoor Recreation Plan (SCORP). This plan is a requirement of the LWCF Act and a prerequisite for each state to receive the grant funding. The GMS staff serves as the liaison between your governmental organization, DNR and the National Park Service. Project sponsors normally have no direct contact with NPS, and you should direct all questions concerning your particular project to the GMS staff.

We on the GMS staff understand that some of the federal compliances may be confusing, especially if you have not previously administered an LWCF grant, and your best effort will be appreciated. When in doubt, please check the index to this guide for quick reference to your

problem area. Our primary concern is a well-administered and complete recreation site for your community. Please feel free to call us at (573) 751-8462 or 751-0848.

IMPORTANT TERMS TO KNOW

Project Boundary

The LWCF Act prohibits changing the use of the area within an LWCF project boundary from outdoor recreation to other uses. The boundary is that part of your recreation area which was submitted to and approved by the National Park Service (NPS) to be developed or acquired with an LWCF grant. It will usually include the entire park area. Converting the use of an LWCF funded outdoor recreation area to another use is prohibited without prior approval from the NPS.

Cultural resources

Cultural resources are defined as historic, architectural, or archaeological resources of local, regional, or national significance.

Donation

Is a gift of land and /or money to the project sponsor from any individual or group **OTHER THAN A PUBLIC AGENCY**. The deed to a land donation must not be accepted or recorded prior to the date of federal approval on that donation project.

Force Account

The uses of your agencies work crews, equipment, or materials in the completion of your project.

Project Agreement

Is a contract between you and the State of Missouri that stipulates the terms and conditions of your grant. The agreement includes the grant amount, scope, time frame, and the general provisions that apply to all projects. It is important that you do not incur any development or acquisition expenses before this agreement is signed or they will not be reimbursable. Only pre-approval planning costs are reimbursable. These planning and design costs will be discussed in detail.

Project Amendment

Is a revision in the original project agreement. The amendment is subject to the approval of NPS. Changes may include revisions in scope, deletion of funds, or extension of the project period.

Project Period

The period of time stipulated in the project agreement in which you will complete the project. All costs must be incurred within the project time period in order to be eligible for reimbursement, unless you have obtained a project amendment.

Reimbursement

A payment you can receive for up to 45% of your costs for a project from the federal government. To receive this, you must submit adequate documentation of your expenditures prior to reimbursement. An explanation of the reimbursement process and copies of the necessary forms are contained in this guide for your use.

Types of Projects

DEVELOPMENT: involves the building of new facilities or the renovation of existing recreation facilities.

DONATION / DEVELOPMENT: involves the donation of land or money. The value of this donation is used as all or a portion of the local share of the cost of a development project.

ACQUISITION: involves the purchase of the land rights for outdoor recreation use. Rights acquired may include fee simple title, recreation or scenic easements, and long-term leases with the federal government, or, in some cases, another public agency.

DONATION / ACQUISITION: involves the donation of land or money. The value of this donation is used as all or a portion of the local share of the cost of acquiring recreation land.

LAND & WATER CONSERVATION FUND PROJECT AGREEMENT
For State Agencies and Political Subdivisions
SPECIAL TERMS AND CONDITIONS

The following special terms and conditions shall apply in addition to the Department of Natural Resources General Terms and Conditions.

A. Definitions

1. The term “NPS” as used herein means the National Park Service, United States Department of the Interior, which is the federal granting agency.
2. The term “Director” as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
3. The term “Manual” as used herein means the Land and Water Conservation Fund Manual.
4. The term “project” as used herein means the State of Missouri represented by the Department of Natural Resources.
5. The term “State” as used herein means the State of Missouri represented by the Department of Natural Resources.
6. The term “Secretary” as used herein means the Secretary of the Interior or any representative lawfully delegated the authority to act for such Secretary.
7. The term “State Liaison Officer” as used herein means the person who is responsible for the LWCF Program at the state level and communicates with the NPS.
8. The term “State Agency” as used herein means the Missouri Department of Natural Resources.
9. The term “Political Subdivision” as used herein includes, but is not limited to, any city, county, school district, incorporated town or village, or soil and water district when acting under powers granted by State Statute, in the State of Missouri.
10. The term “Recipient” as used herein means the State Agency or Political Subdivision to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State.

B. Assurance

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund assistance project creates an obligation to maintain the property

described in the project agreement consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto those recipients of assistance will use moneys granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation inventory. It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

1. The Recipient agrees that it will meet the following specific requirements.
2. The Recipient agrees that the property described in the project agreement and the dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location. This replacement land becomes subject to Section 6(f) (3) protection. The approval of conversion shall be at the sole discretion of the Secretary, or his designee. Prior to the completion of this project, the State Liaison Officer and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event that the NPS provides Land and Water Conservation Fund assistance for the acquisition and / or development of property subject to reversionary interests with full knowledge of those reversionary interests, conversion of said property to other than public outdoor recreation uses as a result of such reversionary interest being exercised is approved. In receipt of this approval, the Recipient agrees to notify the State Liaison Officer of the conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions. The Recipient further agrees to effectuate such replacement within a reasonable period of time, acceptable to the National Park Service (NPS), after the conversion of property takes place. The provisions of this paragraph are also applicable to: leased properties acquired and / or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by all the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

3. The Recipient agrees that the benefit to be derived by the United States from the full compliance by the Recipient with the terms of this agreement is the preservation,

protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The Recipient agrees that payment by the Recipient to the State of an amount equal to the amount of assistance extended under this agreement by the State would be inadequate compensation to the State for any breach by the Recipient of this agreement. The Recipient further agrees, therefore, that the appropriate remedy in the event of a breach by the Recipient of this agreement shall be the specific performance of this agreement.

4. The Recipient agrees to comply with the policies and procedures set forth in the Land and Water Conservation Fund Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
5. The Recipient agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements.
6. The Recipient agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

C. Nondiscrimination

1. The Recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that Title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall on the ground of race, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any property or facility acquired or developed pursuant to the project agreement. The Recipient shall immediately take any measures necessary to effectuate this provision. This assurance shall be binding on the State or any political subdivision or other appropriate public agency to which Fund assistance or property acquired or developed with Fund assistance has been transferred for public recreation purposes.
2. The Recipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

3. The Recipient shall comply with the regulations and guidelines promulgated pursuant to the Civil Rights Act of 1964 by the Secretary of the Interior and the National Park Service.
4. The preceding paragraph is interpreted to provide further that, when Federal assistance is extended to any part within a system, including those parts receiving Federal assistance, the entire system is subject to the obligations and prohibitions imposed by Title VI of the 1964 Civil Rights Act and the provisions of the Code of Federal Regulations, Title 43, Part 17.
5. The Recipient shall not discriminate against any person on the basis of residence, except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence as set forth in the Manual. Fees charged to non-residents may not exceed twice that charged to residents. Preferential reservations or annual permit systems solely for local residents are prohibited.

D. Applicable Federal Circulars

The Recipient shall comply with applicable regulations, policies, guidelines and requirements including 43 CFR Part 12.41 – 12.92 (Administrative Requirements and Cost Principles for Assistance Programs), A-87 (Cost Principles for State and Local Governments), and A-128 (Audits of State and Local Government) as they relate to the application, acceptance and use of Federal funds for this federally assisted project.

E. Project Application

1. The application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The Recipient possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Recipient to act in connection with the application and to provide such additional information as may be required.
3. The Recipient has the ability and intention to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

F. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

2. The Recipient shall execute and complete the approved project in accordance with the time schedule set forth in the project proposal. Failure to render satisfactory progress or to complete this or any other project which is the subject of Federal assistance under this program to the satisfaction of the Director and / or State Liaison Officer may be cause for the suspension of all obligations of the United State and / or the State of Missouri under this agreement.
3. The Recipient will require the facility be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), DOI Section 504 Regulations (43 CFR Part 17), and the Uniform Federal Accessibility Standards. The Recipients will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
4. The Recipient shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
5. In the event the project covered by the project agreement, including future stages of the project, cannot be completed in accordance with the plans and specifications for the project; the Recipient shall bring the project to a point of recreational usefulness agreed upon by the State Liaison Officer and Director or his designee.
6. All significant deviations from the project proposal shall be submitted to the State Liaison Officer prior to commencement of construction.
7. Development plans and specifications shall be provided to and approved by the State Liaison Officer prior to commencement of construction.
8. The Recipient will provide for and maintain competent and adequate architectural / engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and such other information as the State may require.
9. The Recipient will comply with the terms of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the applicable regulations and procedures implementing such Act for all real property acquisitions and, where applicable, shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
10. In addition to those laws noted above and in the Department of Natural Resources General Terms and Conditions, the Recipient will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; Executive Order 11990 relating to the protection of wetlands; the Clean Water Act – Section 404: River and Harbor Act of 1899, Section 10 regarding any work or structure in, over or under navigable waters or the discharge of dredged or fill material into rivers, streams, lakes, and wetlands. The Recipient will comply with the Emergency Wetlands Resource Act of 1986 (PL 99-645); the Fish and Wildlife

Coordination Act (16 U.S.C. Sec. 661, 662); and the Endangered Species Act of 1973.

11. The Recipient will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the State of the receipt of any communication from the Director or the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA.

The Recipient agrees to comply with all applicable standards, orders, regulations issued pursuant to the Clean Air Act of 1970 and to insert this clause into any contract or subcontract in excess of \$100,000.

12. The Recipient will comply with Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469-a et. seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CRF Part 800.8) by the activity, and notifying the Federal granting agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal granting agency to avoid or mitigate adverse effects upon such properties. The Recipient will comply with Executive Order 12185, Conservation of Petroleum and Natural Gas, and other pertinent acts that may be promulgated.

G. Construction Contracted for the Recipient Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (A-102 Uniform Rule), and with the provisions of the Land and Water Conservation Fund Manual.
 - a. Copies of plans, specifications, and contracts shall be submitted to the State for review prior to start of the bid process or contract award. All contracts over \$10,000 must include contractor compliance documentation provided in the Land and Water Conservation Fund Manual.
 - b. Contracts for purchase of materials, equipment, supplies, or construction in excess of \$25,000 shall be awarded through a process of competitive bidding involving formal advertising, with adequate purchase description, sealed bids, and public openings. Copies of all advertisements, bids, and a copy of the contract shall be retained for audit purposes.
 - c. Contracts for purchase of materials, equipment, supplies, or construction in excess of \$10,000, but less than \$25,000 shall be awarded in accordance with the Recipients' normal procedures, except that they must include documentation

assuring compliance with the provisions of the Land and Water Conservation Fund Manual.

- d. The Recipient shall provide notice of contract awards to the Director of Office of Federal Contract Compliance Programs (OFCCP) within ten (10) days after the award (notice includes name, address, and telephone number of contractor, employer identification number, dollar amount of contract, estimated starting and completion dates, contract number, and geographical area in which the contract is to be performed. For more information go to www.dol.gov/ofccp/ or see regulation 41 CFR 60-4.2.
2. The Recipient shall insure that contractors engaged in Federally assisted construction contracts provide data and reports to the appropriate OFCCP regional office as required or requested and that they include the above required documentation in contracts with subcontractors.
3. The Recipient shall insure that the provisions of the Equal Opportunity Clauses are followed for construction contracts involving force account labor.
4. The Recipient shall (1) comply with the above provisions in construction work carried out by itself, (2) assist and cooperate actively with the Secretary of the Interior and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the above contract provisions and with the rules, regulations and relevant orders of the Secretary of Labor, (3) obtain and furnish to the Secretary of the Interior and the Secretary of Labor such information as they may require for the supervision of such compliance, (4) enforce the obligation of contractors and subcontractors under such provisions, rules, regulations, and orders, (5) carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the Secretary of the Interior pursuant to Part II, Subpart D of Executive Order No. 11246, as amended, and (6) refrain from entering into any contract with a contractor debarred from Government contracts under Part II, Subpart D, of the Executive Order No. 11246, as amended. In addition, the Recipient agrees that the State Liaison Officer may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant; refrain from extending any further assistance to the Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Recipient; and refer the case to the Department of Justice of appropriate legal proceedings.
5. Land and Water Conservation Fund projects are exempt from compliance with the Davis-Bacon Act per Section 675.3.2C of the Land and Water Conservation Fund Manual. However, Missouri state prevailing wages must be used.

H. Project Costs

1. Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in the Manual and OMB Circular A-87.

2. The agreement may include the use of the indirect cost rate currently approved, in accordance with Circular A-87 for the State that is a part to this agreement. An administrative surcharge may be required to match the indirect costs recovered from federal funds for the administration of the Land and Water Conservation Fund grant program. If an administrative surcharge is initiated under this agreement, the Recipient will be responsible for providing the 55% match to the indirect costs recovered from federal funds at the time of reimbursement of project costs.
3. The Recipient shall promptly submit such reports and documentation as the Director and / or State Liaison Officer may request.
4. Properties and facilities acquired or developed with Fund assistance shall be available for inspection by the Director of State Liaison Officer at such intervals as the Director of State Liaison Officer shall require.
5. The project shall be acquired, developed, and managed in accordance with the terms of this agreement and in compliance with the Land and Water Conservation Fund Manual.

I. Project Termination

1. The Recipient may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the Recipient only by mutual agreement of the State Liaison Officer and the Director.
2. The State may terminate the project 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 conditions of the grant. The State will promptly notify the Recipient in writing of the determination and the reasons for the termination, together with the effective date. Payments made to Recipients or recoveries by the State under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
3. The State may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Recipient shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The State may allow full credit to the Recipient for the Federal share of the non-cancelable obligations, properly incurred by the Recipient prior to termination.
4. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State Liaison Officer and the Director or that all funds provided by the National Park Service be returned.

J. Reimbursement Schedule

1. Claims for reimbursement shall be submitted within ninety (90) days of the end of the project period or within ninety (90) days of completion of the project, whichever comes first, State Liaison Officer may terminate obligation for reimbursement.

K. Utility Wires

1. The Recipient must (1) place all new electrical wires under 15KV and telephone wires underground, and (2) take all reasonable steps to bury, screen, or relocate existing overhead lines at development or acquisition projects. In no case shall mass recreation use areas be located under electric wires.

Chapter 1: Land Acquisition Process

No land may be purchased until after project approval by the National Park Service. The acquisition for property must occur within the stated project period stated in your project agreement. Generally purchases should be made within one year of grant approval. Title to the property cannot be transferred until federal approval has been received and the requirements described below have been met.

All acquisitions must conform to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

- Real property acquisition. The Uniform Act seeks to ensure that owners of real property to be acquired for federal and federally-assisted projects are treated fairly and consistently, to encourage and expedite acquisition by agreements with such owners, to minimize litigation and relieve congestion in the courts, and to promote public confidence in federal and federally-assisted land acquisition programs.
- Displaced persons. The Uniform Act seeks to ensure that persons displaced as a direct result of federal or federally assisted projects are treated fairly, consistently, and equitably so such displaced persons will not suffer disproportionate injuries as a result of projects designed for the benefit of the public as a whole. In this regard, the provisions of the Uniform Act and its implementing regulations apply to state and local government agencies receiving federal financial assistance for public projects that require the acquisition of real property regardless of funding source. The acquisition itself does not need to be federally funded for the rules to apply.

Methods of Acquisition

Acquisition of land and water, or interests therein, may be accomplished through purchase, eminent domain, transfer, gift, or other means.

- Every reasonable effort should be made to acquire real property expeditiously by negotiated purchase.
- Condemnation should not be advanced or delayed to induce an agreement on price. If an agreement in price cannot be reasonably negotiated, the project sponsor, if authorized by law, can institute condemnation proceedings. If lands are acquired by judicial proceedings, the price determined by the court will be accepted by NPS in lieu of State approved appraised value.
- Donations for real property are required to have an appraisal to determine value of donation. When property is purchased for less than appraised value the difference can be used as a donation.

Acquisition Procedures

The following steps must be followed before title to the property may be transferred; steps 4, 5, and 6 may be omitted for full donations.

1. Before the application process you should make contact with landowner regarding availability of the property and secure permission to appraise. Obtain information on the owner's and any tenant's eligibility for relocation benefits.
2. Have the land appraised according to the Uniform Appraisal Standards for Federal Land Acquisitions by a state certified general appraiser. The landowner must be given the opportunity to accompany the appraiser.
3. Submit the appraisal for approval by the Division of State Parks/Grant Management.
4. If a partial taking would leave the owner with an uneconomical remnant the sponsor shall offer to acquire the entire property.
5. In determining the boundaries of a project the sponsor should take into account human considerations, including the economic and social effects of the acquisition and subsequent development on owners and tenants in the adjacent area, in addition to engineering and other factors.
6. Offer to purchase the property for the approved appraised value using the Statement of Just Compensation and Offer to Purchase in the Appendix. Also inform the landowner and any tenants of their eligibility for relocation benefits.
7. Negotiate the selling price.
 - a. If the owner wishes to donate part of the land's value, the acquisition will be considered a partial donation and the owner needs to complete the Waiver of Right of Just Compensation in the Appendix. Similarly, if a person to be relocated does not want reimbursement for relocation expenses, that person needs to sign a similar waiver for these benefits.
 - b. In cases where the sale price is negotiated higher than the appraised value, a Statement of Difference in Value may be submitted to the Department of Natural Resources as justification for the higher price. LWCF assistance may be provided for the increased amount, but is not guaranteed.
 - c. If the property is obtained through eminent domain, the court award will be the basis for the LWCF assistance.
8. An option to purchase may be obtained once the price has been determined for a negotiated purchase.
9. Obtain title insurance or an abstract opinion, and then title to the land. The purchaser will pay for the land, closing, and incidental acquisition costs and any relocation benefits.

10. A reimbursement request may be sent with the required documentation. See page 6 for reimbursement checklist. See Chapter 4 for Reimbursement Procedures.

Appraisals

A formal appraisal must be completed and reviewed by a designated appraiser approved by Missouri State Parks/Grants Management Section on all acquisition projects. Your appraisal must be consistent with the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA). <http://www.justice.gov/enrd/land-ack/Uniform-Appraisal-Standards.pdf>

Because the appraisals for federal government acquisitions purposes, including federally-assisted acquisitions, are bound by federal law relating to the valuation of real estate, it is necessary to apply the UASFLA as warranted by the conditions of the federal appraisal assignment.

- The property owner must be given an opportunity to accompany the appraiser on the site. The appraisal documentation should contain evidence that this requirement was met.
- A ten (10) year history of ownership is necessary.
- Appraisal must be made within one (1) year of purchase or appraisal must be updated prior to sale.

Relocation of Displaced Persons

In the case of relocation of displaced persons, the following must be submitted:

- An estimate of the number of individuals, families, businesses, and farms being displaced.
- Relocation plan, advisory services program, and appeals procedure where displacement occurred.
- Copy of written offer to purchase including a *Statement of Just Compensation*.
- Appraisal documentation including review material.
- Evidence that the occupants of the property were informed of their eligibility to payment under Title II of the Uniform Act.

APPRAISAL CHECKLIST

(Adapted from “Uniform Appraisal Standards for Federal Land Acquisitions” based on Interagency Land Acquisition Conference – 1973 – “Yellow Book”)

PREFACE

1. Copy of Specifications and Checklist provided to appraiser prior to start.
2. Checklist attached.
3. A copy of the Preliminary Title Report, Opinion of Title or Commitment for Title Insurance attached.
4. Deed restrictions as found in the Preliminary Title Report, etc., included in appraisal.
5. Appraiser advised of legal description of subject property.

FORMAT

1. Bound report.
2. Pages numbered.

PART I – INTRODUCTION

1. Title page.
2. Letter of transmittal.
3. Table of contents.
4. Photographs (should include at least the front elevations of the subject, any major improvements, and any unusual features. There should also be views of abutting properties on either side, and the property directly opposite the subject property. Views of each comparable sales property must also be included. Original color photographs should be used in each copy of the appraisal rather than photocopies of the original photos. All graphic material shall contain caption).
5. Statement of assumptions and limiting conditions.
6. References.

PART II – FACTUAL DATA

7. Purpose of appraisal and definition of market value.
8. Legal description.
9. Area and neighborhood data.
10. Property Data
 - A. Site (soil, topography, minerals, etc.).
 - B. Improvement and conditions.
 - C. Equipment.
 - D. History (Ten year history conveyance).
 - E. Assessed value and annual tax load.
 - F. Insurance (if applicable, give estimated rate per thousand and the annual cost of adequate insurance, but not necessarily the present coverage, for any improvements on the site).
 - G. Title restrictions / easements / other fee interests.
 - H. Zoning.
 - I. Hazardous waste statement.

PART III – ANALYSIS AND CONCLUSIONS

11. Definition and analysis of highest and best use.
12. Land value.
13. Value estimate.
 - A. Cost Approach.
 - B. Income Approach.
 - C. Comparative (Market) Approach.
14. If appraisal of a “partial taking”, appraiser must appraise the entire ownership, and then deduct the value of the remainder for value. Severance damage shall be estimated, if applicable.
15. Interpretation and correlation of estimates.
16. Affidavit and statement of owner notification, accompaniment, valuation date and value established.
17. Location map (within city or area).
18. Comparative sales data map. (This map must be of sufficient detail as on a regional map, community map, and neighborhood map with both the subject property and each comparable property clearly identified so as to allow the properties to be easily found during the required on-site inspections by the reviewing appraiser.)
19. Details of the comparative sales data. (All sales must be verified by the buyer, seller, broker, or other knowledgeable person.) The following items must be a part of the comparable sales identification:
 - A. Name of grantor and grantee.
 - B. Legal / size description of comparable and street address or location description.
 - C. Deed book, page number and county.
 - D. Type of instrument (warranty deed, contract).
 - E. Date of instrument.
 - F. Date of sale.
 - G. Reservations, exceptions, deed restrictions, if noted.
 - H. Value of state transfer tax affixed to the instrument.
 - I. Sales consideration and terms.
 - J. Zoning classification of comparable sales.
 - K. Soil types of comparable sales.
 - L. Sales confirmed with grantee, grantor, or broker.
 - M. Highest and best use of each comparable sale.

Additional documentation data having a major bearing on valuation of the subject property may include:

- Quantity and quality of attached mineral rights.
 - Quantity and quality of attached water rights.
 - Quantity, quality, and legal description(s) (or maps of functional boundary of attached leases, allotments, etc.).
20. Plot plan. *
 21. Floor plan. *
 22. Other pertinent exhibits (location sketches of easements, other fee interests, etc.).
 23. Qualifications.

* All maps and plans may be bound as facing pages opposite the description, tabulation, or discussions they concern.

LAND ACQUISITION PROJECTS Reimbursement Checklist

At the initiation of negotiations and prior to actual transfer of title, the following items must be obtained:

1. Letter of Intent to Donate (if applicable).
2. Appraisal documentation including review material and written approval of the appraisal report.
3. Documentation showing that the owner or his designated representative has been given an opportunity to accompany the appraiser during his inspection of the property;
4. Written offer to purchase – a statement from the city to the landowner offering to purchase his property for its appraised value.
5. Statement of just compensation signed by the landowner.

If the property owner is willing to sell for less than the appraised value, the following additional document must be obtained prior to transfer of ownership:

6. Waiver of Just Compensation signed by the landowner.
7. Statement of Difference in Value if purchase price is greater than the approved appraisal of fair market value.

Upon completion of the acquisition and the subsequent transfer of ownership, the project sponsor must secure:

8. Evidence of Title. For example, general warranty deed or special warranty deed.
9. Title insurance or an attorney's opinion of title vested in the name of the project sponsor.
10. Property map showing legal boundaries protected under 6(f) of the LWCF program.
11. Cancelled check showing payment to the landowner (copy of both sides).
12. Appraisal review invoice.
13. Cancelled check showing payment to the review appraiser (copy of both sides).
14. Billing statement.
15. Copy of project account.
16. Relocation assistance and payment documentation:
 - a. Evidence that occupants of property acquired were furnished adequate information explaining their eligibility to relocation assistance and payments at the time of initiation of negotiation.
 - b. Relocation Plan, advisory services program and appeals procedure, if appropriate.
 - c. Relocation and assistance claims forms and supporting documentation, if appropriate.

After acquiring the real property as set forth in the project agreement, one copy of the above documents must be forwarded to GMS with your request for reimbursement.

Once these documents have been reviewed and approved by GMS, your reimbursement request will be processed for payment.

Please complete and include one copy of this checklist with your reimbursement documentation.

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

1. Purpose. This section provides guidance for the application of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulations found in the Code of Federal Regulations, Part 24 (49 CFR Part 24) to federally assisted projects through the Land and Water Conservation Fund (LWCF).

a. Displaced persons. The Uniform Act seeks to ensure that persons displaced as a direct result of federal or federally assisted projects are treated fairly, consistently, and equitably so such displaced persons will not suffer disproportionate injuries as a result of projects designed for the benefit of the public as a whole. In this regard, the provisions of the Uniform Act and its implementing regulations apply to state and local government agencies receiving federal financial assistance for public projects that require the acquisition of real property regardless of funding source. The acquisition itself does not need to be federally funded for the rules to apply

b. Real property acquisition. The Uniform Act seeks to ensure that owners of real property to be acquired for federal and federally-assisted projects are treated fairly and consistently, to encourage and expedite acquisition by agreements with such owners, to minimize litigation and relieve congestion in the courts, and to promote public confidence in federal and federally-assisted land acquisition programs.

2. Documentation requirements for displaced persons. The following are required documentation to be submitted for any acquisition that causes displacement of persons.

a. An estimate of the number of individuals, families, businesses, and farms being displaced.

b. Appraisal documentation including review material.

c. Copy of the written offer to purchase including a statement of just compensation.

d. Relocation Plan, advisory services program, and appeals procedure where displacement occurred.

e. Statement of difference in value if the purchase price is greater than the approved appraisal of fair market value.

f. Documentation showing the owner or owners' designated representative has been given an opportunity to accompany the appraiser during his inspection of the property.

g. Evidence that occupants of the acquired property were furnished adequate information explaining their eligibility to payments under Title II of the Uniform Act at the time of initiation of negotiations.

h. Copies of waivers where applicable.

i. Appropriate claims forms and supporting documentation.

j. Evidence of purchase price and of title.

3. Real property acquisition

a. Methods of acquisition. Acquisition of land and water, or interests therein, may be accomplished through direct voluntary purchase, gift, transfer, eminent domain, or other means. The NPS encourages public policies and procedures for the acquisition of real property that are fair and consistent, and directed toward giving the property owner the full measure of compensation authorized by law, promptly, with a minimum of inconvenience, and without prolonged negotiation or costly litigation. Federally assisted acquisitions shall be guided by the policies found in Title III of the Uniform Act.

(1) The Federal Government will not obtain a legal right or title to any area or facility acquired with LWCF assistance.

(2) Evidence of title, such as a written statement by the State Attorney General, title insurance, or other means considered reasonable and adequate must accompany requests for reimbursement.

(3) Satisfactory evidence of the purchase price and a description of the character and nature of the title received by the project sponsor must be included before requesting reimbursement.

(4) A survey will be taken to confirm the exact location and size of the tract being acquired.

b. State responsibility. The State will have responsibility for providing guidance to appraisers on appraisal requirements for federally-assisted acquisitions, for ensuring appraisals are reviewed by state-certified review appraisers pursuant to the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), and for approving appraisals. The State must certify the appraisals meet the federal appraisal standards as described in below.

c. Appraisal standards. The Uniform Appraisal Standards of Federal Land Acquisitions (UASFLA), commonly referred to as the “Yellow Book,” shall be used by state and local appraisers in the preparation of appraisals for federal LWCF-assisted acquisitions, donations if used for a federal match, and land exchanges for conversions. Because the appraisals for federal government acquisitions purposes, including federally-assisted acquisitions, are bound by federal law relating to the valuation of real estate, it is necessary to apply the UASFLA as warranted by the conditions of the federal appraisal assignment.

d. Appraisal value estimate under \$25,000. If the State determines an appraisal is unnecessary because the valuation problem is uncomplicated and the estimated value of the real property is \$10,000 or less based on a review of available data, the State may

unilaterally waive the appraisal and instead prepare a waiver valuation. The State is permitted to raise the waiver valuation cap up to \$25,000 provided the acquiring agency offers the owner the option to have an appraisal, and the owner elects to have the agency prepare a waiver valuation instead. Thus, the State may increase the \$10,000 cap to \$25,000 with the consent of the landowner. The person preparing the waiver valuation must have sufficient understanding of the local real estate market to be qualified, and shall not have any interest, direct or indirect, in the real property being valued for compensation.

e. Conflict of interest. No person shall attempt to unduly influence or coerce an appraiser, review appraiser, or waiver valuation preparer regarding any valuation or other aspect of an appraisal, review or waiver valuation.

f. Basis for LWCF matching assistance. The project sponsor must secure at least one appraisal by a qualified appraiser or document the value using the waiver valuation method for each parcel to be acquired. Generally, the fair market value (FMV) or waiver value will be used as the basic measure of LWCF assistance on acquisitions. LWCF assistance shall be based upon evidence of this value.

g. Acquisition by donation. An appraisal prepared according to the UASFLA or a waiver valuation is required for all projects involving the donation of real property or interests therein for determining the federal matching share.

(1) Partial donations/Acquisition at less than just compensation. Only in unusual circumstances (e.g. bargain sales, donations, etc.) will real property be acquired at less than established just compensation as determined by an approved appraisal. For partial donations, documentation must include evidence the owner has been provided with a statement of just compensation. A written statement by the owner that he is making a partial donation is also required.

(2) To determine the amount eligible for matching a LWCF project, an approved appraisal is still necessary.

h. When request for LWCF assistance is different than appraised value. An appraisal should be an acceptable estimate of property value if competently compiled by a qualified appraiser. However, it cannot be assumed to be an absolute statement of value. The approved appraisal value is the basis for establishing the amount of just compensation offered to the owner (seller) at the initiation of negotiations. The negotiation between a willing seller and a willing buyer will often set a price that is higher than the appraisal, and this market place value must be considered with the appraised value in establishing the reasonable limits of LWCF assistance. When the State believes the administrative settlement is an adequate indication of market value, yet it is higher than the approved appraised value, a detailed and well documented statement on this difference with all pertinent appraisal documents must be submitted before reimbursement is requested. This statement should explain why the appraisal may not reflect the market value and what steps the project sponsor took to establish the value, and include adequate market data to substantiate the value conclusion. If the NPS agrees the administrative settlement represents a reasonable

estimate of the property, that amount will be eligible for assistance.

i. Acquisition of less-than-fee interests. In certain instances the purchase of less than fee title may be permissible. The acquisition of easements, rights-of-way, etc., will be viewed in the same light as full takings. Documentation of value by appraisals will be the same. The project proposal should adequately explain why lesser interests are to be acquired.

j. Judicial decisions. When lands are acquired through judicial proceedings, the price determined by the court will be accepted by NPS in lieu of any previous NPS or State approved appraised value.

Chapter 2

DEVELOPMENT / RENOVATION PROCEDURES

Once the project agreement has been signed and returned to GMS, you may begin the development of your project. Specific requirements concerning contracts, the bidding process, the purchase of materials, and the use of force account labor, materials, and equipment are included in this section to aid you in overseeing the construction process.

The specific contract compliance language that must be included with your bid specification packets and contracts for compliance with the federal requirements are included at the end of this section.

Eligible Costs

Professional Services

Environmental Assessments, Cost estimates, Archaeological work, construction plans and specifications, preliminary design drawings, and site surveys are all eligible costs. Planning costs incurred within three years prior to federal approval and within the project period are allowable costs. Invoices stating what services the consultant performed and copies of the cancelled checks must be retained for reimbursement purposes.

Construction Services

Includes demolition and excavation

Construction maybe carried out through contract labor with a third party or force account using grantee equipment and labor.

Supplies and Materials

Maybe purchased after grant is approved or used from in-house stock. You must retain invoices and cancelled checks to document your costs for reimbursement.

Equipment

The cost of renting or using your own construction equipment is an eligible expense. Only those costs associated with the construction of facilities in your project scope are eligible for reimbursement.

Plans, Specifications and Contracts

Prior to beginning your construction, all plans and specifications for your project must be reviewed by GMS. If a single vendor does not receive more than \$25,000 for construction

materials, then that portion of your project does not have to be formally (sealed) bid. However price or rate quotes must be obtained from an adequate number of qualified sources and efforts must be made to use minority business enterprises.

The grantee shall comply with Executive Order 12432, Minority Business Enterprise Development, as follows:

It is the national policy to place a fair share of purchases with minority business firms of matching requirements and anything else of pertinence.

A list of ME/WBE may be found on the Office of Administration Web Site <http://oeo.mo.gov/> Contracts that total more than \$10,000 to a single vendor or contractor must include contract compliance assurances and language listed below.

Federal Contract Compliance

All expenditures made to a single vendor in excess of \$10,000, including purchase orders and contracts for construction materials, supplies, and equipment must include specific language reflecting the requirements of numerous federal laws and regulations. The required provisions can be found in Chapter 5 and in the Missouri Department of Natural Resources General Terms and Conditions attached in this guide. In addition, you must advise your vendors and contractors of their responsibilities which are listed under Contractor / Vendor Responsibilities below.

Equal Employment Opportunity Contract Compliance.

Include the following in solicitation for offers and bids on federally assisted construction contracts over \$10,000 (not required for newspaper or advertisements):

“Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity”, includes goals which are to be inserted by contracting officer or applicant.

“Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity” and goals are included in the contractor compliance packet.

“Standard Federal Equal Employment Opportunity Construction Contract Specification

For construction contracts over \$10,000, the following must be included in the contract:

“Equal Opportunity Clause.” (This may be included by reference – see Section IX, Page 14).

“Standard Federal Equal Opportunity Construction Contract Specification” (See Section IX, Page 19).

“Certification of Non-Segregated Facilities” signed by prime contractor and subcontractor. (See Section IX, Page 22).

Review of Plans and Specifications by GMS

The plans and specifications of all contracts \$10,000 and over for your project must be reviewed and approved by GMS before you begin construction. This will help to ensure that your project is in compliance with federal and state regulations and avoid final inspection and reimbursement problems. Note that GMS review and approval of plans and specifications does not relieve you of responsibility for full compliance under the law. Our comments are not exclusive, but are intended to assist you in detecting glaring deficiencies and to reduce compliance problems.

Design Standards

Trails should be designed and built according to the Uniform Federal Accessibility Standards and the Americans with Disabilities Act Accessibility Guidelines as much as possible. At a minimum, the trailhead, support facilities and a significant portion of the trail must meet these standards. The “Design Guide for Accessible Outdoor Recreation” should be available from the Architectural and Transportation Barriers Compliance Board in final form.

Facilities intended for use as bicycle transportation facilities should meet or exceed the Guidelines in AASHTO’s “Guide for the Development of Bicycle Facilities”.

Signs must conform to the “Manual on Uniform Traffic Control Devices and Standard Highway Signs (MUTCD)”. Note that the MUTCD Chapter IX deals with bicycle facilities, and the latest version of “Standard Highway Signs” allows some variable dimensions for trail signs.

“Notification of Contract Award ”

Provide notice of contract awards subject to these provisions to Director of OFCCP within ten (10) days after the award. The U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), requires that they be notified when a federally assisted contract in excess of \$10,000 is awarded. This section, page 9 contains a “Notification of Contract Award” form developed by GMS for your use. To be in compliance with federal EEO requirements you must submit this form to the Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor WITHIN TEN (10) DAYS FOLLOWING YOUR CONTRACT AWARD. The form must be sent to the following address:

U.S. Department of Labor for OFCCP
230 South Dearborn Street, Room 570
Chicago, Illinois 60604
312-596-7010 (Main)
312 596-7044 (Fax)
(877) 889-5627 (TTY-National Office)

A copy of the completed form should also be forwarded to GMS. Please note that this is a federal requirement to the U.S. Department of Labor and is in addition to Missouri State Division of Labor requirements.

“Debarment and Suspension”

Contracts shall not be awarded to contractors or subcontractors who are debarred or suspended or are otherwise ineligible to participate in federal assistance programs, nor may LWCF recipients make purchase from suppliers who are debarred or suspended. You will find instructions to check on current debarred or suspended contractors by going to the Department of Labor website at <http://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>.

The contractor or vendor must sign a “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion” form which must be submitted with your contract. Copies of the certification form and completion instructions are included at the end of this section. Failure to comply with this requirement could result in nonpayment of your reimbursement request.

Refrain from entering into contracts with contractors debarred from federal contracts or federally assisted construction contracts by the Secretary of Labor.

Contractor / Vendor Responsibilities

Your contractor or vendor is responsible for complying with a number of federal regulations. These regulations can be found at <http://www.dol.gov/compliance/topics/eo-grants.htm>. As discussed above, all expenditures made to a single contractor or vendor in excess of \$10,000, including purchase orders and contracts for construction, materials, supplies, and equipment must include the EEOC and MDNR General Terms and Conditions included in this guide.

EEO-1 Reporting Requirements

Each contractor and subcontractor who employs 50 people or more and is awarded a bid amounting to \$50,000 or more must file a Standard Form 100, Employer Information Report (EEO-1), to the Joint Reporting Committee by September 30th annually. This is an on-line reporting system and maybe competed at <http://www.eeoc.gov/employers/reporting.cfm>.

Failure of the contractor to file timely, complete, and accurate reports is grounds for the imposition of sanctions by the U.S. Department of Labor.

Restrictions on Lobbying

Contractors must also comply with Public Law 101-121 regarding restrictions on lobbying which generally prohibits use of federally appropriated funds to influence or lobby for federal contracting and financial transactions. (Contract awards in excess of \$100,000, of which

\$100,000 is derived from federal funds, must include (1) “Certification Regarding Lobbying” form; (2) if any funds other than federally appropriated funds have been paid or will be paid to influence or lobby for federal contracts and financial transactions, Standard Form LLL “Disclosure Form to Report Lobbying” must also be provided by the contractor or subcontractor.)

Allow OFCCP personnel access to site, records, and employees for purpose of determining the contractor’s compliance status.

Sanctions

In the event of non-compliance with the provisions of EEO requirements, sanctions outlined in Section 303(b) of Executive Order 11246 and 41 CFR 60-1.4(b) may include one or all of the following actions:

1. Cancellation, termination or suspension, in whole or in part of the grant.
2. Refraining from extending any further assistance to the project sponsor until satisfactory assurance of future compliance has been received.
3. Referring of the case to the Department of Justice for appropriate action.

Complaints

States and local project sponsors receiving complaints alleging violation of Executive Order 11246, as amended, by contractors or by any of their subcontractors shall promptly transmit such complaints to the appropriate Department of Labor, Regional Office (Office of Federal Contract Compliance Programs).

Competitive Bidding Process

The federal government requires that all purchases and / or construction contracts from a single vendor for more than \$25,000 must be awarded through the competitive sealed bidding process. The following steps outline the bidding procedures and contract requirements:

1. Comply with established standards of conduct;
 2. Allow sufficient bidding time;
 3. Advertise publicly for bids;
 4. Solicit bids from two or more competent, responsible suppliers;
 5. Make an effort to utilize minority and women’s business enterprises and procure goods and services from labor surplus areas;
 6. Open bids publicly at the time and place stated on the invitation for bids;
 7. Provide written notice of award to the lowest bidder when the contract is awarded;
- and

8. Send Notification of Award to OFCCP.

You must provide this office with a bid tabulation, a copy of your federal notification of contract award to the U.S. Department of Labor, a copy of all advertisements with an affidavit of publication, and a copy of the signed contract that includes the Certification of Non-Segregation and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion and references to the other contractor compliance requirements included in your bid package.

See “Reimbursement Procedures” (Chapter 3) regarding the checklist of required documentation. Preparation at this stage will ease the reimbursement process.

Advertise for Bids

1. Your advertisement for bids should be published in one or more of the following types of newspapers: a newspaper having at least county-wide distribution; a regional newspaper; or trade papers (e.g. St. Louis Daily Record, Kansas City Daily Record, Dodge Reports).
2. Advertisement must be published a reasonable number of times and it must include your project name and description; your project number (found in the project agreement); and the following statement of federal participation: “Federal funds will be used to assist in the development of this project”. It must also clearly state the percentage of the total cost of the project which will be financed with federal money and the dollar amount of the Land and Water Conservation Fund grant award.
3. All bidders must include a signed copy of the “Certification of Non-Segregation” form and a “Certification Regarding Debarment and Suspension” form with their bid. These forms are found at the end of this chapter. A copy of these forms is also included in the separate handout of contract compliances that you will attach to contracts in excess of \$10,000.

Receive and Tabulate Bids

1. All bids must remain sealed until the bid opening.
2. The bids should be opened and tabulated at a public meeting (e.g. your city council meeting, school or park board meeting).
3. Any or all bids may be rejected if there is a sound documented reason.

Approval of a Proposed Contractor

1. Submit a copy of the bid tabulation and a copy of the bid from the contractor you are recommending to receive award of the contract to GMS. Normally the lowest bid must be accepted. Justification for acceptance of a no-bid contract or

awarding of a contract to other than the lowest bidder is subject to the approval of GMS.

2. If only one bid was received, you must provide evidence in the form of meeting minutes that the single bidder is to receive the bid. A copy of the minutes must be sent to GMS.

Approval of Contract Documents

A copy of all contracts over \$25,000 must be approved by GMS before you and the contractor sign the document. Once the contract is approved, it may be signed and a “Notice to Proceed” can be issued to the contractor. Send a copy of the signed contract and any subsequent change orders to GMS. Be sure at this point to send a Notification of Award to the U.S. Department of Labor, Office of Federal Contract Compliance (OFCCP) and send a copy to GMS. Remember your contract must include the federal contract compliance language discussed previously verbatim or by reference to the bid document compliance language and a signed “Certification of Non-Segregation” and “Certification Regarding Debarment and Suspension”.

In-House development procedures

Force Account Labor

Force account labor occurs when you use your own employees to assist with a development project. Reimbursement is available for 45% of your employees’ regular hourly rate plus fringe benefits. To claim reimbursement for force account labor costs, the following procedures apply:

1. You must comply with the provisions of the “Equal Opportunity Clause”.
2. A Monthly Time Record form must be completed for each employee each month (Chapter 3).
3. Time record sheets should reflect only the hours worked on your project. The description of work must be tied directly to facilities identified in the project scope. Both the employee and his or her supervisor must sign the time sheet.
4. Each monthly time record must be accompanied by copies of cancelled payroll checks for the same period and an employee’s earnings record which shows rate of pay, gross pay, and deductions for the pay period. A computer payroll register may be substituted for the cancelled check earnings record.
5. Fringe benefit costs may be documented with copies of invoices and cancelled checks. Fringe benefit reports must indicate the percentage each fringe benefit is of gross salary.

Using Your Own Equipment.

1. Operating Expenses – direct operational costs including fuel, oil, operator’s time, repairs, and other expenses associated with your equipment’s use on a project are allowable costs. You will need to provide cancelled checks and invoices to substantiate your operating expenses.
2. Equipment Use Rates – the federal government has developed approved equipment use rates. To find out the rate for your equipment, you need to contact GMS.
 - a. To verify that the equipment is owned by your organization, you must provide a copy of the invoice for each piece of equipment. A copy of the certificate of title may be substituted for the invoice.
 - b. Timesheets (Chapter 3) are needed for each piece of equipment showing the month and days the equipment was used, the number of hours used per day or miles driven (depending on how the rate is defined), a description of the work done, and signatures of the operator and his or her supervisor.
 - c. To recover direct operating costs in lieu of a flat equipment use rate, you must submit invoices and copies of cancelled checks for those costs.

Temporary Signing Requirements

All development projects exceeding \$500,000 TOTAL DEVELOPMENT COSTS should have a sign erected during the construction phase acknowledging the use of federal funds in the project. Unless precluded by local signing ordinances, each sign must be at least two feet by three feet and include the source, percent, and dollar amount of all federal and local monies involved in funding your project.

NOTIFICATION OF CONTRACT AWARD

This form should be completed by the project sponsor and submitted to the Department of Labor Area Office within ten (10) days of award of a contract or subcontract in excess of \$10,000.

A. Sponsoring Government Unit

Name _____
Street Address _____
City _____
State _____ Zip _____

B. Contractor or Subcontractor

Name _____
Street Address _____
City _____
State _____ Zip _____
Telephone _____

C. Employee Identification Number (SSN) _____

Dollar Amount of Contract _____

D. Estimated Starting and Completion Dates of Contract: _____ to _____

E. Contract Number _____

F. Geographic Area in Which Contract is to be Performed, County _____

Return Completed Form to: U.S. Department of Labor for OFCCP
230 South Dearborn Street, Room 570
Chicago, Illinois 60604
312-596-7010 (Main)
312 596-7044 (Fax)
(877) 889-5627 (TTY-National Office)

Also please send a copy to: Grant Management Section
Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102-0176

U.S. Department of the Interior

**Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary
Exclusion**

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, NW, Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Tel. #).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Signature

Date

Name and Title of Signer (please type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 100

Chapter 3

REIMBURSEMENT PROCEDURES

Eligible Costs

In order for costs to be eligible for reimbursement, they must meet the conditions listed below:

Costs must be incurred within the project period. This is the date identified on your project agreement. The exception to this is pre-approval planning costs or land acquired under a waiver of retroactivity. Project costs must relate directly to the recreation facilities identified in the project scope of your agreement and must match the cost categories in your grant application budget. You may contact GMS regarding eligibility of costs you have questions about.

Reimbursement Process

Once a reimbursement request has been approved by GMS, it may take from 60 - 90 days for you to receive payment. A carefully prepared reimbursement request will help GMS to process your request quickly.

A. Partial Reimbursement

You may submit up to four reimbursement requests over the life of your project. No reimbursement will be made for less than \$7,500 (billing costs of \$16,666) and at least 25% of the construction must be completed at the time the first request is submitted. Special considerations made be made for smaller projects, please notify our office if you would like to submit a partial reimbursement for projects less then \$30,000. No more than 75% of the total project costs will be reimbursed until the project is completed and the final inspection has determined that the project meets all requirements.

B. Final Reimbursement

A request for final reimbursement may be made only after all facilities listed in the project scope of the project agreement are complete and in place. As stated above, final reimbursement will not be made until all project components are completed in accordance with requirements. Close out procedures are discussed in Chapter 4 of this guide.

C. Documentation

Documentation will be required with your reimbursement request. If you provided some of these documents to GMS previously, duplicate copies are not needed. You should retain a copy of ALL documentation sent to GMS for your files. Not all documents will be applicable to every project, however all projects must include the following documentation:

1. Quarterly Reports must be submitted throughout the project life cycle. These should be submitted regardless if any work is completed during the quarter. Most grantees will have sent in 6-8 quarterly reports over the life of their project. A blank Quarterly Report form can be found on page 12.
2. Billing statement signed by the proper official requesting release of funds (see page 13 of this section for a blank form).
3. Project account sheet itemizing all charges and a description of use (see pages 8 -11 of this section for a blank form and instructions).
4. Copies of invoices stating project number and copies of proof of payment such as cancelled checks or credit card statements.
5. Detailed plans and specifications (submitted to GMS prior to construction).
6. Documentation shown on the checklist that is applicable to your project. The three different types of projects are:
 - a. Development Projects (page 4)
 - b. Acquisition Projects (page 6)

Use the reimbursement checklist / procedures which are pertinent to your project type and submit the appropriate documentation.

The following items are required when filing your final reimbursement request.

1. Flood Insurance – when flood insurance is required, evidence that the insurance has been purchased as necessary (such as a copy of the policy).
2. As-Built Site Map – two copies of the as-built site map should be submitted when your project is completed.
3. 6(F) Boundary Map-A final map showing legal park boundaries, park acreage and/or dimensions, and surround streets. This will be the land protected under the Land and Water Conservation Act in perpetuity for outdoor recreation.

Force Account Labor

1. Time record sheets must be prepared monthly (as costs are incurred) for force account labor used during the construction period. Time record sheets should reflect only the hours worked on your project. The description of work must be tied directly to facilities identified in the project scope. The time sheet must be signed by both the employee and his / her supervisor.

2. Each monthly time record must be accompanied by copies of payroll checks for the same period and an employee's earnings record, which shows rate of pay, gross pay, and deductions for the pay period. A computer payroll register may be substituted for the check earnings record.
3. Fringe benefit costs may be documented with copies of invoices and checks. Fringe benefit reports must indicate the percentage each fringe benefit is of gross salary.

Copies of blank, individual monthly time records are available upon request from GMS. A blank form is included on page 15, preceded by a completed sample form on page 14, for your reference.

Donations

All donations should be documented as follows.

1. A signed letter from the donor showing amount donated.
2. Time sheets for donated labor signed by the worker and sponsor verifying work completed.
3. Invoices for donated materials showing what was donated and value of product.
4. Signed "Waiver of Just Compensation" for property donations.

Final Site Inspection

A representative from GMS staff will conduct an on-site inspection of your project prior to processing your final reimbursement request. The purpose of the inspection is to ensure that the terms of the project agreement are met and that all construction has been completed. In addition, any facilities built with help from a grant will be inspected to ensure that they are accessible to the physically handicapped. Any necessary corrections must be made before final reimbursement will be made.

LAND DEVELOPMENT PROJECTS
Reimbursement Checklist

Land development and construction can be done through a contractor or using In-house labor and supplies. The following list is required documentation needed for reimbursement of your development/renovation project.

- 1. Detailed plans and specifications (submitted to the Grant Management Section “GMS” for review and approval prior to the solicitations of bids).

For all construction and vendor contracts (including all purchases from a particular vendor) which are in excess of \$10,000: (Note: Bid Ad and Bid Tab required only when project competitively bid.)

- 2. Evidence that the contract was competitively bid (newspaper ad with affidavit of publication).
- 3. Tabulation of bid received.
- 4. Copy of bid accepted.
- 5. Signed certification of non-segregation.
- 6. Signed certification regarding debarment and suspension.
- 7. Certification and disclosure forms regarding lobbying (if over \$100,000 in federal funds).
- 8. Signed contract and change orders.
- 9. Notification of contract award to U.S. Department of Labor.
- 10. Contractor’s work statement.

For projects where employees, supplies and equipment of your agency are used:

- 11. Completed individual monthly time record. Descriptions of work performed, hours worked and signatures of supervisor and employee are necessary for each pay period.
- 12. Cancelled check showing payment from your agency to the employee for the time period described. If the request is for the gross wage paid to the employee, itemized payroll deductions must accompany each cancelled check and must show rate of pay or a copy of a computer payroll register showing these items must be provided.

- ❑ 13. Invoice and proof of payment for supplies and materials purchased by your agency for this project. Sales tax paid by your agency is not a reimbursable cost and should not be part of the total costs submitted for reimbursement. Invoices and/or checks should be marked with the project grant number.
- ❑ 14. Invoice and cancelled check for the operation and maintenance costs of agency owned equipment, which is used for this project. Sales tax paid by your agency is not a reimbursable cost and should not be part of the total costs submitted for reimbursement.

Required document for both types of projects.

- ❑ 15. Signed agreement with professional engineer / architect if applicable.
- ❑ 16. Picture of temporary sign posted when total construction costs are in excess of \$500,000.
- ❑ 17. Copies of contract billings, project invoices, time sheets etc. showing costs of project, all documentation must include the grant number.
- ❑ 18. Copies of cancelled checks showing payment of costs associated with project.
- ❑ 19. Billing statement.
- ❑ 20. Copy of project account sheet.

If the billing materials are approved, you will receive payment within 60-90 days.

Please complete and include one copy of this checklist with your reimbursement documentation.

LAND ACQUISITION PROJECTS
Reimbursement Checklist

At the initiation of negotiations and prior to actual transfer of title, the following items must be obtained:

- 1. Letter of intent to donate (if applicable).
- 2. Appraisal documentation including review material and written approval of the appraisal report.
- 3. Documentation showing that the owner or his / her designated representative has been given an opportunity to accompany the appraiser during his inspection of the property.
- 4. Written offer to purchase – a statement from the city to the landowner offering to purchase his / her property for its appraised value.
- 5. “Statement of Just Compensation” signed by the landowner.

If the property owner is willing to sell for less than the appraised value, the following additional document must be obtained prior to transfer of ownership.

- 6. “Waiver of Just Compensation” signed by the landowner.
- 7. Statement of difference in value if purchase price is greater than the approved appraisal of fair market value.

Upon completion of the acquisition and the subsequent transfer of ownership, the project sponsor must secure:

- 8. Evidence of title. For example, general warranty deed or special warranty deed.
- 9. Title insurance or an attorney’s opinion of title vested in the name of the project sponsor.
- 10. Cancelled check showing payment to the landowner (copy of both sides).
- 11. Appraisal review notice.
- 12. Cancelled check showing payment to the review appraiser (copy of both sides).
- 13. Billing statement.
- 14. Copy of project account.

- ❑ 15. Relocation assistance and payment documentation:
 - ❑ a. Evidence that occupants of property acquired were furnished adequate information explaining their eligibility to relocation assistance and payments at the time of initiation of negotiation.
 - ❑ b. Relocation plan, advisory services program and appeals procedure, if appropriate.
 - ❑ c. Relocation and assistance claims forms and supporting documentation, if appropriate.

After acquiring the real property as set forth in your project agreement, one copy of the above documents must be forwarded to GMS with your request for reimbursement.

Once these documents have been reviewed and approved by GMS, your reimbursement request will be processed for payment.

Please complete and include one copy of this checklist with your reimbursement documentation. See Section V for a submittal form.

LAND AND WATER CONSERVATION FUND PROJECT ACCOUNT

PROJECT NUMBER _____

PROJECT SPONSOR _____ PROJECT TITLE _____

PROJECT PERIOD _____ TO _____

DATE	INVOICE NUMBER	VENDOR	ITEM DESCRIPTION / BUDGET CATEGORY	AMOUNT PAID	CHECK NUMBER	BILLING NUMBER	NOT FOR USE OF PROJECT SPONSOR. AUDIT MEMO
11/15/2012	2769	John Smith Appraisal	Appraisal review	500.00	1104	1	Example A
1/2/2013	13749	Barb Jones	Title Transfer/Tract 2, 5 acres	12,000.00	1159	1	Example B
1/2/2013		Barb Jones	Land Donation/ Tract 2, 5 acres	12,000.00	donation	1	Example C
			Total Billing Costs –Billing #1	24,500.00			Example D
			Reimbursement request #1	11,025.00			Example E
3/11/2013	3679	Schwartz Bros. Construction	Construction of Ball fields	36,645.00	1279	2	Example F
3/4/2013 & 3/5/2013	None	John Doe, City Employee	Planted grass on Ball fields	898.00	Time sheet	2	Example G
4/8/2013	5231	Ozark Lumber Company	Fence and bleacher material donation	23,000.00	donation	2	
4/15/2013 - 4/22/2013	none	Community Baseball Club	Volunteer labor to build bleachers & fences	2,360.00	donation	2	Example H
			Total Billing Cost Billing #2	62,903.00			
			Reimbursement request #2	28,306.35			

- A: Sample of an appraisal payment.
- B: Sample showing land purchase.
- C: Sample showing land donation.
- D. Total Billings for Billing Statement
- . Total amount requested for Billing Statement

- F: Sample showing contract payment.
- G: Sample showing force labor account
- H: Sample showing donated labor

INSTRUCTIONS FOR COMPLETING THE LWCF PROJECT ACCOUNT

(Please type or print legibly)

This sheet is a continuous listing of the costs incurred by your project. A separate document is not needed for each billing. Use the column provided to indicate to which billing a cost refers. If you have any questions, please contact the GMS project consultant assigned to work with you on your project.

PROJECT NUMBER – enter the number assigned to your project as shown on your project agreement.

PROJECT SPONSOR – enter the name of the political subdivision (city, county, or school district) requesting grant reimbursement.

PROJECT TITLE – enter the official title of your project as shown on your project agreement.

PROJECT PERIOD – enter the beginning and ending date of your project as shown on your project agreement or most recent amendment.

DATE – all invoices should be listed in chronological order on the “Project Account”. Enter the date shown on each invoice. In situations where your employees work on the project, enter the beginning and ending date shown on their time sheet. The same procedure should be followed when listing a contractor’s monthly or periodic statement.

For land acquisition project enter the date of the transfer of title. Enter related land acquisition costs (options, partial payments, appraisal review services, and relocation costs) in the order in which they occur.

INVOICE NUMBER – enter the number or show the invoice as assigned by the vendor or contractor. If an employee’s time sheet or other invoice is being listed which does not contain a number, please write NONE on this line.

For land acquisitions the number of the general warranty deed or invoice numbers of appraisal review services should be entered.

VENDOR – enter the name of the individual or company from whom the goods or services have been purchased. When listing work performed by your own employees, enter the name of each employee. For land acquisitions enter the name of the land donor, seller, or relocatee.

ITEM DESCRIPTION / BUDGET CATEGORY – you should briefly describe what has been purchased. Refer to your project agreement to insure that each cost is eligible for reimbursement. Items not shown in the project agreement or subsequent amendments are not eligible for reimbursement. Your description should indicate how each item purchased was used to complete a specific facility listed in your project agreement. If an invoice contains a list of materials, which were used to construct several items, each item should be shown.

Land acquisitions should describe how they relate to the project. Normally, this can be done by referring to an identifying tract number. Other land transactions, such as option payments, partial payments, appraisal review costs, and relocation payments should also be listed.

AMOUNT PAID – enter the amount you actually paid. If a portion of the invoice was paid and reimbursed under a previous billing, list only the amount for which you are currently asking for reimbursement.

CHECK NUMBER – enter the number of the check used to pay each cost. If more than one check was used, include a list of the check numbers.

BILLING NUMBER – indicate the billing number you want each cost assigned.

Land & Water Conservation Fund

Quarterly Report Form

PROJECT SPONSOR: _____ PROJECT #: _____

PROJECT TITLE: _____

QUARTERLY PERIOD for Year: _____
_____ Jan.-March _____ July-September
_____ Apr.-June _____ Oct.-December

PROJECT _____ SCOPE: _____
DATE _____ PROJECT/EVENT _____ BEGAN: _____

PROGRESS: (State project scope elements begun and / or completed.)

STATUS: (Explain what remains to be done.) _____

PERCENTAGE COMPLETE: _____

EXPECTION COMPETION DATE: _____

COMMENTS: _____

DATE: _____ SIGNED: _____

TITLE: _____

ADDRESS: _____

CITY / ZIP: _____

TELEPHONE: _____

Mail To:
Department of Natural Resource
Division of State Parks
Planning & Development
PO Box 176
Jefferson City, MO 65102
E-mail to: lwcf.rtp@dnr.mo.gov

LAND AND WATER CONSERVATION FUND
BILLING STATEMENT

PROJECT SPONSOR: _____ PROJECT NUMBER _____
TELEPHONE NUMBER: _____
PROJECT TITLE: _____ BILLING NUMBER _____

This billing includes costs incurred from _____ to _____

Total Billing Costs this statement _____
(Total from Project Account Sheets)

Amount Requested for Reimbursement _____
(No more the 45% of Billing Costs)

I certify that this billing is correct and is based upon actual payments of record; that payment from the state government has not been received; that work and services are in accordance with the approved project agreement including amendments thereto; and that progress of the work and services under the project agreement is satisfactory and is consistent with the amount billed.

Name of Responsible Official _____
(Type or Print)

Signature of Responsible Official _____

Title _____

Date _____

THIS REQUEST MUST INCLUDE A COPY OF THE PROJECT ACCOUNT AND THE NECESSARY SUPPORTING DOCUMENTATION.

INDIVIDUAL MONTHLY
TIME RECORD

NPS PROJECT NO. 29-01236

EMPLOYEE'S NAME John Doe

JOB TITLE Laborer

PROJECT SPONSOR City of Recreationville

RATE \$8.50 PER Hour

PARK SITE Recreationville City Park

MONTH November, 20

DAY	DESCRIPTION OF WORK	TIME	AMOUNT DUE
01			
02			
03			
04			
05			
06			
07	Picnic shelter / laid footings	8.00	\$68.00
08	Picnic shelter / framed roof	8.00	68.00
09			
10			
11	Picnic shelter / framed roof	8.00	68.00
12	Picnic shelter / framed roof	4.00	34.00
13	Picnic shelter / roof	5.00	42.50
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
	Total	34.00	\$280.50

Gary Powell
SUPERVISOR Signature

John Doe
EMPLOYEE Signature

INDIVIDUAL MONTHLY
TIME RECORD

NPS PROJECT NO. _____

EMPLOYEE'S NAME _____

JOB TITLE _____

PROJECT SPONSOR _____

RATE _____ PER _____

PARK SITE _____

MONTH _____, 20__

DAY	DESCRIPTION OF WORK	TIME	AMOUNT DUE
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
	TOTAL		

SUPERVISOR Signature

EMPLOYEE Signature

VOLUNTEER MONTHLY
TIME RECORD

NPS PROJECT NO. _____

VOLUNTEER'S NAME _____

PROJECT SPONSOR _____

RATE _____ PER _____

PARK SITE _____

MONTH _____, 20__

DAY	DESCRIPTION OF WORK	TIME	AMOUNT DUE
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
	TOTAL		

SUPERVISOR Signature

VOLUNTEER Signature

EQUIPMENT USE
MONTHLY TIME RECORD

EQUIPMENT _____ NPS PROJECT NO. _____

PROJECT SPONSOR _____ RATE _____ PER _____

PARK SITE _____ MONTH _____, 20__

DAY	DESCRIPTION OF WORK	TIME	AMOUNT DUE
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
	TOTAL		

SUPERVISOR Signature

EMPLOYEE/VOLUNTEER Signature

Chapter 4

PROJECT CLOSEOUT AND POST COMPLETION

When your project is completed, the following grant closeout procedures should be used.

Date of Completion

The date of completion is the date when all project work is completed, or the date of the project agreement / amendment expiration, whichever comes first. Notify GMS thirty (30) days prior to project completion, so a final inspection can be scheduled.

Project Billings

Project billings and the final reimbursement request should be prepared as soon after project completion as possible, but not later than 90 days after completion. If the project expiration date has been reached, final, properly documented billings must reach the GMS office within 60 days of the expiration date. Billings submitted after March 31 following the expiration date may be ineligible for payment. Reimbursement Procedures are covered in Chapter 3 of this guide.

Quarterly Reports

Verify all quarterly reports have been sent to the Grants Management office. These are from date project agreement was signed to the final inspection.

As-Built Site Map

After project is completed a new “As-Built Site Map” should be included in your final project reimbursement packet. This will show work completed compared to the park layout map that was included in the project proposal.

Signing

After completion of the project you must post a LWCF sign. This must be permanently displayed in an area where it is visible to the general public. See page 8 of this section for details regarding the placement of the sign.

6(F) Boundary Map

A final park boundary map needs to be included showing legal park boundaries of the land projected under the 6(F) clause of the Land and Water Conservation Fund Act. This map needs to include acreage and dimensions of park and will be forwarded the National Park Service during project closeout.

Single Audit Act

In addition to annual audit report submittals to GMS, for project over \$100,000 you are required by federal regulation to submit an audit at the end of your fiscal year following project completion. This audit must also be conducted and reported in compliance with the Single Audit Act.

The final audit report should be submitted as soon as possible after the close of your fiscal year following project completion and must be submitted to GMS not later than one year after the end of the audit period.

OBLIGATIONS OF LWCF RECIPIENTS FOLLOWING PROJECT COMPLETION

Dedication of Land

Any land which is acquired or developed with a federal matching grant through the LWCF must remain in outdoor recreation use in perpetuity. If even a small portion of an existing park was developed with LWCF monies, it is likely that the entire park is dedicated to outdoor recreation as project boundary maps are generally drawn to include the entire park site. Any proposed change in land use, such as construction of enclosed structures (including recreation centers), construction of underground sewer, water or other utility lines, lift stations, city streets, etc. must receive prior approval through the Grant Management Section.

Utility Lines

Agreements entered into as part of the project specifically prohibit the installation of overhead utility lines for any purpose within the park boundaries. This includes the lighting of even those facilities not directly funded with LWCF assistance.

Public Use

All lands which are acquired or developed with LWCF must be made available to the general public during reasonable periods of time. As a minimum, the park itself is expected to be open and available for public use during daylight hours throughout the year. Facilities must be kept open and available for public use except at those times when seasonal differences in climate make such use inappropriate.

Fees

All facilities acquired or developed with LWCF assistance must be open to both residents and nonresidents. Preferential reservations or annual permit systems solely for local residents are prohibited. Reasonable differences in admission and other fees may be maintained on the basis of residence. Fees charged to nonresidents cannot exceed twice those charged to residents of your community. When there is no charge for residents, nonresident fees cannot exceed fees charged for residents at comparable public facilities that have a fee charge.

Development of Acquired Land

Unless special permission for delayed development is granted at the time of acquisition, all lands acquired with LWCF assistance must be developed for recreational use within two years of the date of acquisition. In the interim, between acquisition and development, the property must be open for those public recreation purposes, which the land is capable of supporting or which can be achieved with minimum public investment.

Maintenance

All facilities and property acquired or developed with LWCF must be maintained and operated in such a manner as to ensure maximum operating life of facilities and an attractive, inviting environment. This includes general maintenance, litter control, and prompt repair of damage due to vandalism or other causes.

Inspections

Final reimbursement for development projects will not be made until your project has had a final inspection. Your project will be evaluated for adherence to your development plans, maintenance and the assurance that all facilities are accessible to the physically handicapped. It will then be re-inspected periodically by GMS to assure compliance with LWCF regulations.

Civil Rights Act of 1964

In accordance with Title VI of the Civil Rights Act of 1964, no person may be excluded from participation, be denied the benefits of, or be otherwise subject to discrimination in the use of property or facilities acquired or developed with LWCF monies on grounds of race, color, or national origin. Once LWCF assistance is used to develop or acquire a park site, the entire recreation system is covered by the Civil Rights Act. The following actions should be taken in order to comply with civil rights regulations:

- a. You should prominently post Title VI posters at the recreation sites throughout your system.
- b. A nondiscrimination policy statement and Title VI complaint procedures must be included in all printed material distributed to the public. Sample verbiage is included at the end of this section.
- c. Representation of minorities and women as parks' employees and on advisory park boards is recommended.
- d. Maintenance and development of park sites in minority areas should be equal to maintenance and development of sites in majority areas.
- e. Contracts with private organizations (i.e., concessionaires) must contain language assuring compliance with Title VI.
- f. If assistance is provided to private organizations, these organizations must sign Title VI assurances.
- g. The bylaws of private organizations that use public recreation facilities must contain language ensuring that they are in compliance with Title VI.

Handicapped Accessibility

All facilities developed using LWCF funds must be designed and constructed to be accessible to and usable by the physically handicapped, as stipulated by P.L. 90-480, the Architectural Barriers Act of 1968.

Past and present recipients of federal Land and Water Conservation Fund monies are required to comply with Section 504 of the Rehabilitation Act of 1973.

Section 504 requires nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance. The Act further prohibits discrimination in employment and in the operation of programs and activities receiving or benefiting from federal assistance.

Physically and mentally disabled persons must be afforded equal opportunity to a project sponsor's facilities, programs, activities and services when viewed in their entirety. A qualified handicapped person cannot be denied the benefits of or be kept from participating in, any recipients programs or activities because existing facilities are inaccessible to or unusable by handicapped persons.

Section 504 does not mandate the wholesale alteration of existing facilities or the construction of new facilities just to accommodate the handicapped. Whenever methods other than facility renovation and construction are successful in achieving program accessibility, the time and expense of facility renovation and construction may be avoided. However, in instances where renovation or construction is the only means possible of making a program or activity accessible, then Section 504 mandates that such changes be undertaken.

Following project completion, the sponsoring agency is obligated to assure that renovation and new construction on this site(s) is built in compliance with the Uniform Federal Accessibility Standards. This applies to all construction regardless of the source of funding.

To aid in assessing the accessibility of programs and facilities, an evaluation form has been developed. Once the evaluation has been completed, it is necessary to determine actions that must be taken to comply with Section 504. Evaluation and Planning Guidelines are available from the GMS. These requirements apply system-wide and not solely to the site directly benefiting from federal financial assistance.

Conversion from Recreation Use

Section 6(f)(3) of the Land and Water Conservation Fund Act (LWCF) states that property acquired or developed with LWCF assistance shall not be converted to other than public outdoor recreation uses without the prior approval of the Secretary of the Interior. If a conversion of use is approved, the recreation properties converted must be replaced with recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location. To obtain the Secretary's approval, one must request a conversion through GMS and justify the need for such action with appropriate documentation. To provide such documentation, you must address each of the following and submit the information to GMS:

1. A statement must be prepared which indicates the reason for converting the land and justifies the need for doing so. It must indicate that all practical alternatives to the conversion were evaluated and rejected on a sound basis;
2. Replacement property must be identified. Land in public ownership generally may not be used as replacement property;
3. The fair market value of the property to be converted and the property proposed for replacement must be established. Both parcels of property must be of at least equal fair market value, as established by a state-approved appraisal. See Section III, Page 13 for appraisal requirements.
4. The property proposed for replacement must be of reasonably equivalent usefulness and location as that being converted. It must constitute or be part of a viable recreation area and must be administered by the same political jurisdiction as the converted property;
5. The replacement property must meet eligibility requirements for LWCF assisted acquisition. To be eligible for such assistance, properties must be appropriate for use as areas dedicated to outdoor recreation;
6. An environmental evaluation must be successfully completed. The evaluation process requires preparation of an environmental assessment for both the property to be converted and the replacement property. It must focus on the environmental losses incurred as a result of converting one property and those gained because of acquisition of the replacement parcel. A detailed outline of the requirements for preparation of an environmental assessment will be provided on request;
7. A determination must be made as to whether the proposed action will affect properties listed in or eligible for listing in the National Register of Historic Places. Such determination must include a cultural resource survey of the converted and the replacement property. The survey must be completed by a qualified archaeologist prior to the approval of a conversion;
8. The proposed replacement facility must be subjected to the Intergovernmental Review Process. A SF-424 form and instructions regarding this process can be obtained from GMS.

9. A site map which shows the location of both parcels of property relative to the city must be submitted;
10. Boundary maps must be drawn for both parcels. The maps must be drawn to scale and be accompanied by the legal description of the properties;
11. A conceptual development map indicating how the replacement property will be developed must be submitted for review.

The conversion of park lands to other than outdoor recreation use should be pursued only if no other alternatives exist. A conversion request is not easily completed. It requires a significant investment of time by both the requesting and receiving agencies.

Construction Easement

In some instances, it may be possible to avoid the conversion process by the granting of a temporary construction easement. For example, a utility company may wish to cross your project where no existing easements occur. If the company needs only temporary access to the site for construction purposes, and if the area altered by the construction can readily be restored to its original appearance and no permanent easement is required, the conversion process may be avoided. You must send a letter of request with justification to this office. Individual situations will be considered by GMS and NPS after careful review of the project. Note: All new electric (under 15KV) and telephone wires must be placed underground. Installation of overhead wires is not allowed under an easement situation; such a project would require a conversion process.

LAND AND WATER CONSERVATION SIGN

At project completion, you must post a Land and Water Conservation Fund (LWCF) sign to be permanently displayed at the LWCF site. This sign will satisfy federal government requirements for permanent public acknowledgement of federal financial assistance in your park. It assures that park areas and facilities have been forever dedicated to outdoor recreation and will be available for public use without discrimination.

This sign may be purchased through the state sign shop by calling (573) 522-2927.

If your park has been purchased with LWCF assistance, or if during the LWCF-assisted development the entire park was delineated as the project site, it may be appropriate to place this sign at or near the existing entrance. If your project involves the development of a single large facility, such as a swimming pool or large picnic shelter, you may display this sign in conjunction with the particular facility funded. The sign can also be mounted like a highway sign and placed along an existing park road. In cases where a park has received several LWCF grants, one sign posted at the park entrance will adequately acknowledge all federal financial assistance received. Please assure sign placement in an area where it will receive maximum public exposure.

The retention and maintenance of suitable public signing is a local responsibility.

Chapter 5

A SUMMARY OF PERTINENT FEDERAL LAWS AND EXECUTIVE ORDERS

You must comply with numerous laws during the design and completion of your project. In addition, your organization has a continuing obligation to comply with the following laws, even after project completion.

- A. Land and Water Conservation Fund Act of 1965, PL 88-578 as amended. The land and Water Conservation Fund (LWCF) Act of 1965 was enacted "...to assist in preserving, developing and assuring accessibility to all citizens of the United States of America of present and future generations ... such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation ...". The LWCF program provides matching grants to states, and through the states to local governments, for the acquisition and development of public outdoor recreation areas and facilities.

Revenues for the LWCF are derived from the sale of federal surplus property, motorboat fuel taxes, and offshore oil lease revenues. The fund receives an annual appropriation from Congress and has been renewed to the year 2014.

- B. Architectural Barriers Act of 1968, PL 90-480
This Act requires that facilities constructed with federally assisted grants be made accessible to and usable by the physically handicapped. The Uniform Federal Accessibility Standards (UFAS) have been adopted by the federal agencies as the required specifications to be utilized in the design and construction of all facilities.

- C. Rehabilitation Act of 1973, PL 93-112, as amended

Section 504 of the Act requires nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.

The Act further prohibits discrimination in employment and in the operation of programs and activities receiving or benefiting from federal assistance.

Programs or activities when viewed in their entirety must be readily accessible to and usable by handicapped persons.

D. Civil Rights Act of 1964 – PL 88-352 (42U.S.C. Section 2000d et. seq.)

Title VI of this Act imposes certain obligations and prohibitions on recipients of federally assisted programs. Specifically, Title VI provides that: “A recipient under any program may not, directly or through contractual or other arrangements, on the grounds of race, color, sex, or national origin, deny an individual any service, financial aid, or benefit provided under the programs”.

You should be aware that when federal assistance is extended to any part of a park system, the entire system including those parts not receiving federal assistance is subject to all obligations and prohibitions of this Act.

Title VI, in addition to prohibiting discriminatory practices, requires that recipients employ affirmative measures necessary to bring operations into compliance with Title VI and provides a mechanism for evaluating complaints.

Section II, Page 17 and Section VI, Page 5 further detail your responsibilities under this Act. You are urged to carefully consider and implement the obligations under this Act.

E. Executive Order 11246 – Equal Employment Opportunity

This Executive Order prohibits contractors completing federally assisted contracts from discriminating against any employee or applicant for employment because of race, sex, color, religion, or national origin. The order also requires that contractors take affirmative action to ensure equal employment opportunity.

F. Executive Order 12432 – Minority Business Enterprise Development

Minority Business Enterprise Development sets out the national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and all recipients of its grants and cooperative agreements are to take affirmative steps to ensure such fairness.

G. Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107)

Prohibits discrimination on the basis of age.

H. National Environmental Policy Act of 1969, PL 91-190, as amended (42 U.S.C. 4321 et. seq.) This Act, commonly called NEPA, is concerned with assessing the environmental impact of federal and federally assisted projects. In order to implement this national policy, the economic, physical, biological, and social impacts of all projects must be assessed. The environmental assessment, submitted as part of the application, is reviewed by NPS for their determination of whether or not the project will have a significant impact on the

environment. If the project will significantly impact the environment, an Environmental Impact Statement (EIS) must be prepared by NPS with the project sponsor's assistance.

- I. Clean Water Act – Section 404; River & Harbor Act of 1899, Section 10 (33 U.S.C. Sections 1288, 1314, 1341, 1342, 1344) The Army Corps of Engineers is charged with the responsibility of protecting the public interest in the waters of the United States. This is accomplished through a permit program. Activities in a stream, river, lake, or wetland by an individual, company, or government may require a permit. A permit must be obtained prior to starting any work.

Activities regulated by this Act include: any work or structure in, over, or under navigable waters or the discharge of dredged or fill material into rivers, streams, lakes, and wetlands. GMS should be contacted for the address of the appropriate Corps of Engineers District Office. A permit must be obtained prior to consideration of a grant project by NPS.

- J. Clean Air Act, PL 91-604, as amended (42 U.S.C. 7609); Federal Water Pollution Control Act, PL 92-500 All contractors and subcontractors who have federally assisted contracts in excess of \$100,000 must comply with these acts. These acts also contain requirements with which your organization must comply. Section 508 of the Federal Water Pollution Control Act (33 U.S.C. 1251), as amended, prohibits award of assistance by way of grant, loan, or contract to noncomplying facilities.
- K. Executive Order 11514, Protection and Enhancement of Environmental Quality (March 5, 1970, as amended by Executive Order 11991, May 24, 1977).
- L. Executive Order 11288, concerning prevention, control and abatement of water pollution.
- M. Emergency Wetlands Resources Act of 1986 (PL 99-645).
- N. The Fish and Wildlife Coordination Act (16 U.S.C. Section 661, 662).
- O. Federal Act for Protection and Restoration of Estuarine Areas (PL 90-454).
- P. The Wild and Scenic Rivers Act of 1968 (PL 90-542, 16 U.S.C. 1271, et. seq.) This Act is related to protecting components or potential components of the national wild and scenic rivers system.
- Q. Coastal Zone Management Act of 1972 (PL 92-583, 16 U.S.C. Section 1451, 1456).
- R. The Rivers and Harbor Act of 1899 (33 U.S.C. Section 401 et. seq.)

- S. Executive Order 11988 – Flood Plains Management; Executive Order 11990 – Wetlands Protection These executive orders describe the procedure for development in a flood plain or wetland area. The environmental assessment, submitted as part of the application, should discuss the project’s potential impact on these areas.
- T. Flood Disaster Protection Act of 1973, PL 92-234 (12 U.S.C. Section 24, 1701-1 Supp.; 42 U.S.C. Section 4001 et. seq.) This act requires the purchase of flood insurance for insurable improvements located in a special flood hazard area.
- U. Executive Order 11296 Evaluation of Flood Hazard in Locating Federally Owned or Financed Buildings, Roads, and other Facilities and in Disposing of Federal Lands and Properties.
- V. Endangered Species Act of 1973, PL 93-205 (16 U.S.C. Section 1531 et. seq.) This act protects threatened or endangered species of flora and fauna. A discussion of flora and fauna which may be impacted by a project is included as part of the environmental assessment process.
- W. Executive Order 11593 – Protection and Enhancement of the Cultural Environment This Executive Order mandates that the federal government provide leadership in preserving, restoring, and maintaining the historic and cultural environment of the nation. The order requires that federal agencies inventory and protect archaeological and historic resources affected by their programs.
- X. The Antiquities Act of 1906 (16 U.S.C. Section 431); see Chapter 650.4).
- Y. National Historic Preservation Act of 1966, PL 88-665, as amended (16 U.S.C. Section 470, et. seq.) This Act sets forth the need for the preservation of our historic heritage. It provides for a National Register of Historic Places. All National Register properties are protected from adverse effects.
- Z. The Archeological and Historic Preservation Act of 1974 (PL 93-291) This Act relates to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.
- AA. Federal-Aid Highway Act of 1973 (PL 93-87) This act applies to LWCF projects in instances of conversion of use.
- AB. Power Plant and Industrial Fuel Use Act of 1978 (PL 95-620) See 640.3.7J and 660.5.3V.

- AC. Energy Policy and Conservation Act (PL 94-163)
- AD. Executive Order 12185, Conservation of Petroleum and Natural Gas
- AE. Executive Order 12372, Intergovernmental Review of Federal Programs Provides for the intergovernmental review through the SF-424 filing process.
- AF. The Contract Work Hours and Safety Standards Act (40 U.S.C. 327, et. seq.)
- AG. Executive Order 12549 – Government wide Debarment and Suspension (41 CFR 101-50 and 43 CFR 12) This Executive Order provides that actions taken by an agency to place a person on the list of persons who are debarred, suspended, or otherwise excluded from participating in a federally funded program shall have government wide effect. Persons appearing on the Consolidated List of Debarred, Suspended, Voluntarily Excluded, and Ineligible Participants may not receive federal funds from any agency, directly or indirectly. Placement on the list may be a result of criminal or fraudulent act, breach of contract, failure to perform or pay debts, or other violations or acts of omission. An LWCF project sponsor may not receive federal funds if it is debarred, suspended, or otherwise ineligible to participate in a federally funded program, nor may it do business under this grant with others who are so ineligible. This includes contractors and subcontractors, and some suppliers.
- AH. Copeland Anti-Kickback Act (18 U.S.C. 874 as supplemented in Dept. of Labor regulations 29 CFR Part 3) This act prohibits a contractor from inducing any person employed in the construction or repair of public work, to give up part of the compensation to which he is entitled.
- AI. The Hatch Act (5 U.S.C. 1501, et. seq., as amended) relating to certain political activities of certain state and local employees.
- AJ. Conflict of Interest. No officer, agent, or employee of the project sponsor who exercises any functions or responsibilities in the review or approval of the performance of this project shall participate in any decision relating to this project which would affect their personal or pecuniary interest, directly or indirectly.
- AK. Office of Management and Budget Circular A-102. Provides uniform administrative requirements for grants-in-aid to state and local governments.

AL. Office of Management and Budget Circular A-87. Identifies cost principles applicable to grants and contracts with state and local governments as they relate to the application, acceptance and use of federal funds.

AM. Single Audit Act of 1984, PL 502 (OMB Circular A-128). The Single Audit Act (PL 98-502) states that a project sponsor that receives in excess of \$25,000 in federal assistance in a single year (total of all projects federally funded) must comply with Circular A-128. If assistance total is between \$25,000 and \$100,000, the project sponsor may choose between a single audit and separate program audits. If assistance total is more than \$100,000, a full audit is required. A copy of your audit is to be sent to GMS where it will be maintained in the active project file. GMS is responsible for resolving any audit problems related to administration of LWCF projects.

AN. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, PL 91-646. This Act provides for the uniform and equitable treatment of persons displaced from their homes, businesses, or farms and establishes uniform and equitable land acquisition policies for federally assisted programs. The Act applies to development as well as acquisition projects.

LWCF acquisition procedures, including the appraisal, “Statement of Just Compensation” and “Written Offer to Purchase”, and in some instances the “Waiver of Just Compensation” are requirements of this act. The act also provides for the payment of relocation benefits to displaced persons.

AO. Restrictions on Lobbying (PL 101-121, Section 319, 31 U.S.C. 1352 and 18 U.S.C. 1913). Generally prohibit recipients of federal contracts, grants, etc. from using federally appropriated funds for lobbying the Executive or Legislative branches of the federal government in connection with a specific contract, grant, etc. Section 319 also requires that each person who requests or receives a federal contract or grant in excess of \$100,000 file a “Certification Regarding Lobbying” form and disclose lobbying activities undertaken with non-federal funds. Recipients must require that contractors and subcontractors comply as well.

AP. American with Disabilities Act (ADA). The ADA prohibits discrimination on the basis of disability. All municipalities must complete a comprehensive review of employment practices and governmental services, policies, and practices and consider making necessary modifications and changes.

AQ. Other applicable statutes, executive orders and regulations as may be promulgated from time to time.

Equal Opportunity Through Title VI

SUMMARY OF RIGHTS GUARANTEED BY TITLE VI

The code of Federal Regulations, Title 43, Part 17, which effectuates the provisions of Title VI in the Department of the Interior's federally-assisted programs provides that:

"A recipient under any program to which this part applies may not, directly or through contractual or other arrangements, on the grounds of race, color, sex, or national origin, deny an individual any service, financial aid, or benefit provided under the program."

Additionally, the preceding paragraph is interpreted to provide further that, when Federal assistance is extended to any part within a system, the entire system – including those parts not receiving Federal assistance – is subject to the obligations and prohibitions imposed by Title VI of the 1964 Civil Rights Act and the provisions of the Code of Federal Regulations, Title 43, Part 17.

PROHIBITED DISCRIMINATORY PRACTICES INCLUDE:

- Any difference in quality, quantity or the manner in which the benefit is provided.
- Segregation or separate treatment in any part of the program.
- Restriction in the enjoyment of any advantages, privileges or other benefits provided to others.
- Different standards or requirements for participation.
- Methods of administration which would defeat or substantially impair the accomplishment of the program objectives.
- Discrimination in any activity or program conducted in a facility built in whole or part with Federal funds.
- Discrimination in any employment resulting from a program established primarily to provide employment or in any employment in a program where employment tends to affect the service and benefit rendered.
- Restriction in the method and/or means used to advise persons of benefits and services provided to others.

COMPLIANCE UNDER TITLE VI

Title VI regulations provide the necessary framework for protecting the rights guaranteed

to the recipients and to ultimate beneficiaries under federally assisted programs. Compliance will first be sought by affirmative and voluntary means whenever possible.

COMPLIANCE REPORTS

Records and other information designed to show the extent of compliance with Title VI agreements must be maintained by recipients and reports sent to program administrators as requested. A recipient is also required to inform subrecipients, the ultimate beneficiaries participants and other interested persons of the provisions of Title VI regulations and of their applicability to the Federal assistance program.

REVIEWS

Pre-award, field, and follow-up reviews will be conducted by designated officials to ensure compliance by recipients of Federal assistance. Recipients who conduct subrecipient or transferee programs are responsible for ensuring that their subrecipients comply with the provisions of Title VI. Reports, publications, and other records may be reviewed in the course of these compliance reviews.

COMPLAINTS

Any person(s) who believe discrimination because of race, color, sex, or national origin exists in a federally assisted program have the right to challenge such discrimination by making a complaint to the officials responsible for that program.

- Prompt investigations will be made of complaints received.
- If discrimination is found, negotiation and persuasion will first be used in an effort to eliminate the prohibited practices.
- Should these efforts fail, Federal assistance may be terminated or discontinued after a fair hearing.
- Other means authorized by law, including court action, may also be used to enforce nondiscrimination.

No recipient or other person may intimidate, threaten, coerce, or discriminate against any individual because he has made a complaint, testified or assisted in a Title VI investigation, proceeding or hearing. Program officials must notify Interior's Office for Equal Opportunity or the Interior bureau or office, which provides Federal assistance within five days upon receipt of a complaint.

AFFIRMATIVE MEASURES

The following, although not all-inclusive, are considered as basic affirmative measures necessary to bring recipients of Federal assistance and their operations into compliance with Title VI.

- Signed assurance of Title VI compliance (Applicants for Federal assistance should be aware of the provisions of the 1964 Civil Rights Laws and are required to ensure compliance prior to receiving Federal assistance.)
- Submittal of pre-award information when requested by the Federal office administering the Federal assistance.
- Minority and female representation on appointed planning, review and advisory boards and commissions. (Exclusion of minorities and women could be considered discriminatory. Inclusion guarantees a voice in the planning, acquisition, and development of projects and programs.)
- Equal emphasis of program administration and program distribution (recreational, cultural, etc.) and maintenance quality of facilities whether they are located in majority or in minority areas.
- Development and implementation of an affirmative action plan to remedy past and present deficiencies in the employment, training, and promotion potential of minorities and women.
- A system for reporting and processing alleged complaints of discrimination.
- Placement of equal opportunity statements on posters, brochures, and other informational material inviting

all persons regardless of race, color, sex, or national origin to use programs and facilities.

- Use of pictures of minorities and women, and integrated use of facilities, in brochures, pamphlets, and other informational materials. (Exclusion could be considered discriminatory and inclusion provides tangible evidence that all are welcome and encouraged to use programs and facilities, which receive Federal assistance.)
- Printed information about programs, sites, and facilities in non-English languages where there are appreciable numbers of people who do not speak or read English.
- Equal compensation and assistance for those displaced in the course of a land acquisition program whether they be majority or minority landowners.

Several practical steps should be considered as a means of implementing the above mentioned affirmative measures. Racial / ethnic and sex data should be collected by the recipient to determine, if in fact, all persons are benefiting from the Federally assisted program. Identification of persons of different races should be done on a visual basis only. Programs and employment opportunities should be advertised and made available to minority groups and women. Summer employment programs should be conducted in cooperation with colleges, which have a relatively large percentage of minorities (persons of color) and women. Consideration should be given to minority and female enterprise as a means of distributing the benefit of a Federally assisted program. Programs of an historical nature should take into consideration contributions made by minority groups and women.

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Subgrants
General Terms and Conditions

I. Administrative Requirements

These general terms and conditions highlight requirements which are especially pertinent to federal subgrants made by the Missouri Department of Natural Resources (MDNR). These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

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

- A. **Method of Payment.** The subgrantee will be reimbursed by the MDNR for all allowable expenses incurred in performing the scope of services. The subgrantee shall report project expenses and submit to the MDNR original invoices for payment as required by division/program per the subgrant agreement. The form must be completed with the MDNR invoiced amount and local share detailed. Invoices must provide a breakdown of project expenses by the budget categories contained in the subgrant budget. Invoices must be received by the MDNR per the subgrant agreement. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the MDNR prior to the closing date.
1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total project cost for each invoice submitted unless the subgrant specifically provides for advance payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the MDNR. Advance payments will only be made on a monthly basis to cover estimated expenditures for a 30-day period or as otherwise agreed. The MDNR will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.
 2. All reimbursement requests must have the following certification by the authorized subgrantee official: I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made or will be made in accordance with the subgrant and that payment is due and has not been previously requested.
- B. **Retention and Custodial Requirements for Records.** The subgrantee shall retain financial records, supporting documents, and other records pertinent to the subgrant for a period of three years starting from the date of submission of the final financial status report. Authorized representatives of federal awarding agencies, the Comptroller General of the United States, and the MDNR shall have access to any pertinent books, documents, and records of subgrantees in order to conduct audits or examinations. The subgrantee agrees to allow monitoring and auditing by the MDNR and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the subgrantee shall retain records until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

C. **Program Income.**

1. Subgrantees are encouraged to earn income to defray program costs. Program income means income from fees for services performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under the subgrant, and from payments of principal and interest on loans made with subgrant funds. Program income does not include items such as interest on grant funds, rebates, credits, discounts, or refunds.
2. Program income shall be deducted from outlays, which may be both state and subgrantee unless the MDNR, with approval of the federal awarding agency, as negotiated with the subgrantee, specifies an alternative method in the subgrant. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net amount to which the respective matching ratios are applied. For example, 50/50 share ratio subgrant 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 sub-grant 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 specifically identifiable to the project or program. Any in-kind match must be assigned a fair market value stated in dollars and the rationale used to calculate the value must be provided. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal subgrant agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or subgrant shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the MDNR through negotiation with the subgrantee. Signature by both the MDNR and subgrantee on the subgrant signature form firmly affixes the match or cost sharing ratios. Full expenditure of subgrantee match or cost share funding is required over the life of the subgrant. Subgrantee must invoice the MDNR, as required by the particular subgrant, and provide financial records for total expenditure of state and match or cost share funding. The MDNR will reimburse the subgrantee for its percentage portion agreed to less any negotiated withholding.
2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the subgrant may cause the subgrantee to become ineligible to receive additional financial assistance from the MDNR. Failure to provide the required match may result in other enforcement remedies as stated in Y. for non-compliance.

E. **Financial Management Systems.** The financial management systems of subgrantees must meet the following standards:

1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the subgrant;
2. **Accounting Records.** Maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
3. **Internal Control.** Effective control and accountability must be maintained for all subgrantee cash, real and personal property, and other assets. Subgrantees must

adequately safeguard all such property and must assure that it is used solely for authorized purposes;

4. **Budget Control.** Actual expenditures or outlays must be compared with budgeted amounts for each subgrant;
5. **Allowable Costs.** Applicable OMB cost principles, federal agency program regulations, and the subgrant scope of work will be followed in determining the reasonableness, allowability, and allocability of costs;
6. **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract, and subgrant award document. The documentation must be made available by the subgrantee at the MDNR's request;
7. The subgrantee shall have procedures in place to minimize the time lapsed between money disbursed by the MDNR and money spent by the subgrantee.

F. **Reporting of Program Performance.** Subgrantee shall submit to the MDNR a performance report for each program, function, or activity as specified by the subgrant or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the MDNR shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for three years thereafter.

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

1. For non-construction grants, subgrantees shall obtain the prior approval of the MDNR, unless waived by the MDNR, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the MDNR's share exceeds \$100,000.
2. For construction and non-construction projects, subgrantees shall obtain prior written approval from the MDNR for any budget revision which would result in the need for additional funds.
3. For combined non-construction and construction projects, the subgrantee must obtain prior written approval from the MDNR before making any fund or budget transfer from the non-construction to construction or vice versa.
4. Subgrantees under non-construction projects must obtain prior written approval from the MDNR whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
5. Changes to the scope of services described in the subgrant must receive prior approval from the MDNR. Approved changes in the scope of work or budget shall be incorporated by written amendment to the subgrant.
6. Extending the grant past the original completion date requires approval of the MDNR.

H. **Equipment Use.** Subgrantee agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this

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

1. Title to equipment acquired under this subgrant will vest with the subgrantee on acquisition. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost \$5,000 and greater.
 - a. Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by MDNR funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the MDNR or the federal agency. If the MDNR puts subgrantee on notice that it believes grant assets are not being used for the intended purpose, subgrantee shall not sell, give away, move or abandon the assets without the MDNR's prior written approval.
 - b. The subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the MDNR, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the MDNR. User fees should be considered if appropriate.
 - c. The subgrantee must not use equipment acquired with MDNR funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C above.
 - d. When acquiring replacement equipment, the subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the MDNR.
2. Equipment Management. Subgrantee's procedures for managing equipment, whether acquired in whole or in part with subgrant funds, will, at a minimum, meet the following requirements until disposition takes place:
 - a. Subgrantee must maintain property records that include a description of the equipment, a serial number or other identification number, the source of property, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, and the location, use and condition of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The subgrantee shall procure and maintain insurance covering loss or damage to equipment purchased with a sub-grant award, with financially sound and reputable insurance companies or through self-insurance, in such amounts and covering such risks as are usually carried by companies engaged in the same or similar business and similarly situated.

- d. Subgrantee must develop adequate maintenance procedures to keep the property in good condition.
 - e. If the subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
 - 3. Disposition. When original or replacement equipment acquired under a subgrant is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, subgrantee shall dispose of the equipment as follows:
 - a. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the MDNR.
 - b. For items of equipment with a current per unit fair market value of \$5,000 or more, the MDNR shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the MDNR's share of the equipment.
 - c. In cases where a subgrantee fails to take appropriate disposition actions, the MDNR may direct the subgrantee how to dispose of the equipment.
 - d. If the MDNR puts subgrantee on notice that it believes grant assets are not being used for the intended purpose, subgrantee shall not sell, give away, move or abandon the asset without MDNR's written approval.
- I. **Supplies.** Title to supplies acquired under a subgrant will vest, upon acquisitions, in the subgrantee.

If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the subgrantee shall compensate the department for its share.
- J. **Inventions and Patents.** If any subgrantee produces subject matter, which is or may be patentable in the course of work sponsored by this subgrant, subgrantee shall promptly and fully disclose such subject matter in writing to the MDNR. In the event that the subgrantee 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 subgrantee the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the MDNR. Payment of royalties by subgrantee to the MDNR will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this subgrant, the author or the subgrantee is free to copyright any books, publications, or other copyrightable material developed in the course of this subgrant; however, the MDNR and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of MDNR, the work for government purposes.
- L. **Prior Approval for Publications.** The subgrantee shall submit to the MDNR two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by subgrant funds. The subgrantee shall not print or distribute any publication until receiving written approval by the grant manager.
- M. **Mandatory Disclosures.** Subgrantee agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds

are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.

- N. **Procurement Standards.** Subgrantees shall use their own procurement procedures provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
1. No work or services, paid for wholly or in part with state or federal funds, will be contracted without the written consent of the MDNR. See G.4.
 2. Subgrantee agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal MDNR approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The MDNR has the right to conduct audits of recipients at any time. The subgrantee shall arrange for independent audits as prescribed in OMB Circular A-133, Single Audit Act Amendments of 1996, as applicable. Audits must confirm that records accurately reflect the operations of the subgrantee, the internal control structure provides reasonable assurance that assets are safeguarded, and subgrantee is in compliance with applicable laws and regulations. When the subgrantee has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the MDNR. Other portions of the audit shall be made available at the MDNR's request.
- P. **Allowability of Costs.** Allowability of costs shall be determined in accordance with cost principles contained in OMB Circular No. A-87 for state and local governments, and Circular No. A-122 for nonprofit organizations.
- Q. **Conflicts of Interest.** No party to this subgrant, nor any officer, agent, or employee of either party to this subgrant, shall participate in any decision related to such subgrant which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly.
- The subgrantee is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the subgrantee for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.
- R. **State Appropriated Funding.** The subgrantee agrees that funds expended for the purposes of this subgrant must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the subgrant period, as well as being awarded by the federal or state agency supporting the project. Therefore, the subgrant shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the subgrant, the subgrantee shall not prohibit or otherwise limit the MDNR's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the subgrant.
- S. **Eligibility, Debarment and Suspension.** By applying for this award, the subgrantee verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notices of Violation (NOV)) at the time of application. If compliance issues exist, subgrantee shall disclose to the MDNR all pending or unresolved violations noted in an NOV, administrative order, or civil

and criminal lawsuit, but only where those alleged violations occurred in the past two years in the State of Missouri. The MDNR will not make any award at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." Subgrantee shall complete a Debarment/Suspension form when required by the MDNR. Furthermore, subgrantee is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a federally funded grant.

- T. **Restrictions on Lobbying.** No portion of this award may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of a grant; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

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

- U. **Recycled Paper.** Consistent with Federal Executive Order 13101 and 13423 and EPA Executive Order 1000.25, the subgrantee shall use recycled paper consisting of at least 30% post consumer fiber and double sided printing for all reports which are prepared as a part of this grant award and delivered to the MDNR. The subgrantee must use recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

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

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

- a. Placing qualified minority business and women's business enterprises on solicitation lists;
- b. Ensuring that minority business and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by minority business and women's business enterprises;
- d. Establishing delivery schedules, where the requirements of work will permit participation by minority business and women's business enterprises;
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, and;

f. Requiring any prime contractor or other subgrantee, if subgrants are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.

2. For EPA subgrants, the subgrantee agrees to submit to the MDNR grants manager a completed Form 5700-52A, U. S. Environmental Protection Agency MBE/WBE Utilization Under Federal Grants, Cooperative Agreement, and Interagency Agreements within 30 days after the end of each federal/state fiscal year or as determined by the MDNR.
3. For EPA subgrants, the subgrantee agrees to include disadvantaged business enterprises in the affirmative steps indicated above.

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

X. **Termination**

1. **Termination for Cause.** The MDNR may terminate any subgrant, in whole or in part, at any time before the date of completion whenever it is determined that the subgrantee has failed to comply with the terms and conditions of the subgrant. The MDNR shall promptly notify the subgrantee in writing of such a determination and the reasons for the termination, together with the effective date. The MDNR reserves the right to withhold all or a portion of grant funds if the subgrantee violates any term or condition of this subgrant.
2. **Termination for Convenience.** Both the MDNR and subgrantee may terminate the subgrant, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
3. This agreement is not transferable to any person or entity.

Y. **Enforcement; Remedies for Noncompliance.** If a subgrantee falsifies any award document or materially fails to comply with any term of a grant, award, or subgrant, the MDNR may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current award or grant.;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Temporarily withhold cash payments pending subgrantee's correction of the deficiency;
4. Withhold further awards from the subgrantee;
5. Order subgrantee not to transfer ownership of assets purchased with grant money without prior MDNR approval; or
6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

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

- AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The subgrantee, their employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), noncompliance that are available to the subgrantee under this award.
- BB. **Illegal Immigration.** As per HB 1549, 1771, 19395 & 2366 - Section 67.307 2. Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through grants administered by any state agency or department until the policy is repealed or is no longer in effect.
- CC. **Illegal Immigration – Missouri Statutes – RSMo 285.525 – 285.550 Effective January 1, 2009.** Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- DD. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent the authorized as a direct cost of carrying out the scope of work.
- EE. **Federal Funding Accountability and Transparency Act (FFATA) Requirements.** If the original award amount is less than \$25,000 and an amendment increases the award amount to \$25,000 or greater, the subrecipient must submit the following to the MDNR prior to MDNR signing the amendment (Subrecipient Informational Form – see Attachment 1):
 - f* location of the entity receiving the award and primary location of performance under the award, including city, state, congressional district and county
 - f* a unique identifier of the entity receiving the award – DUNS #
 - f* a unique identifier of the parent entity of the recipient
 - f* names and total compensation for the five most highly compensated officers for the preceding completed fiscal year
- FF. **Executive Compensation.** If FFATA reporting requirements apply and if the award period will exceed 12 months, the subrecipient must provide to the MDNR updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form for every 12 month period of the award agreement (Attachment 1).

II. Statutory Requirements

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

Any subgrantee, in connection with its application for financial assistance, shall include a certification that the subgrantee, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the subgrantee shall report to the MDNR any instance in which the subgrantee or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or

state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this subgrant or suspension or debarment of the subgrantee

A. Laws and regulations related to nondiscrimination:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.

3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
 4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
 5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
 6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
 7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
 8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
 9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.
- C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.
 - D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.
 - E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.
 - F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires Subgrantees in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 - H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
 - I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
 - J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 - K. The following additional requirements apply to projects that involve construction:
 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.

4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
 5. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.
- L. Trafficking Victims Protection Act of 2000, Section 106, as amended (22 U.S.C. 7104(g) relating to termination of contract award based should any employee of the department, recipient or subrecipient violate this act.
- M. Missouri House Bill 1549, 1771, 1395 & 2366 – Illegal Aliens and Immigration Status Verification – This bill change the laws regarding illegal aliens and immigration status verification. Effective January 1, 2009, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform working within the state of Missouri.
- N. Federal Funding Accountability and Transparency Act of 2006 (S. 2590) – Required information on federal awards be made available to the public via a single searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance. House Resolution 2646, Amended 09/30/2008
- O. Information on Statutory Authorization
- Public Improvement, Recreation/Education, Bruce Watkins, RSMO. 253.220
<http://www.moga.mo.gov/statutes/C200-299/2530000220.HTM>
- Soil Conservation Research, RSMO. 278.080
<http://www.moga.mo.gov/statutes/C200-299/2780000080.HTM>
- Cost Share Program, RSMO. 278.080
<http://www.moga.mo.gov/statutes/C200-299/2780000080.HTM>
- Disbursements to Soil Districts, RSMO. 278.080, 278.120
<http://www.moga.mo.gov/statutes/C200-299/2780000080.HTM>
<http://www.moga.mo.gov/statutes/C200-299/2780000120.HTM>
- Soil Conservation Expenditure Loans, RSMO. 278.080
<http://www.moga.mo.gov/statutes/C200-299/2780000080.HTM>
- Soil Conservation Demonstrations, RSMO. 278.080
<http://www.moga.mo.gov/statutes/C200-299/2780000080.HTM>
- Recovered Materials Market Development, RSMO. 260.335
<http://www.moga.mo.gov/statutes/C200-299/2600000335.HTM>
- Water Pollution Control Loans, RSMO. 644.122
<http://www.moga.mo.gov/statutes/C600-699/6440000122.HTM>
- Energy Set-Aside Program, RSMO. 640.665
<http://www.moga.mo.gov/statutes/C600-699/6400000665.HTM>
- Public Improvement Expenditures, MO Botanical Garden & Jefferson Landing, RSMO. 253.220
<http://www.moga.mo.gov/statutes/C200-299/2530000220.HTM>
- Storm Water Grants, RSMO. 644.031
<http://www.moga.mo.gov/statutes/C600-699/6440000031.HTM>

Wastewater Treatment Grants, RSMO. 644.026
<http://www.moga.mo.gov/statutes/C600-699/6440000026.HTM>

Rural Water and Sewer Grants, RSMO. 644.026
<http://www.moga.mo.gov/statutes/C600-699/6440000026.HTM>

Outdoor Recreation Sub-Grants, RSMO. 258.083
<http://www.moga.mo.gov/statutes/C200-299/2580000083.HTM>

Information on Statutory Authorization Energy Conservation - Schools/Hospitals, RSMO.
640.653
<http://www.moga.mo.gov/statutes/C600-699/6400000653.HTM>

Energy Conservation - Local Governments/Non-Profit, RSMO. 640.653
<http://www.moga.mo.gov/statutes/C600-699/6400000653.HTM>

Waste Management Grants, RSMO. 260.335
<http://www.moga.mo.gov/statutes/C200-299/2600000335.HTM>

Environmental Grants, RSMO. 260.273-342
<http://www.moga.mo.gov/STATUTES/C260.HTM>

Historic Preservation Sub-Grants, RSMO. 253.408-415
<http://www.moga.mo.gov/STATUTES/C253.HTM>

Clean Air Act Grants and Sub-Grants, RSMO. 643.010-190
<http://www.moga.mo.gov/STATUTES/C643.HTM>

DEPARTMENT OF NATURAL RESOURCES
ADDENDUM TO GENERAL TERMS AND CONDITIONS

The Land and Water Conservation Fund Grant requirements supersede the MDNR Terms and Conditions in the following areas only. All other terms and conditions shall remain in effect.

Administrative Requirements, Paragraph A

Monthly reimbursements may not be requested. Quarterly reimbursements may be submitted (minimum of \$10,000) in conjunction with Quarterly Reports. Quarterly reports will be due on the 30th day of April, July, October, and January for the duration of your project period. No advance payments will be made for completion of a project.

Procurement Standards, Paragraph N.1

Recipients shall not be required to obtain written consent of the MDNR before contracting for materials or services, unless the cost of such work or services is expected to exceed \$10,000. Three bids are required for all materials or services contracted. A good faith effort must be made to contact Minority Firms, Women's Business Enterprise for all purchase and contracting under \$10,000.

Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms, Paragraph V .2-3

Disregard information for EPA grants.