

CERTIFIED COPY OF ORDER

426-2021

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 7th day of October 20 21

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Contract# 39-123121 C ARPARElated Non attest Services with RubinBrown LLP of St. Louis, Missouri.

The purpose of the contract will be for RubinBrown LLP to advise the County regarding administration of grant funding received related to the COVID-19 pandemic.

Invoices will be paid from Department 2983 -American Rescue Plan Act, Account 71101 - Professional Services.

Done this 7th day of October 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Jane M. Thompson

Jane M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: September 29, 2021
RE: Contract Agreement: 39-123121C – ARPA-Related Nonattest Services

Attached for signature is professional services, non-bid contract # *39-123121C – ARPA-Related Nonattest Services* with RubinBrown LLP of St. Louis, Missouri.

The purpose of the contract will be for RubinBrown LLP to advise the County regarding administration of grant funding received related to the COVID-19 pandemic. This includes the funding received pursuant to the American Rescue Plan Act (ARPA):

- Develop a checklist of evaluation criteria and/or requirements or restrictions imposed by federal guidance that the County Commission can use in making decisions regarding the spending of the ARPA monies. (\$8,500)
- Develop a checklist of subrecipient monitoring procedures that the County can use either for performing the procedures ourselves or include in an “agreed upon procedures” contract with RubinBrown. This deliverable will include a risk assessment scoring or ranking tool/schema that the County can use to assess the risk of subrecipients along with an easy-to-read overview description of subrecipient monitoring and the County’s role and responsibilities. (\$8,500)
- Review and advise regarding Boone County’s standard contract template to be used for ARPA awards. (\$8,500)
- Review and advise regarding specific internal controls that should be established over ARPA monies (\$13,600)
- Provide general advice, consultation, and assistance to the County pertaining to ARPA monies on an as-needed basis including but not limited to: (1) allowable uses; (2) prohibited uses; (3) subrecipient monitoring; (4) reporting; (5) contract terms and conditions; (6) etc. (Billable amounts based on actual utilization at agreed upon hourly rates of up to 30 hours at \$310/hour for a not to exceed total of \$9,300).

**AGREEMENT FOR
ARPA-RELATED NONATTEST SERVICES**

THIS AGREEMENT dated the 7th day of October 2021 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **RubinBrown LLP** herein "Contractor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Agreement #**39-123121C** for **ARPA-Related Nonattest Services**, Contractor's letter dated September 2, 2021, executed by Ted Williamson, on behalf of the Contractor, and Exhibit A – RubinBrown LLP Engagement Terms. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over the Contractor's proposal letter and Exhibit A. In addition, the following portions of the Contractor's proposal (also referred to as "Engagement Terms") are to be considered deleted or modified as set forth below:

- a) The "Billing" terms are modified as set out in paragraph 4 below.
- b) The "Confidentiality" clause is considered modified so as to allow any disclosure required by Chapter 610 RSMo, also known as "The Sunshine Act."
- c) The "Limitation of Liability" clause is edited to add the following sentence to the beginning of Paragraph 15. Limitation of Liability: "Except to the extent of the insurance coverages shown by the attached Certificate of Insurance"
- d) The "Indemnification" clause is deleted.
- e) The "Mediation" clause is deleted.
- f) The "Binding Arbitration" clause is deleted.
- g) The "Attorneys' Fees and Costs" clause is deleted.
- h) The "Entire Agreement and Modification" clause is considered modified to be consistent with paragraph 6 below.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish Nonattest Services as described as presented in Contractor's proposal. Cost for for said services shall be as set out in Contractor's proposal.

Develop checklist of spending evaluation criteria	\$8,500.00
Develop checklist of subrecipient monitoring procedures	\$8,500.00
Review standard contract template	\$8,500.00
Internal control review and advise	\$13,600.00

General advice will be provided on an as needed/if needed basis at \$310/hour for up to 30 hours for a shall not exceed total of \$9,300.00.

3. **Contract Duration** – Contract period is from date of award through December 31, 2022, unless either party informs the other in writing of its intent to terminate the engagement

letter prior to that date. This agreement may be extended beyond the expiration date by order of the County for one additional one-year period and thereafter on a month-to-month basis. Pricing for renewal year shall be as agreed upon by the parties.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Auditor on a regular basis for service described in the proposal. The County agrees to pay all invoices within thirty (30) days of receipt of a correct and valid invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement for APRA-Related Nonattest Services between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if key personnel providing services are changed such that in the opinion of the Boone County commission delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specifications, or if services are deficient in quality in the sole judgment of County, or
- c. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

RUBINBROWN LLP

By:  _____
02202F71B0F4A7...

Title: Partner _____

BOONE COUNTY, MISSOURI

By: Boone County Commission

 _____
BA4B934CED8E4EB

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

 _____
7D71DEAEB9D74DD

CJ Dykhous, County Counselor

ATTEST:

 _____
D267E242BEB948C

Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

<small>DocuSigned by:</small> <i>June E Pitchford by JF</i> <small>BC249D84EE7A4B3</small>	9/30/2021	2983-71101 / \$48,400.00
June E. Pitchford, County Auditor	Date	Appropriation Account

4/27-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

7th

day of October

20 21

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Contract Amendment #2 to 36-13SEP18 – Healthy Hometown – Southern Boone County with Jefferson City Area Young Men’s Christian Association.

Invoices will be paid from Department 2132 – Community Health Fund Program Funding, Account 71106 - Contracted Services.

Done this 7th day of October 2021.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 7, 2021
RE: Amendment #2 to: *36-13SEP18 – Healthy Hometown – Southern Boone County* with Jefferson City Area Young Men’s Christian Association

Attached for signature is contract amendment #2 to *36-13SEP18 – Healthy Hometown – Southern Boone County* with Jefferson City Area Young Men’s Christian Association.

This amendment adds a total supplemental funding increase of \$16,130 through December 31, 2021 for the following:

215 Units of Physical Exercise at \$60 per hour for a total not to exceed amount of \$12,900.

1,000 Units of Health Education at \$3.23 per hour for a total not to exceed amount of \$3,230.

Invoices will be paid from department 2132 – Community Health Fund Program Funding, account 71106 - Contracted Services. \$2,206.48 remains in 2132-71106 for the Jefferson City Area Young Men’s Christian Association. Children’s Services has moved funds from department 2131 – Community Health Fund Strategic Opportunity, account 71100 – Outsourced Services to cover the amount.

cc: Contract File

AGREEMENT FOR PURCHASE OF SERVICES

Contract Amendment Number Two

Healthy Hometown – Southern Boone County

THIS AGREEMENT dated the 7th day of October, 2021, Purchase Agreement **36-13SEP18** for the Community Health/Medical Fund dated December 27, 2018, made by and between Boone County, Missouri and Jefferson City Area Young Men’s Christian Association, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) ADD a supplemental funding increase for the following:
 - a) **215 Units of Physical Exercise at \$60.00 per hour for a total not to exceed amount of \$12,900.00**
 - b) **1,000 Units of Health Education at \$3.23 per hour for a total not to exceed amount of \$3,230.00**
- 2) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

Jefferson City Area Young Men’s Christian Association

By: DocuSigned by: Kip Batye
9055A2E5651241C
 Signature
 Kip Batye
 By: _____
 Printed Name

Boone County, Missouri

By: Boone County Commission
 By: DocuSigned by: Daniel K. Atwill
BA4B034CED8E4EB
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by: J. Johnson
7D71DEAE89D74DD
 County Counselor

ATTEST:

DocuSigned by: Brianna L. Lennon
0267E242BEBB48C
 County Clerk

AUDITOR CERTIFICATION:

In accordance with RSMo. §50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

<u>DocuSigned by: [Signature]</u> <small>1127B4E3E1C847D</small>	9/28/2021	2132 / 71106 / \$16,130.00
Signature	Date	Appropriation Account

An Affirmative Action/Equal Opportunity Employer

To: County Clerk's Office
Comm Order # 427-2021
Please return purchase req with
back-up to Auditor's Office.

09/23/21

**RQST
DATE**

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

15841
VNDR #

Jefferson City Area YMCA
VENDOR NAME

36-13SEP18
BID #

Ship to Dept #:

Bill to Dept #:

Dept	Account	Item Description	Qty	Unit Price	Amount
		ADD TO PO #2021-20			\$0.00
2132	71106	Physical Exercise (per hour)	215	\$60.00	\$12,900.00
2132	71106	Health Education (per hour)	1000	\$3.23	\$3,230.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					16,130.00

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Ron Thomas Cummins
Approving Official

[Signature]
Prepared By



70
Auditor Approval

428 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

7th

day of October

20 21

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Sole Source Request Form from the Boone County Information Technology Department, #160-123122SS for GeoComm Maps Subscription Fee with GEO-COMM, INC. of St. Cloud, Minnesota.

Total cost of service in the attached term and supply contract is as follows:

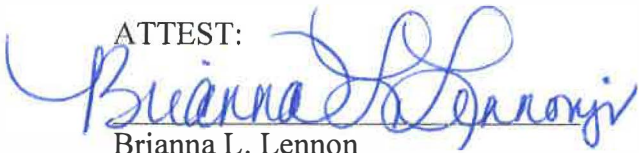
Year 1: March 1, 2022 through February 28, 2023	\$27,299
Year 2: March 1, 2023 through February 28, 2024	\$32,486
Year 3: March 1, 2024 through February 28, 2025	\$38,658
Year 4: March 1, 2025 through February 28, 2026	\$46,003
Year 5: March 1, 2026 through February 28, 2027	\$55,377

The Sole Source Agreement #138-123117SS for Geocomm GeoLynx Server was awarded to Geocomm Inc. on May 4, 2017, Commission order # 224-2017.

Invoices will be paid from Department 2708 – 911/Emergency Management Information Technology Hardware & Software, Account 70050 – 911/Emergency Management Sales Tax Fund.

Done this 7th day of October 2021.

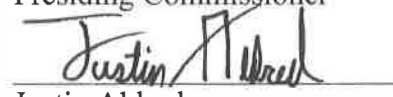
ATTEST:



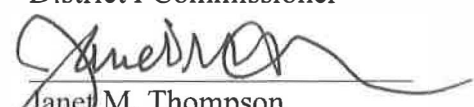
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 7, 2021
RE: Sole Source Agreement –160-123122SS – GeoComm Maps

Attached for signature and approval is a Sole Source Request Form from the Boone County Information Technology Department, # 160-123122SS for GeoComm Maps Subscription Fee with GEO-COMM, INC. of St. Cloud, Minnesota.

Total cost of service in the attached term and supply contract is as follows:

Year 1: March 1, 2022 through February 28, 2023	\$27,299
Year 2: March 1, 2023 through February 28, 2024	\$32,486
Year 3: March 1, 2024 through February 28, 2025	\$38,658
Year 4: March 1, 2025 through February 28, 2026	\$46,003
Year 5: March 1, 2026 through February 28, 2027	\$55,377

Sole Source # 138-123117SS for Geocomm GeoLynx Server was awarded to Geocomm Inc. on May 4, 2017, commission order # 224-2017. This is mapping software that Boone County Joint Communications uses at every console in the 911 center. The County's current contract with Geocomm does not end until 2023, however, due to the end of support by Microsoft of Internet Explorer 11 and Silverlight we need to replace that contract to move to GeoComm's newest product GeoComm Maps.

Geocomm Maps is a hosted service provided by GEO-COMM, INC. that has more features than our current software. It will also allow the County to take advantage of new features GEO-COMM develops in the future more quickly than possible now due to the outdated software required for our current software such as Internet Explorer 11.

GEO-COMM, Inc. will migrate Boone County Joint Communication's mapping service to Geocomm Maps at no additional cost if we will commit to a new contract now that will begin at our renewal on March 1, 2022. There will be no budget change in 2021 for this request. Invoice will be paid from 2708 – 911/Emergency Management Information Technology Hardware & Software, account 70050 – 911/Emergency Management Sales Tax Fund.

The intent to purchase as sole source was advertised in the Columbia Missourian and Columbia Tribune on October 5, 2021.

ATT Sole Source Request

cc: Beth Boos, Aron Gish, Information Technology
Sole Source File

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash, Rm 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Information Technology 911/OEM
Person Requesting	Beth Boos
Date Requested	As soon as possible
Contact Phone Number	573-554-7858

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt Signature 9-29-21 Date

SOLE SOURCE NUMBER: 160-12312255
(Assigned by Purchasing)

COMMISSION APPROVAL: [Signature] Signature 10/7/21 Date

Expiration Date: 3/1 2022 through 2/28 2027 One Time Purchase (check)

Vendor Name	GeoComm Inc.
Vendor Address	601 W. Saint Germain St., Saint Cloud, MN 56301
Vendor Phone and Fax	320.281.2186 402.939.0186
Product Description	GeoComm Maps
Estimated Cost	\$27,999
Department/Account #s) / Amt. Budgeted	2708-70050 - Software Maintenance \$28,590

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician
 - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
 - Other - List (attach additional sheets if necessary)

2. Briefly describe the commodity/material you are requesting and its function.

The Geocomm Maps software from GeoComm, Inc. is used by the 9-1-1 communications center and emergency operations staff to graphically display the locations of 9-1-1 calls and emergency incidents using the existing Boone County GIS data files. Boone County Joint Communications has used this vendor's software since 2006. The staff at the 9-1-1 center as well as the staff that maintains and manages the GIS data used in the system are familiar with the software, its features, and functionality, as well as the GIS data requirements. Geocomm is ending support and further enhancements on the current GeoComm Server application. This is forced by Microsoft retiring their support for Silverlight which is a core component of the current product. Boone County is upgrading from the server-based solution to the new Geocomm Maps product. The upgrade of the software will allow the staff to maintain their familiarity with the system and to continue to use the GIS data files as currently being maintained.

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.

The GeoComm Maps system is a customized application specifically designed for use in 9-1-1 emergency communications centers. The software has been further customized for Boone County Joint Communications to interconnect and operate with other existing systems including the 9-1-1 telephone equipment and RapidSOS, as well as utilizing our locally maintained GIS data.

4. What research has been done to verify this vendor as the only known source?

As noted above, the GeoComm software has been used by Boone County for close to 15 years. The software solution integrates and interconnects with other vendor systems that are in place today. No known vendor offers an "independent" mapping solution that can interconnect to multiple vendor systems that are in place with the Boone County Joint Communications environment. The GeoComm software is also functionally compatible with the Boone County current GIS data format.

5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?

- Yes (please attach a list of known sources)
- No

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.

No known vendor offers an "independent" mapping solution that can interconnect to multiple vendor systems that are in place with the Boone County Joint Communications environment. The GeoComm software is also functionally compatible with the Boone County current GIS data format.

7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?

The initial purchase will be an upgrade of the existing GeoComm software used by Boone County Joint Communications. The initial purchase includes the first-year support. The only additional future purchases associated with this software will be the ongoing software subscription paid annually after year one.

8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole-source purchases have occurred since the initial purchase? Please state the previous purchase order number(s).

The original software purchase was conducted by the City of Columbia in 2006.

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)
Please provide document numbers.

Sole Source 138-123117SS

10. What are the consequences of not securing this specific commodity/material?

Without the Geocomm software upgrade, the current software will not be supported or receive any enhancements.

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

As long as Boone County Joint Communications is using GeoComm software for mapping 911 calls.

429 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

7th

day of October

20 21

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Sole Source Request Form from the Boone County Joint Communications Department, #159-123122SS for Q Plus Quality Performance Review Service with Medical Priority Consultants, Inc., d.b.a. Priority Dispatch of Salt Lake City, Utah.

Total cost of service in the attached contract for the period October 1, 2021 through September 30, 2022 is \$95,212.80. Invoice will be paid from Department 2711 – Boone County Joint Communications Administration, Account 71101 – Professional Services.

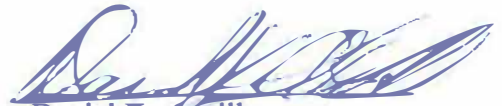
\$93,000 is budgeted for Q Plus Quality Performance Review.

Done this 7th day of October 2021.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Daniel K. Acill
Presiding Commissioner



Justin Aldred
District I Commissioner



Jane M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 7, 2021
RE: Sole Source Agreement –159-123122SS – Q Plus Quality Performance Review Service

Attached for signature and approval is a Sole Source Request Form from the Boone County Joint Communications Department, # 159-123122SS for Q Plus Quality Performance Review Service with Medical Priority Consultants, Inc., d.b.a. Priority Dispatch of Salt Lake City, Utah.

Total cost of service in the attached contract for the period October 1, 2021 through September 30, 2022 is \$95,212.80. Invoice will be paid from department 2711 – Boone County Joint Communications Administration, account 71101 – Professional Services. \$93,000 is budgeted for Q Plus Quality Performance Review. According to Patricia Schreiner, Budget Administrator, Joint Communications, the shortfall will be covered from class 7.

The intent to purchase as sole source was advertised in the Columbia Missourian and Columbia Tribune on September 24, 2021.

ATT Sole Source Request

cc: Patricia Schreiner, Chad Martin, Joint Communications
Sole Source File

**CONTRACT AGREEMENT FOR
Q PLUS QUALITY PERFORMANCE REVIEW SERVICE**

THIS AGREEMENT dated the 7th day of October 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "County" and **Medical Priority Consultants, Inc., d.b.a. Priority Dispatch** herein "Vendor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

- Contract Documents** - Contract shall consist of this Contract Agreement #159-123122SS for **Q Plus Quality Performance Review Service** in compliance with the County's Standard Terms and Conditions, Quality Performance Review Statement of Work, and attached quote Q-57407. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with quote response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached.
- Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Q Plus Quality Performance Review Services as required in the contract documents for the prices set forth in the Vendor's quote response as follows:

Q Plus Quality Performance Review Service for EFD Expert case review and reporting for 109 cases per month for 1 year. Estimated annual EFD call volume of 5,000	\$22,366.80
Q Plus Quality Performance Review Service for EMD Expert case review and reporting for 143 cases per month for 1 year. Estimated annual call volume of 14,000	\$29,343.60
Q Plus Quality Performance Review Service for EPD Expert case review and reporting for 212 cases per month for 1 year. Based on annual call volume of 91,000	\$43,502.40
TOTAL:	\$95,212.80

- Contract Duration** – The contract term is **October 1, 2021 through September 30, 2022** with four (4) additional one-year renewal periods. Contract shall renew for the following prices:

October 1, 2022 through September 30, 2023

Q Plus Quality Performance Review Service for EFD Expert case review and reporting for 109 cases per month for 1 year. Estimated annual EFD call volume of 5,000	\$22,615.32
Q Plus Quality Performance Review Service for EMD Expert case review and reporting for 143 cases per month for 1 year. Estimated annual call volume of 14,000	\$29,669.64
Q Plus Quality Performance Review Service for EPD Expert case review and reporting for 212 cases per month for 1 year.	\$44,054.92

Based on annual call volume of 91,000

TOTAL: \$96,339.88

October 1, 2023 through September 30, 2024

Q Plus Quality Performance Review Service for EFD \$22,863.84
Expert case review and reporting for 109 cases per month for 1 year.
Estimated annual EFD call volume of 5,000

Q Plus Quality Performance Review Service for EMD \$29,995.68
Expert case review and reporting for 143 cases per month for 1 year.
Estimated annual call volume of 14,000

Q Plus Quality Performance Review Service for EPD \$44,539.04
Expert case review and reporting for 212 cases per month for 1 year.
Based on annual call volume of 91,000

TOTAL: \$97,398.56

October 1, 2024 through September 30, 2025

Q Plus Quality Performance Review Service for EFD \$23,112.36
Expert case review and reporting for 109 cases per month for 1 year.
Estimated annual EFD call volume of 5,000

Q Plus Quality Performance Review Service for EMD \$30,321.72
Expert case review and reporting for 143 cases per month for 1 year.
Estimated annual call volume of 14,000

Q Plus Quality Performance Review Service for EPD \$45,023.16
Expert case review and reporting for 212 cases per month for 1 year.
Based on annual call volume of 91,000

TOTAL: \$98,457.24

October 1, 2025 through September 30, 2026

Q Plus Quality Performance Review Service for EFD \$23,360.88
Expert case review and reporting for 109 cases per month for 1 year.
Estimated annual EFD call volume of 5,000

Q Plus Quality Performance Review Service for EMD \$30,647.76
Expert case review and reporting for 143 cases per month for 1 year.
Estimated annual call volume of 14,000

Q Plus Quality Performance Review Service for EPD \$45,507.28
Expert case review and reporting for 212 cases per month for 1 year.
Based on annual call volume of 91,000

TOTAL: \$99,515.92

4. ***Billing and Payment*** - All billing shall be invoiced to the Boone County Joint Communications Department and billings may only include the prices listed in the Vendor's quote. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's quote response. The County agrees to pay all invoices within thirty days of receipt; Vendor agrees to

honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement for **Q Plus Quality Performance Review Service**. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

MEDICAL PRIORITYCONSULTANTS, INC.
d.b.a. PRIORITY DISPATCH

By DocuSigned by:
Chip Hlavacek
AD08EBD11AE6458

Director, Client Support Services

Title _____

BOONE COUNTY, MISSOURI
By: Boone County Commission

DocuSigned by:
Daniel K. Atwill
B046894CED0E4EE

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
CJ Dykhousc
7D71DEAE89D74DD

CJ Dykhousc, County Counselor

ATTEST:

DocuSigned by:
Brianna L Lennon
D267E2420F0948G

Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

<u>DocuSigned by: June E Pitakford by JF 8C24BD84EE7A183</u>	10/4/2021	2711-71101 / \$95,212.80
Signature	Date	Appropriation Account

Commission Order: 429-2021

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash, Rm 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	<u>Boone County 911 Joint Communications</u>
Person Requesting	<u>Pat Schreiner, Budget Administrator</u>
Date Requested	<u>September 20, 2021</u>
Contact Phone Number	<u>573-554-1000</u>

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt Signature 9-24-20 Date

SOLE SOURCE NUMBER: 159-12312255
(Assigned by Purchasing)

COMMISSION APPROVAL: Samuel K. ... Signature 10.7.2021 Date

Expiration Date: 20 through on-going 20 **One Time Purchase (check)**

Vendor Name	<u>Priority Dispatch Corp</u>
Vendor Address	<u>110 S. Regent St., Suite 500, Salt Lake City UT 84111</u>
Vendor Phone and Fax	<u>(800) 363-9172 Fax (801) 363-9144</u>
Product Description	<u>Q Plus Quality Performance Review Service (formerly "National Q")</u>
Estimated Cost	<u>\$95,213 for Oct 1 2021-Sep 30 2022; 1% annual increase thru Sep 30 2026</u>
Department/Account Number(s) Invoices Will Be Paid	<u>2711/71101 Joint Comm Administration/Professional Services</u>

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

1. Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician
 - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)

- Other - List (attach additional sheets if necessary)
2. Briefly describe the commodity/material you are requesting and its function:
Q Plus Quality Performance Review is a service to perform required call reviews for IAED accreditation
 3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
Priority Dispatch is the only supported outsource of case review that meets the requirements of the accrediting agency, International Academies of Emergency Dispatch (IAED).
 4. What research has been done to verify this vendor as the only known source?
Obtained memorandum of sole source from vendor, attached.
 5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 Yes (please attach a list of known sources)
 No
 6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
Yes - the call review is required to maintain IAED accreditations held by Boone County Joint Communications for Medical, Fire and Police dispatch.
 7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
Not initial purchase
 8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
Not an upgrade
 9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)
Please provide document numbers.
Sole Source
 10. What are the consequences of not securing this specific commodity/material?
Increased liability, loss of accreditation, compromised service to the public
 11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
Memorandum of Sole Source from the vendor is attached
 12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?
Indefinite



MEMORANDUM OF SOLE SOURCE

Emergency Medical, Police, and Fire Priority Dispatch Systems

18 February 2021

Priority Dispatch Corp. (evolved from Medical Priority Consultants, Inc.) is the only all-purpose and comprehensive Priority Dispatch systems provider company in the world. This includes the following exclusive areas within Emergency Dispatch:

- 1) Only provider of Expert System Priority Dispatch call-taking software
- 2) Only provider of fully two-way CAD integrated Priority Dispatch software system (ProQA)
- 3) Only provider of Automated Quality Assurance Priority Dispatch Case Review software (AQUA)
- 4) Only provider of 24 hour/7day technical support service for Priority Dispatch-related software
- 5) Only contracted provider of the International Academies of Emergency Dispatch's evidenced based protocols that meets or exceeds International Standards
- 6) Only contracted provider of the International Academies of Emergency Dispatch's unified protocol systems: Medical Priority Dispatch System version 13.3, Police Priority Dispatch System version 6.3, and Fire Priority Dispatch System version 7.1
- 7) Only contracted provider of Priority Dispatch System cardset trays (springless design for MPDS, FPDS, and PPDS cards on-line dispatching), and Priority Dispatch System protocol tablets
- 8) Only contracted provider of the International Academies of Emergency Dispatch's unified alternate care/referral protocol OMEGA (Medical Priority Dispatch System) version 13.3 OMEGA
- 9) Only contracted provider of the IAEMD's Principles of Emergency Medical Dispatch, 6th Edition
- 10) Only provider of Comprehensive Implementation of MPDS, FPDS, and PPDS Consulting Services (IAED Accreditation Eligibility services)
- 11) Only contracted Emergency Dispatch Instructor Training organization through the International Academies of Emergency Dispatch
- 12) Only contracted ED-Q Training organization through International Academies of Emergency Dispatch
- 13) Only contracted Quality Performance Review (QPR) comprehensive quality assurance program
- 14) Only contracted Priority Dispatch International Emergency Dispatch Leadership Certification Seminar Training organization through International Academies of Emergency Dispatch
- 15) Only MPDS, FPDS, and PPDS web-based continuing education (CDE) program provider
- 16) Only contracted provider of IAED-approved Priority Dispatch standards and versions update materials
- 17) Only provider of automated EMD Dispatch Diagnostics (Agonal Breathing Detector Dx, Pulse Check Dx, CPR Compressions Monitor and Metronome, Childbirth Contractions Timer Dx, Stroke Diagnostic Tool Dx, Aspirin Diagnostic and Instruction Tool, Meningitis Diagnostic Tool)
- 18) Only provider of Academy Analytics™ powered by FirstWatch®

Priority Dispatch takes pride in being the sole source for the majority of Priority Dispatch-related systems and services and is generally acknowledged as both the inventor of the science and the leader in the field of Priority Dispatch.

If any further information is required, please contact me directly.

Sincerely,

Jeff J. Clawson, M.D.
CEO & Medical Director

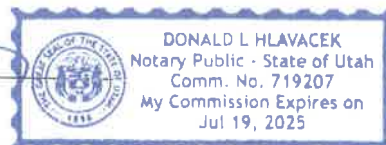
Copy Certification

State of Utah

County of Salt Lake

On this 20th day of September, in the year 2021, I certify that this document is a true, exact, and unaltered copy of the "Priority Dispatch Corp Sole Source" document, and that, to the best of my knowledge, the copied document is neither a public record nor a publicly recorded document.

Witness my hand and official Seal.

© 2018 Priority Dispatch Corp. | Origin Date: February 18, 2021

To: County Clerk's Office

Comm Order # *429-2021*

Please return purchase req with
back-up to Auditor's Office.

09/21/21

RQST
DATE

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

15351

VNDR #

Priority Dispatch

VENDOR NAME

159-12312SS

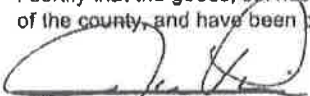
BID #

Ship to Dept #: 2711

Bill to Dept #: 2711

Dept	Account	Item Description	Qty	Unit Price	Amount
2711	71101	Q Plus Quality Performance Review Services for EFD	1	\$22,366.80	\$22,366.80
2711	71101	Q Plus Quality Performance Review Services for EMD	1	\$29,343.60	\$29,343.60
2711	71101	Q Plus Quality Performance Review Services for EPD	1	\$43,502.40	\$43,502.40
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					95,212.80

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.


 Approving Official


 Prepared By *Melinda B. ...*

PU


 Auditor Approval

430 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

7th

day of October

20 21

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Bid 25-09SEP21 -Boone County Government Center First Floor Physical Improvement Project which closed on September 9, 2021. Award is recommended to Glovecon, Inc. of Fulton, Missouri for offering the lowest and best bid.

Invoices will be paid from Department 4120 - Government Center Security Improvement, Account 71201 - Construction Costs.

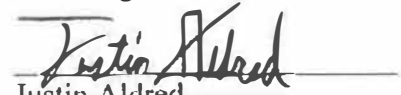
Total cost of contract is \$171,307.00 and is as follows:

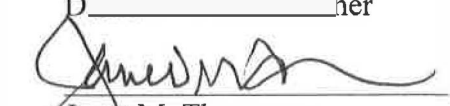
Done this 7th day of October 2021.

ATTEST:

Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Justin Aldred
D_____ner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: September 29, 2021
RE: Bid Award Recommendation: *25-09SEP21 – Boone County Government Center First Floor Physical Improvement Project*

Request for Bid *25-09SEP21 – Boone County Government Center First Floor Physical Improvement Project* closed on September 9, 2021. Three bids were received. Erik Miller with PWArchitects, Inc. and Doug Coley, Facilities Maintenance Director recommend award to Glovecon, Inc. of Fulton, Missouri for offering the lowest and best bid.

Invoices will be paid from department 4120 – Government Center Security Improvement, account 71201 – Construction Costs. Total cost of contract is \$171,307.00 and is as follows:

Collector's Office	\$13,641
Assessor's Office	\$82,434
Recorder's Office	\$75,232

ATT: Bid Tab
Erik Miller and Doug Coley Evaluation

cc: Bid File
Doug Coley, Facilities Maintenance
Janet Thompson, Commission
Erik Miller, PWArchitect

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between the **County of Boone, Missouri** (hereinafter referred to as the County), and **Glovecon, Inc.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 25-09SEP21 – Boone County Government Center First Floor Physical Security Improvement Project

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

<u>Description</u>	<u>Price</u>
Collector's Office	\$13,641.00
Assessor's Office	\$82,434.00
Recorder's Office	\$75,232.00
TOTAL	\$171,307.00

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Notice to Bidders
- Instructions to Bidders
- Bid Response
- Bid Form
- Certification Regarding Debarment
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Contract Agreement
- Warranty and Guarantee
- Performance Bond,
- Labor & Material Payment Bond
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- Contractor's Affidavit Regarding Settlement of Claims
- General Specifications
- Boone County Standard Terms and Conditions

State Wage Rates-Annual Wage Order #28
Project Plans and/or Details/Drawings

Said Specifications are part and parcel of this contract and are incorporated in this contract as fully and effectively as if set forth in detail herein. The terms of this Contract Agreement shall prevail and control over any conflicting provisions of any incorporated document, and if there is a conflict between two standards in any of the incorporated document the more stringent standard shall control.

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents (**70 business days from Architect's Notice to Proceed**) or such additional time as may be allowed by the Owner under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. Contractor shall cooperate with Deputy County Treasurer in providing all payroll documentation from Contractor and all of Contractor's subcontractors in a timely fashion in order to comply with the Prevailing Wage Law. Contractor understands that payment requests will not be further processed unless supported by adequate Prevailing Wage documentation.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in

estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

The Owner agrees to pay the Contractor in the amount: **One Hundred Seventy-One Thousand, Three Hundred Seven Dollars (\$171,307.00)**. Payment requests shall be processed as follows:

1. Contractor shall present a payment request to Architect (PWArchitects, Inc.);
2. Architect shall review and if acceptable sign the payment request and forward to Project Manager (Doug Coley, Boone County Facilities Maintenance Director) for review;
3. Project Manager will forward to Boone County Auditor (Heather Acton) for payment. Following AP process, Commission Thompson signs to approve.
4. Contractor shall send weekly prevailing wage payroll from contractor and all sub-contractors to Deputy Treasurer (Christy Johnson) for Prevailing Wage compliance verification. **Payment will not be made prior to the submission and approval of prevailing wage payroll information and data by the Boone County Treasurer's Office.**

Payments made as provided herein shall serve as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

10/7/2021

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____
at Columbia, Missouri. (Date)

GLOVECON, INC.

COUNTY OF BOONE, MISSOURI

By: Boone County Commission

DocuSigned by:
Jake Long
3215A3508682477...
By _____
Authorized Representative
Treasurer
Title _____

DocuSigned by:
Daniel K. Atwill
BA4B934CED8E4EB...
_____ Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD...
_____ CJ Dykhouse, County Counselor

DocuSigned by:
Brianna L Lennon
D267E242BFB948C...
_____ Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

DocuSigned by:
Gene E. Peterford by NR
EBB4B924AAAG48D...
Signature _____ Date 10/6/2021 Appropriation Account 4120 / 71201 - \$171,307.00

431 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

7th

day of October

20 21

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Emergency Management Performance Grant-ARPA Supplemental Award

Done this 7th day of October 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner



BOONE COUNTY
Office of Emergency Management

2145 County Drive
Columbia, MO 65202
573-554-7908

MEMORANDUM

DATE: September 29, 2021

TO: Dan Atwill, Presiding Commissioner
Justin Aldred, District I Commissioner
Janet Thompson, District II Commissioner

FROM: Chris Kelley, Deputy Director

SUBJECT: Emergency Management Performance ARPA Supplemental Grant Award Acceptance

Enclosed is the 2021 Emergency Management Performance Supplemental Grant (EMPG-ARPA) Award.

We applied for the sustainment of the outdoor warning siren maintenance that was cut from the normal EMPG application and a Radio Cache of 15 radios and chargers. We were awarded \$62,839.00 for the siren maintenance and only 3 radios and chargers.

The EMPG funding is a 50/50 cost split between the County and FEMA for this award and will not require a budget amendment for the siren maintenance, however, one will be required for the radios. Application for this grant was approved in Commission Order 286-2021.

Michael L. Parson
Governor

Sandra K. Karsten
Director of Public Safety



STATE OF MISSOURI

James Remillard
Director

STATE EMERGENCY MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC SAFETY
PO Box 116, Jefferson City, Missouri 65102
Phone: (573) 526-9100 Fax: (573) 634-7966
E-mail: mosema@sema.dps.mo.gov



September 22, 2021

Daniel Atwill
Presiding Commissioner
Boone County
801 Walnut, Ste 333
Columbia, MO 65201

Dear Daniel Atwill,

Congratulations, your agency has been approved for a 2021 Emergency Management Performance Grant (EMPG) – American Rescue Plan Act (ARPA) award from the State Emergency Management Agency (SEMA) in the amount of \$62,839.00, of which fifty percent is local match sharing. The performance period is July 1, 2021 through December 31, 2022. Enclosed are your award documents. **You, as the authorized official must sign the grant award of contract to certify acceptance of this award.** You are required to return the **original** forms back to SEMA **no later than, November 2, 2021**, to the following person and address prior to claims being reimbursed to your jurisdiction:

State Emergency Management Agency
Attn: Amy Lepper
PO Box 116
Jefferson City, MO 65102

The CFDA number for the Emergency Management Performance Grant is CFDA 97.042. Your award number is EMK-2021-EP-00005-S07.

This award is subject to all administrative and financial requirements as outlined in the 2021 EMPG Notice of Funding Opportunity, Grant Award Specific Conditions (see attached), and the EMPG Program Manual. This includes the timely submission of all financial and programmatic reports.

Thank you for your support and cooperation with this effort. If you have any questions, please contact our Grant Specialists, Jackie Hofstetter at 573-526-9256, Jackie.Hofstetter@sema.dps.mo.gov or Holly Otto at 573-751-3401, Holly.Otto@sema.dps.mo.gov.

Sincerely,

Handwritten signature of James Remillard.

James Remillard
Director



A Nationally
Accredited
Agency



State Emergency Management Agency
 2302 Militia Drive
 P.O. Box 116
 Jefferson City, MO 65102
 Phone: (573) 526-9100
 Fax: (573) 634-7966

SUBRECIPIENT AWARD

DATE
 September 22, 2021

Award Number	Amendment No.
EMK-2021-EP-00005-S07	N/A

GRANTEE NAME
 Boone County Emergency Management Agency

GRANTEE VENDOR NUMBER
 43-6000349

GRANTEE ADDRESS
 2145 E County Dr
 Columbia, MO 65202

ISSUING AGENCY
 MO State Emergency Management Agency
 PO Box 116
 Jefferson City, MO 65102

GRANT INFORMATION

PROJECT TITLE	FEDERAL AWARDING AGENCY
FY 2021 EMPG-ARPA	Federal Emergency Management Agency
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO 97.042	PERFORMANCE PERIOD FROM: 7/1/2021 TO: 12/31/2022
FEDERAL AWARD AMOUNT	\$31,419.50
LOCAL COST SHARE	\$31,419.50
TOTAL AWARD AMOUNT	\$62,839.00

CONTACT INFORMATION

EMPG GRANT SPECIALIST	GRANTEE PROJECT DIRECTOR
NAME Holly Otto	NAME Chad Martin, EMD
E-MAIL ADDRESS holly.otto@sema.dps.mo.gov	E-MAIL ADDRESS cmartin@boonecountymmo.org
TELEPHONE 573-751-3401	TELEPHONE 573-554-7900

SUMMARY DESCRIPTION OF PROJECT

The purpose of the EMPG Program is to make grants to locals in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. SEMA, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri. This award is not for Research and Development. There is no indirect cost rate for this award.

TYPED NAME AND TITLE OF OHS OFFICIAL James Remillard, Director	TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL Daniel Atwill, Presiding Commissioner
SIGNATURE OF APPROVING OHS OFFICIAL 	SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL
DATE 09/22/2021	DATE 10/7/2021

THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIFIC CONDITIONS.

Agreement Articles

DATE
September 22, 2021

AWARD NUMBER
EMK-2021-EP-00005-S07

Article I - Acknowledgement of Federal Funding from DHS

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article II - Activities Conducted Abroad

All subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article III - Age Discrimination Act of 1975

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article IV - Americans with Disabilities Act of 1990

All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All subrecipients who collect PII are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Award subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article VI- Civil Rights Act of 1964

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article VII - Civil Rights Act of 1968

All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

Article VIII – Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article IX - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award subrecipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

Article X - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XI - Drug-Free Workplace Regulations

All subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XII - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XIII - Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article XIV - False Claims Act and Program Fraud Civil Remedies

All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XV – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-428B, item number 17 for additional information and guidance.

Article XVI - Fly America Act of 1974

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XVII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225.

Article XVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

Article XIX - Lobbying Prohibitions

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XX - Non-supplanting Requirement

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XXI - Patents and Intellectual Property Rights

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XXII - Procurement of Recovered Materials

All subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXIII - Contract Provisions for Non-federal Entity Contracts under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction"). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of wage determination. The non-Federal entity must report all suspected or reported violations to the

Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C 3704 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contract and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Article XXIV – SAFECOM

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXV - Terrorist Financing E.O. 13224

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article XXVI - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXVII - Trafficking Victims Protection Act of 2000

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

Article XXVIII - Rehabilitation Act of 1973

All subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXIX - USA Patriot Act of 2001

All subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article XXX - Use of DHS Seal, Logo and Flags

All subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXI - Whistleblower Protection Act

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article XXXII - SEMA Specific Acknowledgements and Assurances

All subrecipients must acknowledge and agree to comply with applicable provisions governing SEMA access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by SEMA.
2. Subrecipients must give SEMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by SEMA regulations and other applicable laws or program guidance.

3. Subrecipients must submit timely, complete, and accurate reports to the appropriate SEMA officials and maintain appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are delinquent.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the SEMA.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the SEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

Article XXXIII- Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by SEMA, you must request instructions from SEMA to make proper disposition of the equipment pursuant to 2 C.F.R. §200.313.

Article XXXIV - Prior Approval for Modification of Approved Budget

Before making any change to the SEMA approved budget for this award, you must request prior written approval from SEMA by requesting a Subaward Adjustment.

Article XXXV - Incorporation by Reference of Notice of Funding Opportunity

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained under the 2020 Notice of Funding Opportunity and the Missouri 2020 EMPG Program Manual.

Article XXXVI – Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXVII – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXVIII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statute, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXIX – Acceptance of Post Award Changes

In the event SEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article XXXX – Universal Identifier and System of Award Management

Unless the recipient is exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of their information in the System for Award Management (SAM) until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

Article XXXXI – Other Specific Conditions

1. Subrecipients are required to use WebGrants (<https://dpsgrants.dps.mo.gov/>) to submit Quarterly Claim Requests. Sub-recipients are encouraged to submit Claim Requests throughout the quarter to allow for more up-to-date tracking of grant progress and prevent reimbursement delays.

Claim Requests for each billing period are due to SEMA as follows:

- a. Quarter 1 (July 1 to September 30): Due October 15, 2021
 - b. Quarter 2 (October 1 to December 31): Due January 15, 2022
 - c. Quarter 3 (January 1 to March 31): Due April 15, 2022
 - d. Quarter 4 (April 1 to June 30): Due July 15, 2022
 - e. Quarter 5 (July 1 to September 30): Due October 15, 2022
 - f. Quarter 6 (October 1 to December 31): Due January 31, 2023
2. A claim is required for each quarter, even if it is a zero claim for no reimbursement.

432 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

7th

day of October

20 21

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby order that the murals currently on display in the stairwell of the Boone County Courthouse be removed forthwith and that they thereafter be placed in a secure location, where the integrity of the artwork can be appropriately and safely maintained.

Done this 7th day of October 2021.

ATTEST: -

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

abstain

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Jane M. Thompson

Jane M. Thompson
District II Commissioner