

## **ADDENDUM 2**

### **INFRASTRUCTURE IMPROVEMENTS**

The Agreement made and entered into on the 22<sup>nd</sup> day of May 2023, by and between Jackson County and the Missouri Department of Conservation is hereby amended as follows:

#### **Under Section 1.**

**COUNTY RESPONSIBILITIES.** The County agrees to:

- O. Construct the facilities listed below at Brown Athletic Field Access with access to the Blue River. Construction modifications and final project approval must be completed by a Missouri licensed professional engineer. Any facilities constructed pursuant to this Agreement shall be and remain the property of the County.
  - Upgrade existing approximately 724 ft of gravel access road to concrete.
  - Upgrade and expand existing gravel parking lot to concrete, 6" thick, providing 12 standard parking spots and one handicapped accessible parking spot meeting Americans with Disabilities Act (ADA) standards.
- P. Upon completion, provide the Department with copies of the invoices and associated payment vouchers for the materials and work described above in Section 1.O.
- Q. Comply with all federal and state laws, and local ordinances including (but not limited to) the ADA, applicable to the construction and maintenance of the facilities described above.
- R. Ensure that no federal monies are used to fund the County share of the total project costs. The County must meet and follow the terms and conditions found on Exhibit C if funding through the Federal Aid in Sport Fish Restoration is used.
- S. During the term of this Agreement, maintain in good order and repair all facilities constructed pursuant to this Agreement.

#### **Under Section 2**

**DEPARTMENT RESPONSIBILITIES.** The Department agrees to:

- E. Provide a cash grant reimbursement for the construction work described above in Section 1.O, covering 75% of the total cost up to a maximum Department commitment of \$255,130.

**Under Section 3**

**3. JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS.** Both parties agree that:

- J. All Department and County covenants are subject to appropriations and the availability of funds, and the Department and County recognize that it may be several years before facility development can be undertaken.
- K. In the event of breach or default of this Agreement by the County, or should this Agreement be terminated by the County for other than breach or default by the Department, the County shall reimburse the Department for that portion of the costs of improvements at the Area provided by the Department, minus the total amount actually expended by the County to maintain said Area as previously set out. In the event of breach or default of this Agreement by the Department prior to its expiration date, use without restriction of all improvements installed at the Area with Department funds shall revert to the County at no cost.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**MISSOURI DEPARTMENT OF  
CONSERVATION**

\_\_\_\_\_  
DIRECTOR

**JACKSON COUNTY, MISSOURI**

\_\_\_\_\_  
COUNTY EXECUTIVE

Attest:

\_\_\_\_\_  
County Counselor

## **EXHIBIT C**

### **NOTICE OF FEDERAL PARTICIPATION**

The County agrees to the following terms and conditions if Federal Aid in Sport Fish Restoration is used to construct, develop or maintain the capital assets located on its property.

- 1) As a subrecipient of Federal funds the County must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for its own funds. In addition, the County's financial management system, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by the project-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award (2 CFR 200.302 Financial Management).
- 2) Provide the Department with information as requested to allow the determination of risk related to both financials and performance. Allow the Department and auditors access to the records and financial statements of the project as necessary to make a risk assessment.
- 3) Meet and follow the requirements for subrecipients (2 CFR 200.331) which include having a Unique Entity Identifier (UEI) and be registered in SAM.gov in order to receive federal awards. Certify that the County is not suspended.
- 4) Must have effective control over, and accountability for, all funds, property, and other assets. The County must adequately safeguard all assets constructed with the federal funds and assure that they are used solely for authorized purposes.
- 5) The County must meet and address all requirements imposed by the Department, 50 CFR part 80 and 2 CFR part 200 so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
- 6) Verify that the County is audited as required by 2 CFR 200 Subpart F–Audit Requirements when it is expected that the County's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit Requirements.