

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Missouri State Parks – Bus Grant Program
General Terms and Conditions for State Funded Grants
Attachment A

I. Administrative Requirements

These General Terms and Conditions (General Terms) highlight requirements which are especially pertinent to state funded (nonfederal) grant awards made by the Missouri Department of Natural Resources (Department), Missouri State Parks (MSP). The General Terms 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. A certain number of these requirements are emphasized here because they are frequently invoked and their violation is of serious concern.

A. Use and Award of Missouri State Park Funds

1. Grant funds shall only be used in accordance with these General Terms, the Financial Assistance Agreement (Agreement), or as approved by MSP.
2. To the extent permitted by Missouri law and without waiving sovereign immunity, the grantee agrees to waive, release and hold the Department harmless from all liabilities, charges, expenses, and costs as a result of any injury, claims or losses that may result from or relate to the activity undertaken with the use of state grant funds.
3. The right to receive grant funds is not and shall not be transferrable to any person or entity.
4. Recipient shall comply, and ensure that all contractors, comply, with all federal, state and local laws and regulations that may apply to activity funded by state financial assistance, including, without limitation, Missouri wage and hour laws, Americans with Disabilities Act, civil rights and worker's compensation laws, and shall employ personnel authorized to work in the United States.
5. Eligible applicants must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

B. Project and Budget Periods

The grant and budget period shall cover up to a one (1) year time period, unless otherwise approved by MSP. The project and budget period are described in the Agreement.

C. Method of Payment

1. Grant funds shall not be remittable until a fully executed original Agreement has been returned by the grantee to MSP.

2. Grant funds will be advanced upon receipt of an executed Agreement. All grant expenditures shall be incurred and paid by the grantee during the project period. The grantee shall retain source documents and proof-of-payment suitable to the Department and make this documentation available upon request. All invoices must have the vendor name and address, customer name and address, date that the cost was incurred (i.e. XX School Field Trip), description of cost (i.e. mileage, XX miles x \$X.XX/mile = \$XXX.XX), and if paid, mark the date paid and check or electronic fund transfer number and date.

D. Performance Reporting

Applicants must provide proof of trip by posting a photograph of their visit on social media and tagging @mostateparks. It is the applicant's responsibility to obtain permission from everyone depicted in the photograph prior to posting. If it is against the organization's policy to post photos on social media because of privacy concerns, please email a photograph of the visit to mspgrants@dnr.mo.gov, with "Proof of Visit for Bus Grant" as the subject line.

E. Repayment of grant funds

1. Grantees agree to repay grant awards under the following circumstances:
 - a. If you do not take the trip.
 - b. Failure to provide an invoice and proof of payment, if requested.
 - c. Noncompliance with the General Terms and the specific conditions of the grantee's Agreement with the Department;
2. For funds repaid, MSP may make these funds available to other eligible grantees.
3. Grantees should direct repaid funds to:

Missouri Department of Natural Resources
Division of State Parks
Attn: Bus Grant Program
P.O. Box 176
Jefferson City, MO 65101
4. Repayment of funds must occur within 30 days of the project period end date. The Department of Natural Resources reserves the right to withhold future grant awards if funds are not repaid as required by the grant.

F. Retention and Custodial Requirements For Records

1. The grantee shall retain financial records, supporting documents and other records pertinent to the grant for a minimum of five years starting from the date of the final reimbursement, per Secretary of State General Retention Schedule <http://www.sos.mo.gov/CMSImages/RecordsManagement/schedules/GRS/Fiscal.pdf>
2. If any litigation, claim, negotiation, audit or other action involving the records has been

started before the expiration of the five-year period, the grantee shall retain records until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

3. The rights to access such records must not be limited to the required retention period but shall last as long as the records are retained.
4. The Department and the Missouri State Auditor's Office or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the grantees which are pertinent to the grant, in order to make audits, examinations, excerpts and transcripts.

G. Conflicts of Interest

1. No party to this grant, nor any officer, agent or employee of either party to this grant shall participate in any decision related to such grant which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly.
2. The grantee is advised that elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454 RSMo, regarding conflict of interest.

H. State Appropriated Funding

1. The grantee understands and agrees that funds expended for the purposes of this grant must be appropriated and made available by the Missouri General Assembly for the fiscal year included within the grant period, as well as being awarded by the state agency supporting the project. Therefore, the grant shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted.
2. In the event that funds are not appropriated and/or granted for the grant, the grantee shall not prohibit or otherwise limit MSP'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 grant.

H. Restriction on Lobbying Costs

Lobbyists as defined in § 105.470, RSMo and related costs are ineligible for grant funds.

I. Termination

1. Termination for Cause.
 - a. The Department may terminate a grantee's participation, in whole or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the General Terms or the terms of the Agreement.
 - b. The Department shall promptly notify the grantee in writing of such a determination

and the reasons for the termination, together with the effective date.

- c. The Department reserves the right to seek repayment of grant funds in accordance with section E for violations of the General Terms or the terms of the Agreement.

2. Termination for Convenience.

The Department and the grantee may terminate the grant, in whole or in part, when the parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds or for any other reason agreed to by the parties.

3. This grant is not transferable to any person or entity.

- J. Grantee's Signature

In consideration for the ability to utilize grant monies, the grantee's signature on the application and other award documents signify the grantee's concurrence to all of the terms and conditions of the award documents incorporated therein, including these General Terms.