

438 -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 19th 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 Request for Budget Amendment for ARPA Professional Services.

Done this 19<sup>th</sup> 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





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St. Louis, MO 63105

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CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

September 2, 2021

The County Commissioners  
Ms. June Pitchford, County Auditor  
Boone County, Missouri  
801 East Walnut Street  
Room 304  
Columbia, Missouri 65201

Dear June:

We appreciate the opportunity to be of service to Boone County, Missouri. This letter ("Letter") sets forth the services that RubinBrown LLP ("RubinBrown") will provide for you. In order to better understand each party's obligations, the terms "we," "us," and "our" refer to RubinBrown and the terms "you," "your", "management", and "the County" refer to Boone County, Missouri. Your engagement of RubinBrown will be governed by the terms of this Letter and the attached RubinBrown LLP Engagement Terms.

#### **Scope of Non-Attest Services**

RubinBrown will perform non-attest services under the direction and responsibility of June Pitchford, Jason Gibson, or other individuals as designated by the County. The purpose of our engagement will be to advise the County regarding its administration of grant funding received related to the COVID-19 pandemic. This includes funding received pursuant to the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, the American Rescue Plan Act (ARPA), as well as any additional federal or state funding that the County may receive for the purposes of addressing expenditures related to the pandemic.

Specifically, we will perform the following services for the County:

- Assist the County in developing a checklist of evaluation criteria and/or requirements or restrictions imposed by federal guidance that the County Commission could use in making decisions regarding the spending of the ARPA monies. The County will be responsible for reviewing and approving this checklist for use.
- Assist the County in developing a checklist of subrecipient monitoring procedures that the County could use either for performing the procedures using County resources or engaging RubinBrown to perform an agreed upon procedures engagement. This checklist will also include a risk assessment scoring or ranking tool/schema that the County could 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. The County will be responsible for reviewing and approving this checklist for use.
- Review and advise regarding Boone County's standard contract template to be used for ARPA awards. The County Counselor will provide one or more draft contract templates for review.

- Review and advise the County regarding specific internal controls that should be established over ARPA monies.
- Provide the County with 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.

This engagement will be performed under American Institute of Certified Public Accountants (AICPA) Consulting Standards.

### **Procedures**

Our engagement cannot be relied on to disclose instances of noncompliance with laws and regulations, fraud, or material errors attributable to management or other personnel. However, if we become aware of such incidents that are not clearly trivial, we will inform you of such instances.

We must necessarily rely upon the integrity and cooperation of management and the assistance of your employees. As a condition of our engagement, management will be responsible for the completeness and truthfulness of representations and disclosures made to us during the course of our work.

Our services are not structured to be relied upon to detect errors, irregularities, employee or management dishonesty, fraud, embezzlement or other illegal acts (hereinafter collectively referred to as "Irregularities"). In performing our services, we will advise the executive level of management of any such material Irregularities that come to our attention. However, you must understand that our services cannot be relied upon to detect such Irregularities. If you have concerns about such matters, please discuss them with us. It may be possible to design a special engagement to assist you in uncovering such Irregularities. Beth Womersley will serve as the partner responsible for the overall supervision of the engagement and for authorizing the Firm's signature on deliverables (if applicable).

### **Management Responsibilities**

You and your management will be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by us, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports or other work product or deliverables to you. The parties hereby acknowledge that in performing its services, we cannot act in the role of management or as your employee or be identified as such.

Specifically, relative to the services we will perform, management of the County acknowledges that it will perform the following functions:

- Assume all management responsibilities;
- Oversee the services by designating an individual within senior management who possesses suitable skill, knowledge and experience;
- Evaluate the adequacy and results of the services performed; and
- Accept responsibility for the results of the services.

We have determined that June Pitchford and Jason Gibson possess suitable skills, knowledge, and experience to oversee our work, and that they understand the services to be provided sufficiently to oversee them.

We understand that you will provide us with (1) access to all relevant information and personnel, (2) additional information that we may request to complete our engagement, and (3) unrestricted access to persons with the organization from whom we determine it necessary to obtain information.

### **Engagement Fees**

Our fees for the services described above are as follows:

- Develop checklist of spending evaluation criteria - \$8,500
- Develop checklist of subrecipient monitoring procedures - \$8,500
- Review standard contract template - \$8,500
- Internal control review and advise - \$13,600
- General advice - \$310 per hour (we anticipate this work being performed at the partner level)

We will keep you informed of our progress and work closely with you to structure our work to ensure that it is completed in a cost-effective manner. We will update you regularly at agreed-upon intervals on the estimated hours that will be required to complete the tasks you assign to us. In the event we determine that the services described above cannot be completed within our originally developed budget, we will inform you immediately and discuss a revised fee before proceeding further.

This engagement letter will remain in effect until December 31, 2022, unless either party informs the other in writing of its intent to terminate the engagement letter prior to that date.

### **Conclusion**

We appreciate the opportunity to be of service to you. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this Letter and the RubinBrown Engagement Terms, please sign the enclosed copy and return it to us. By signing the enclosed copy of this Letter, you acknowledge that you have read, understood and agreed to the terms as set forth in this Letter and in the RubinBrown Engagement Terms.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

Sincerely,

RubinBrown LLP



Ted Williamson, CPA  
Partner  
Direct Dial Number: 314-678-3534  
E-mail: ted.williamson@rubinbrown.com

Enclosures  
*Exhibit A - RubinBrown LLP Engagement Terms*

By signing below, the signatory further represents and warrants that she/he is authorized to approve the terms of this engagement on behalf of Boone County, Missouri.

Approved By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT A - RUBINBROWN LLP ENGAGEMENT TERMS

These Engagement Terms (the "Terms") and the engagement letter (the "Letter") incorporating the Terms (the Terms and Letter are hereinafter collectively referred to as the "Agreement"), entered into by and between RubinBrown LLP ("RubinBrown") and Client, set forth the terms and conditions of RubinBrown's engagement with Client (the "Engagement"). These Terms shall also apply to any additional work that Client requests RubinBrown to perform unless a separate engagement letter is entered into by and between RubinBrown and Client for such additional work.

1. **Agreed Upon Scope of Work/Services.** RubinBrown shall be obligated only for the work product and deliverables specified in the Letter (the "Services"), and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. Unless expressly provided for in the Letter, RubinBrown's Services do not include giving testimony, appearing or participating in any discovery proceedings, administrative hearings, court, or other legal or regulatory inquiries or proceedings and, in the event RubinBrown later agrees to perform such additional services, RubinBrown will charge and Client shall pay RubinBrown's customary fee for such services pursuant to RubinBrown's billing terms as outlined in paragraph 3 herein.

2. **Period Covered/Term and Termination.** This engagement letter covers the period beginning on the date the described Services begin (the "Effective Date") and ending on the date all such Services have been completed unless earlier terminated pursuant to these Terms. Either party may terminate this Agreement, for any reason, without penalty, on thirty (30) days' written notice to the other party or may terminate immediately for material breach of the other party on written notice to the other party. RubinBrown may also immediately terminate this Agreement or any separate engagement letter in whole or in part or decline to perform certain tasks if information comes to RubinBrown's attention indicating that performing such tasks could cause RubinBrown to be in violation of any applicable law, regulations or standards, to be in a conflict of interest or to suffer reputational damage.

3. **Billing Terms.** Invoices will be rendered monthly and presented to you for Services performed in the prior month and are due and payable within thirty (30) days of the date of the billing statement. We reserve the right to suspend or terminate further Services until payment is received on all invoices that are not paid in full within thirty (30) days of the date of the billing statement. In the event that we suspend or terminate this Engagement as a result of non-payment, you agree that we will not be responsible for your failure to meet government or other filing deadlines, or for penalties, losses, damages of any nature, or interest that may be assessed against you resulting from your failure to meet said deadlines. A one and a half percent (1½%) per month service charge will be added to balances remaining unpaid sixty (60) days or more after the invoice date. Client agrees that in the event Client fails to make any payment when due hereunder, RubinBrown may immediately terminate this Agreement or any separate engagement letter or statement of work and/or withhold delivery of any complete or incomplete Services. RubinBrown shall be entitled to recover all costs including reasonable attorney's fees incurred in furtherance of collecting such past due payments whether or not arbitration is filed.

4. **Client's Cooperation, Participation, Representations and Warranties.** While RubinBrown may from time to time suggest various options that may be available to Client and further give its professional evaluation of each of these options, Client must make the ultimate decision as to which, if any, of these options to implement. Client shall be solely responsible for applying independent business judgment with respect to RubinBrown's Services, work product and/or deliverables (including decisions regarding implementation or other further course(s) of action) and shall be solely and exclusively responsible for such decisions. Client warrants that RubinBrown shall be entitled to rely on all decisions and approvals of Client (and its counsel). Except as specifically provided in the Letter, Client further represents and warrants that RubinBrown shall be entitled to rely on the accuracy and completeness of all information provided by Client and that Client has maintained all books and records provided to RubinBrown in good order. Client agrees that RubinBrown has no duty to verify the accuracy or completeness of information provided by Client.

5. **Access to Resources and Information.** Unless specified herein as the responsibility of RubinBrown to provide, Client shall obtain for RubinBrown, on a timely basis, any internal and third-party

permissions, licenses or approvals that are required for RubinBrown to perform the Services contemplated hereunder (including the use of any necessary software or data). Client shall also provide RubinBrown with such information, signoffs and assistance as may be necessary for RubinBrown to perform the Engagement or as RubinBrown may reasonably request. Delays by Client in providing RubinBrown with requested information or in providing inconsistent, disorganized, or missing information may result in additional fees.

**6. Record Retention.** Pursuant to RubinBrown's record retention policy, at the conclusion of this Engagement, RubinBrown may retain copies of the records supplied to RubinBrown by Client and RubinBrown will return all such original records to the Client. Copies of the Client's records and any subsequent files created by RubinBrown (collectively "Work Papers") are RubinBrown's property and are not a substitute for the Client's own records. Client shall be responsible for retaining and maintaining records of its operations and records required to backup and support the Client's financial reports and tax returns. RubinBrown will destroy all pertinent Work Papers after a retention period of seven (7) years, after which time these items will no longer be available ("Record Retention Period"). RubinBrown shall not be obligated to destroy any Confidential Information created electronically pursuant to automatic or ordinary course archiving, back-up, security or disaster recovery systems or procedures. Catastrophic events or physical deterioration may result in RubinBrown's records being unavailable. RubinBrown's email retention policy is eighteen (18) months, after which time emails will no longer be available ("Email Retention Period").

**7. Confidentiality.** RubinBrown shall maintain the confidentiality of Client information, which is of a confidential nature ("Confidential Information"), using the same degree of care it uses in maintaining its own confidential information, but no less than reasonable care. Confidential Information means all Client information or material of Client, whether revealed orally, visually, or in tangible or electronic form, that is competitively sensitive material not generally known to the public that relates to the business of Client, or any of their respective interest holders, unless such information (i) was already rightfully known to RubinBrown at the time of disclosure by disclosing Party; (ii) is in or has entered the public domain through no breach of this Agreement or other wrongful act of RubinBrown; (iii) has been rightfully received by RubinBrown from a third party not under obligation of confidentiality to Client and without breach of this Agreement; or (iv) is independently developed by RubinBrown without reference or reliance on any confidential information of Client. Nothing herein shall preclude RubinBrown from disclosing Confidential Information to RubinBrown's attorneys, advisors, insurers, experts, or agents who agree to maintain the confidentiality of such information, with or without notice to Client. If any Confidential Information is sought by a validly issued subpoena or otherwise required by law, then the provisions of paragraph 9 herein shall apply.

In the course of providing professional Services to Client in connection with this engagement, RubinBrown may require the assistance of third party professional service providers with specialized capabilities or expertise. RubinBrown uses commercially reasonable means to confirm that third party professional service providers utilize commercially reasonable means to protect confidential information and Client hereby consents to the use of third-party vendors.

Except as otherwise specifically provided herein or as required by law, including any applicable open records law, Client shall at no time disclose any of RubinBrown's Services, fees, and other confidential material, including but not limited to internally developed financial models, or RubinBrown's role in the Engagement, to any third party (except to a government agency, to the extent such filing is an agreed objective of the Agreement, or as otherwise legally compelled) without RubinBrown's prior written consent through a release letter or equivalent in each case. Client's use of RubinBrown's Services hereunder (except for copies of filed tax returns) shall in any event be restricted to the stated purpose, if any, in the Letter and otherwise to Client's internal business use only. Client and RubinBrown each retains the right in any event to use the ideas, concepts, techniques, industry data and know-how used or developed in the course of the Engagement.

Notwithstanding anything herein to the contrary, (i) no term of the Agreement is intended to be, and shall not be construed to be, a condition of confidentiality as such term is used in Sections 6011, 6111 and 6112 of the Internal Revenue Code of 1986, as amended ("IRC"), the regulations thereunder and/or Section 10.35 of Treasury Department Circular 230 ("Circular 230"), (ii) Client is hereby authorized to disclose to



any and all persons, without any limitation of any kind, any aspect of any entity, plan, arrangement or transaction RubinBrown introduces, addresses or recommends, or with respect to which RubinBrown provides advice, consultation or Services pursuant to the Agreement, it being Client's duty to ascertain whether any additional authorization from any other person or entity is necessary or desirable, and (iii) there is no limitation imposed herein on any person or entity on disclosure of the tax treatment, tax structure or tax strategy of any transaction that is the subject of written advice (as defined in Circular 230) provided by RubinBrown pursuant to the Agreement.

RubinBrown is required to comply with certain peer review requirements in order to maintain its professional licensing. In complying with these peer review requirements certain confidential information may be disclosed to the reviewer. These peer reviews are only conducted by other qualified professionals who are subject to maintaining the confidentiality of information disclosed in the course of the review. Client consents to these confidential disclosures by RubinBrown and acknowledges they are not a violation of RubinBrown's obligation to maintain the confidentiality of information.

**8. Electronic Communications.** Except as instructed otherwise in writing, each party may assume that the other approves of electronic communications through encrypted or unencrypted wired or wireless email, cellular phones, voice over internet, electronic data/document web sites, portals, and/or other technology and voicemail communication of both confidential or sensitive and non-confidential or sensitive documents and other communications concerning the Engagement, as well as other means of communication used or accepted by the other. RubinBrown uses third party cloud-based services to process, transmit, store and access confidential and non-confidential client information regarding the representation of its clients. Accordingly, information regarding you and RubinBrown's Services may be transmitted to and from a third party cloud-based service providers in connection with this Agreement and Client hereby consents to RubinBrown's use of such third-party service providers.

**9. Subpoenas/Legal Orders for Client's Records and Information.** At any time during or after our Engagement, should RubinBrown receive a subpoena or other legal order from a Third Party seeking production of Client's records, documents, or Confidential Information, or testimony relating to RubinBrown's Engagement, RubinBrown will, to the extent permitted by law, notify Client as soon as practicable using the last contact information for Client known to RubinBrown. Upon such notification, should Client wish to take action to protect its records and/or its information from production in compliance with the subpoena, Client agrees to notify RubinBrown of Client's intent to take action to protect its records and/or its information from production within 3 business days after such notice or within 48 hours before the response is due, whichever is shorter and it shall be Client's obligation to take such action in compliance with applicable law, at Client's expense, using counsel of Client's choice. Irrespective of Client's decision regarding what action, if any, it intends to take to protect its records and information, RubinBrown shall have the right to engage its own counsel to assist and advise RubinBrown in coordinating with Client and/or Client's counsel in this regard, and/or in responding to the subpoena. If Client does not provide RubinBrown with notice of its intent to take action to protect its records and/or information, Client is deemed to not be asserting and/or to be waiving any accountant-client privilege and Client agrees that RubinBrown has the right to produce any and all records RubinBrown deems appropriate in compliance with the subpoena and law. Client shall reimburse RubinBrown, upon receipt of an appropriate invoice, for all of RubinBrown's internal and external costs and expenses in responding to any subpoena for Client's records, and/or providing testimony pursuant to such subpoena, including RubinBrown's reasonable and customary fees for such services, as well as its internal costs (employee time and expenses), external costs (copy services or other vendors), and reasonable attorneys' fees. For the avoidance of doubt, this provision survives any termination or expiration of this Agreement.

**10. Taxpayer Confidentiality Privileges: Use of Counsel.** The parties acknowledge that certain documents and other communications involving and/or disclosed to or by RubinBrown may be subject to one or more claims of privilege by or on behalf of Client (e.g., the attorney-client privilege, the accountant-client privilege, the IRC Section 7525 tax advisory privilege, etc.). Although Client is solely responsible for managing the recognition, establishment and maintenance (e.g., possible waiver) of these possible protections (and for involving legal counsel as it deems necessary), RubinBrown shall cooperate with Client's reasonable written instructions regarding such privileges.

- 11. Management Dishonesty.** While RubinBrown will advise Client if RubinBrown discovers errors or irregularities, Client understands and agrees that Client cannot rely on RubinBrown to detect employee or management dishonesty, including, without limitation, fraud or embezzlement, unless specifically set forth in the Letter.
- 12. External Factors; Standards of Performance.** Client acknowledges that the Engagement will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers are often uncertain or unverifiable in advance and where facts and available information change with time. Accordingly, evaluation of RubinBrown's performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in the Agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. If there are any changes in the relevant laws, regulations, industry, market conditions or other circumstances, including in the Client's own business practices, RubinBrown has no responsibility to advise Client of any such changes and Client acknowledges the need for it to re-evaluate RubinBrown's preceding Services.
- 13. Conflicts of Interest; Non-Exclusivity.** Client acknowledges that RubinBrown is currently providing or may in the future provide services of the same or similar nature to other parties and the Client agrees that RubinBrown are not prevented or barred from rendering services of the same nature or a similar nature to any other individual or entity except as prevented by law or professional standards.
- 14. Affiliates.** If the Letter provides that RubinBrown's Services may pertain not only to Client but also to a parent, subsidiaries, affiliates, advisors, contractors, family members, related trusts, partnerships, partners, estates or foundations, such Affiliates shall be bound by the terms of the Agreement. Client shall, as may be requested by RubinBrown from time to time (including subsequent to completion of the Engagement), obtain written confirmation of their agreement to the terms of the Agreement.
- 15. Limitation of Liability.** The liability of RubinBrown (including its partners, employees, agents and affiliated companies) to Client (and any purported third-party beneficiaries, including Affiliates) for any claim or damages (including but not limited to incidental, special, exemplary, punitive, economic, or consequential), whether in contract, strict liability, tort (including but not limited to RubinBrown's negligence or fault, except that this provision does not purport to limit liability for RubinBrown's intentional/willful torts or for any other liabilities for which a limitation of liability is prohibited by Missouri law), or otherwise, arising out of, connected with, or resulting from RubinBrown's Services or the Engagement generally, shall not exceed all fees related to the Engagement giving rise to such claim paid by Client to RubinBrown, even if RubinBrown has been advised of the possibility of such claims or damages.
- 16. Baker Tilly International.** RubinBrown is an independent member of Baker Tilly International. Baker Tilly International Limited is an English Company. Baker Tilly International provides no professional services to clients. Each of the member firm is a separate and independent legal entity and each describes itself as such. RubinBrown is not Baker Tilly International's agent and does not have authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, RubinBrown or any of the other independent member firms of Baker Tilly International has any liability for each other's acts or omissions. In addition, neither Baker Tilly International nor any other member has a right to exercise management control over any other member firm. RubinBrown shall in no event be held liable for any work or conduct (whether negligent, intentional, fraudulent, or otherwise) done by Baker Tilly International or any other member firm or any partner, officer, manager, personnel, affiliates, employees, or agent thereof.
- 17. Indemnification.** Client agrees to release, indemnify, and hold RubinBrown, its partners, officers, managers, personnel, agents, employees, affiliated companies, successors and assigns harmless upon demand from any liability and costs, including attorneys' fees, resulting from any knowing misrepresentation of management or any intentional or negligent act or omission by Client. Client's obligation to indemnify shall survive until such time as all claims against RubinBrown are legally barred under all applicable statutes of limitation.

18. **Independent Contractor Status.** Each party is an independent contractor with respect to the other and shall not be construed as having an employment, partnership, trustee or fiduciary relationship.

19. **Assignments and Successors.** Neither party may assign any of its rights or benefits under the Agreement without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will apply to, be binding in all respects upon, and inure to the benefit of the permitted successors, assigns, heirs, estates, and legal representatives of the parties. Notwithstanding the foregoing, RubinBrown may authorize and allow its affiliates and contractors to assist in performing the Engagement and to share in RubinBrown's rights hereunder, provided any such party shall commit (as applicable) to be bound by the restrictions set forth in the Agreement.

20. **No Third Party Rights.** Unless specifically set forth in the Letter or herein, nothing expressed or referred to in the Agreement will be construed to give any person, other than the parties to the Agreement, any legal or equitable right, remedy, claim, benefit, priority or interest under or with respect to the Agreement or any provision of the Agreement. Except as specifically provided in the Letter, the Agreement and any Services hereunder are for the sole and exclusive benefit of the Client and its permitted successors and assigns, and neither Client nor RubinBrown intends for RubinBrown's Services to be used by or to provide any benefit or guidance to any other persons.

21. **Mediation.** If Client (including any purported third-party beneficiaries, including Affiliates) is dissatisfied with the quality or timeliness of RubinBrown's Services, or believes such Services were in any way negligently performed, Client agrees to promptly notify RubinBrown in writing of its dissatisfaction and specifically set forth its complaints. If the parties are unable to resolve their differences within thirty (30) days after RubinBrown's receipt of Client's written notice, it is agreed that either party may invoke the services of an impartial mediator under the auspices of the commercial mediation rules of the American Arbitration Association, United States Arbitration and Mediation Service, or any other national neutral mediation service, at the election of the party who first requests mediation. It is agreed that no claim pertaining to the quality or timeliness and/or alleged negligence of RubinBrown's provided Services shall be arbitrated unless the foregoing procedures have first been followed and the mediator fails to settle the claim within thirty (30) days after the mediation process has concluded.

22. **BINDING ARBITRATION.** ANY AND ALL DISPUTES IN ANY WAY CONCERNING, ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY RUBINBROWN PURSUANT TO THE AGREEMENT (INCLUDING SERVICES PERFORMED UNDER ANY PRIOR AGREEMENT) OR THE BUSINESS RELATIONSHIP ARISING OUT OF THE ENGAGEMENT OR ANY PRIOR ENGAGEMENT SHALL BE COMMITTED TO BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), INCLUDING ANY DISPUTES INVOLVING PARTIES WHO ARE AFFILIATES OF CLIENT OR WHO ARE ALLEGED THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE JURISDICTION TO RESOLVE ANY DISPUTES INVOLVING RUBINBROWN, AND IT IS THE INTENT OF THIS AGREEMENT THAT THIS GRANT OF JURISDICTION BE THE BROADEST ALLOWED BY LAW, AND THAT ANY DISPUTES REGARDING THE SCOPE OF THE ARBITRATOR'S JURISDICTION BE BOTH DECIDED BY THE ARBITRATOR AND RESOLVED IN FAVOR OF ARBITRATION, EXCEPT WHERE EXPRESSLY PROHIBITED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, THE ARBITRATOR SHALL HAVE EXCLUSIVE JURISDICTION TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT WAS NOT AGREED TO, IS INVALID, OR IS VOID OR VOIDABLE. SUCH ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE AAA'S COMMERCIAL ARBITRATION RULES THEN IN EFFECT, AS MODIFIED BY THE PROVISIONS STATED HEREIN. THE LOCATION OF THE ARBITRATION SHALL BE IN THE ST. LOUIS METROPOLITAN AREA. THE PARTIES SHALL SELECT ONE ARBITRATOR, UNLESS THE AMOUNT OF ANY DEMAND OR COUNTERCLAIM IN THE ARBITRATION SHALL BE \$750,000 OR MORE, IN WHICH CASE THE PARTIES SHALL SELECT THREE ARBITRATORS. THE PARTIES SHALL HAVE THE RIGHT TO CONDUCT DISCOVERY IN THE ARBITRATION CONSISTENT WITH THAT DISCOVERY PERMITTED BY THE FEDERAL RULES OF CIVIL PROCEDURE, WITH THE

ARBITRATOR(S) TO DECIDE ANY DISCOVERY DISPUTES. ALL PROCEEDINGS CONDUCTED IN THE ARBITRATION, INCLUDING ANY DISCOVERY AND ANY ORDER ENTERED BY THE ARBITRATOR(S), SHALL BE STRICTLY CONFIDENTIAL. THE AWARD OF THE ARBITRATOR(S) SHALL BE FINAL, AND MAY BE CONFIRMED BY THE PARTIES IN THE ST. LOUIS COUNTY CIRCUIT COURT, OR IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI. THE PARTIES AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. THE PARTIES EACH HEREBY WAIVE THE RIGHT TO PARTICIPATE IN ANY CLASS ACTION, REPRESENTATIVE ACTION, OR CONSOLIDATED ACTION, WHETHER IN COURT OR ARBITRATION.

23. **Governing Law.** The Agreement will be deemed to be made, negotiated, and accepted in Missouri, governed by, and construed in accordance with the laws of the State of Missouri or, if applicable, by controlling federal law under the precedent of the United States Court of Appeals for the Eighth Circuit, without giving effect to conflicts of laws rules irrespective of place of domicile or residence of either party and without reference to conflicts of law principles. The Parties agree that any legal proceeding relating to or arising under this Agreement shall be subject to the exclusive forum and venue of the Circuit Court for St. Louis County, State of Missouri or, if applicable, the United States District Court for the Eastern District of Missouri.

24. **Attorneys' Fees and Costs.** In connection with any legal action, arbitration or litigation arising from or in connection with the Agreement or its subject matter, the prevailing party shall be entitled to recover, subject to the damage limitations set forth in the Agreement, all costs incurred by such party in furtherance of such legal action, arbitration or litigation, including reasonable attorney's fees.

25. **Construction.** To the extent any apparent or actual contradiction may exist when construing or interpreting the contents of the Letter and the Terms, the Terms shall control and supersede any statement contained in the Letter, unless expressly stated otherwise in the provision or portion of the Letter or Terms at issue.

26. **Waivers.** Neither the failure nor any delay by any party in exercising any right, power or privilege under the Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

27. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, terrorism, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; acts of God or war if the event is beyond the party's reasonable control and the affected party gives written notice to the other party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default; however, no Force Majeure event shall excuse Client of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

28. **Entire Agreement and Modification.** The Agreement supersedes all prior agreements, arrangements and communications between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. The Agreement may not be modified or amended except by the mutual written agreement of both parties.

29. **Severability.** If any arbitrator or court of competent jurisdiction holds any provision of the Agreement invalid or unenforceable, the other provisions of the Agreement will remain in full force and effect. Any provision of the Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

30. **Headings; Counterparts; Electronic Signatures.** The headings of paragraphs contained in the Agreement are provided for convenience only. They form no part of the Agreement and shall not affect its

construction or interpretation. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Client hereby consents to the use of electronic signatures for this Agreement and all RubinBrown related Services and agrees that any electronic signature or signature delivered via facsimile or other electronic means shall be deemed to be of the same force and effect as a handwritten signature.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION  
WHICH MAY BE ENFORCED BY THE PARTIES.**



## AGREEMENT FOR ARPA-RELATED NONATTEST SERVICES

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_ 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 deleted.
- 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.

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**

**BOONE COUNTY, MISSOURI**

By: \_\_\_\_\_

By: Boone County Commission

Title: \_\_\_\_\_

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CJ Dykhouse, County Counselor

\_\_\_\_\_  
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.)

2983-71101 / \$48,400.00

---

June E. Pitchford, County Auditor

Date

Appropriation Account

D A T E



**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.)

2983-71101 / \$48,400.00

---

June E. Pitchford, County Auditor

Date

Appropriation Account

## Fund Statement - Recovery Act Stimulus Fund 298 (Major Fund)

	2020 Actual	2021 Budget	2021 Estimated	2022 Budget
<b>FINANCIAL SOURCES:</b>				
<b>Revenues</b>				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	21,171,910	-	17,526,411	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	2,366	-	509	-
Hospital Lease	-	-	-	-
Other	-	-	-	-
<b>Total Revenues</b>	<b>21,174,276</b>	<b>-</b>	<b>17,526,920</b>	<b>-</b>
<b>Other Financing Sources</b>				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
<b>Total Other Financing Sources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balance Used for Operations</b>	<b>-</b>	<b>560</b>	<b>-</b>	<b>-</b>
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ 21,174,276</b>	<b>560</b>	<b>17,526,920</b>	<b>-</b>
<b>FINANCIAL USES:</b>				
<b>Expenditures</b>				
Personal Services	\$ -	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	134,842	-	-	-
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	20,944,118	560	559	-
Fixed Asset Additions	95,266	-	-	-
<b>Total Expenditures</b>	<b>21,174,226</b>	<b>560</b>	<b>559</b>	<b>-</b>
<b>Other Financing Uses</b>				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Uses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL FINANCIAL USES</b>	<b>\$ 21,174,226</b>	<b>560</b>	<b>559</b>	<b>-</b>
<b>FUND BALANCE:</b>				
<b>FUND BALANCE (GAAP), beginning of year</b>	\$ -	50	50	17,526,411
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	50	(560)	17,526,361	-
<b>FUND BALANCE (GAAP), end of year</b>	<b>50</b>	<b>(510)</b>	<b>17,526,411</b>	<b>17,526,411</b>
<b>Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year</b>				
<b>NET FUND BALANCE, end of year</b>	<b>\$ 50</b>	<b>(510)</b>	<b>17,526,411</b>	<b>17,526,411</b>
<b>Net Fund Balance as a percent of expenditures</b>	<b>0.00%</b>	<b>-91.07%</b>	<b>3135315.03%</b>	<b>0.00%</b>

439-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI  
County of Boone

} ea.

October Session of the October Adjourned

Term. 20 21

In the County Commission of said county, on the 14th 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 a request to temporarily change the budgeted hour allocation for five additional Emergency Telecommunicator positions that are currently vacant. The positions will be lowered to 1250 hours and will not be eligible for County benefits. All positions are eligible to be converted back to a full-time, benefits eligible, position upon request of the Director of the Emergency Communications Center during a budget process, or at vacancy.

Done this 14<sup>th</sup> day of October 2021.

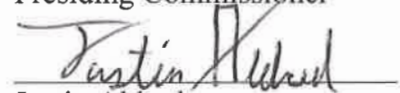
ATTEST:



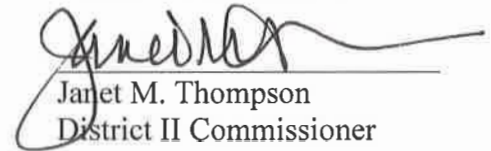
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

440-2021

# 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 19th 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 Sheriff's Department Subaward Agreement # 2020-VD-BX-0223-CAC-01.

Done this 19<sup>th</sup> 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

**MICHAEL L. PARSON**  
Governor

**SANDRA K. KARSTEN**  
Director



Lewis & Clark State Office Bldg.  
Mailing Address: P.O. Box 749  
Jefferson City, MO 65101-0749  
Telephone: 573-751-4905  
Fax: 573-751-5399

STATE OF MISSOURI  
**DEPARTMENT OF PUBLIC SAFETY**

September 29, 2021

Boone County, Cyber Task Force  
Daniel Atwill, Presiding Commissioner  
801 E. Walnut Street  
Columbia, Missouri 65201

Re: **Subrecipient Name:** Boone County, Cyber Task Force  
**Subaward Number:** 2020-VD-BX-0223-CAC-01  
**Project Title:** FY2020 CESF-CAC - Boone County, Cyber Task Force

Dear Presiding Commissioner Atwill:

Thank you for applying for the FY 2020 Coronavirus Emergency Supplemental Funding Program (CESF), Crimes Against Children/Sex Crimes (CAC) COVID-19 Funding. Your agency's application has been approved and has been awarded \$45,240.55.

Enclosed is the Subaward Agreement and the Terms and Conditions, Articles of Agreement. The Authorized Official, as identified on the Subaward Agreement, must sign in the Subrecipient Authorized Official section of the Subaward Agreement, and must initial each page of the Terms and Conditions, Articles of Agreement in the lower right-hand corner.

The above referenced document should be mailed or hand-delivered to:

Missouri Department of Public Safety  
Attn: Michelle Branson, Supervisor, CJ/LE Unit  
PO Box 749  
1101 Riverside Drive  
Jefferson City, MO 65102

If you have experienced a change in personnel that affects the Authorized Official noted on the Subaward Agreement, please notify me by email at [Michelle.Branson@dps.mo.gov](mailto:Michelle.Branson@dps.mo.gov) or by telephone at (573) 526-9014 so that revised documents can be forwarded for signature. Please do not mark through the name printed on the current Subaward Agreement or have alternative individuals sign in place of the identified person.

Should you have additional questions, feel free to contact me at any time.

Sincerely,

A handwritten signature in cursive script that reads "Michelle Branson".

Michelle Branson  
Grants Program Supervisor  
Missouri Department of Public Safety  
Criminal Justice/Law Enforcement Unit  
(573) 526-9014  
[Michelle.Branson@dps.mo.gov](mailto:Michelle.Branson@dps.mo.gov)



**Missouri Department of Public Safety**  
**Office of Homeland Security**  
**Division of Grants**  
 P.O. Box 749, Jefferson City, MO 65101  
 Telephone: 573-526-6125 Fax: 573-526-9012

**SUBAWARD AGREEMENT**

DATE 09/29/2021	
FEDERAL IDENTIFICATION NUMBER 2020-VD-BX-0223	OHS CONTROL NUMBER CAC-01
DUNS NUMBER 182739177	

SUBRECIPIENT NAME Boone County, Cyber Task Force		DUNS NUMBER 182739177	
ADDRESS 801 E. Walnut Street, Columbia			
CITY Columbia		STATE MO	ZIP CODE 65201
TOTAL AMOUNT OF THE FEDERAL AWARD \$45,240.55		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$45,240.55	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$45,240.55		TOTAL APPROVED COST SHARING OR MATCHING \$0	
PROJECT PERIOD FROM 10/01/2021	PROJECT PERIOD TO 09/30/2022	FEDERAL AWARD DATE 01/20/2020	
PROJECT TITLE FY2020 CESF-CAC - Boone County, Cyber Task Force		FUNDED BY FY 2020 Coronavirus Emergency Supplemental Funding	
FEDERAL AWARDDING AGENCY U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance	PASS THROUGH ENTITTY MO Department of Public Safety/Office of Homeland Security, Criminal Justice/Law Enforcement Unit	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 16.034		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

**CONTACT INFORMATION**

OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Michelle Branson		NAME Dwayne Carey, Sheriff	
E-MAIL ADDRESS Michelle.Branson@dps.mo.gov		ADDRESS (If different from above) 2121 County Drive	
TELEPHONE (573) 526-9014		CITY, STATE AND ZIP CODE Columbia, Missouri 65202	
PROGRAM MANAGER Joni McCarter	TELEPHONE (573) 875-1111	E-MAIL ADDRESS dcarey@boonecountymo.or	

SUMMARY DESCRIPTION OF PROJECT

The FFY 2020 Crimes Against Children/Sex Crimes COVID-19 Funding is being made available to law enforcement agencies and prosecutors involved in the investigation and prosecution of crimes against children, which increased during the COVID-19 pandemic.

**AWARDING AGENCY APPROVAL**

**SUBRECIPIENT AUTHORIZED OFFICIAL**

TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Daniel Atwill, Presiding Commissioner	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL <i>Daniel Atwill</i>	DATE 10/19/21

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



GRANT PROGRAM FY 2020 Coronavirus Emergency Supplemental Funding	SUBRECIPIENT Boone County, Cyber Task Force
FEDERAL AWARD NUMBER 2020-VD-BX-0223-CAC-01	DATE 09/29/2021
<b>Terms and Conditions Articles of Agreement</b>	

**1. Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized subrecipient official, all assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the subrecipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).


Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

**2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY 2020 Coronavirus Emergency Supplemental Funding/CAC	DIVISION/AGENCY Boone County, Cyber Task Force
FEDERAL AWARD NUMBER 2020-VD-BX-0223-CAC-01	DATE 09/29/2021

**TERMS and CONDITIONS  
Articles of Agreement**

Record retention and access: Records pertinent to the award that the subrecipient (and any sub-subrecipient ("sub-subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subrecipient (and any sub-subrecipient ("sub-subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

**3. Compliance with DOJ Grants Financial Guide**

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

**4. Reclassification of various statutory provisions to a new Title 34 of the United States Code**

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.


Effective as of September 1, 2017, any reference in this subaward document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

**5. Requirements related to de minimis indirect cost rate**

A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

**6. Requirement to report potentially duplicative funding**

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY 2020 Coronavirus Emergency Supplemental Funding/CAC	DIVISION/AGENCY Boone County, Cyber Task Force
FEDERAL AWARD NUMBER 2020-VD-BX-0223-CAC-01	DATE 09/29/2021
<b>TERMS and CONDITIONS Articles of Agreement</b>	

modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding

**7. Requirements related to System for Award Management and Universal Identifier Requirements**

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The subrecipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

**8. Employment eligibility verification for hiring under the award**

1. The subrecipient (and any sub-subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient (or any sub-subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the subrecipient (or any sub-subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

**2. Monitoring**

The subrecipient's monitoring responsibilities include monitoring of sub-subrecipient compliance with this condition.

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY 2020 Coronavirus Emergency Supplemental Funding/CAC	DIVISION/AGENCY Boone County, Cyber Task Force
FEDERAL AWARD NUMBER 2020-VD-BX-0223-CAC-01	DATE 09/29/2021
<b>TERMS and CONDITIONS Articles of Agreement</b>	

**3. Allowable costs**

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

**4. Rules of construction**

**A. Staff involved in the hiring process**

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient (or any sub-subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

**B. Employment eligibility confirmation with E-Verify**

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient (or any sub-subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the subrecipient (or sub-subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient, any sub-subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient, any sub-subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email [EVerify@E-VerifyEmployerAgent@dhs.gov](mailto:EVerify@E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

**9. Requirement to report actual of imminent breach of personally identifiable information (PII)**

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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**10. Unreasonable restrictions on competition under the award; association with federal government**

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the subrecipient or by any sub-subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any sub-award (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no subrecipient (or sub-subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The subrecipient's monitoring responsibilities include monitoring of sub-subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant subrecipient or –sub-subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any subrecipient, any sub-subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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**11. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)**

The subrecipient, and any sub-subrecipient ("sub-subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients, sub-subrecipients ("sub-subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the subrecipient or of any sub-subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients and sub-subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

**12. Determination of suitability to interact with participating minors**

SCOPE. This condition applies to this subaward if it is indicated -- in the application for the subaward (as approved by DOJ)(or in the application for any sub-subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the subaward (whether by the subrecipient, or a sub-subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The subrecipient, and any sub-subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

**13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The subrecipient, and any sub-subrecipient ("sub-subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

**14. Requirement for data on performance and effectiveness under the award**

The subrecipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

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**15. OJP Training Guiding Principles**

Any training or training materials that the subrecipient -- or any sub-subrecipient ("sub-subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

**16. Effective of failure to address audit issues**

The subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

**17. Potential imposition of additional requirements**

The subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

**18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42**

The subrecipient, and any sub-subrecipient ("sub-subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

**19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54**

The subrecipient, and any sub-subrecipient ("sub-subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

**20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38**

The subrecipient, and any sub-subrecipient ("sub-subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subrecipient and sub-subrecipient ("sub-subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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**21. Restrictions on "lobbying"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient, or any sub-subrecipient ("sub-subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.) Another federal law generally prohibits federal funds awarded by OJP from being used by the subrecipient, or any sub-subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a subrecipient (or sub-subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020)** The subrecipient, and any sub-subrecipient ("sub-subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient (or a sub-subrecipient) would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**23. Reporting potential fraud, waste, and abuse, and similar misconduct**

The subrecipient and any sub-subrecipients ("sub-subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub-subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the  
OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

**24. Restrictions and certifications regarding non-disclosure agreements and related matters**

No subrecipient or sub-subrecipient ("sub-subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or

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purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make sub-subawards ("sub-subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a sub-subaward ("sub-subgrant"), procurement contract, or sub-subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any sub-subrecipient, subcontractor, or sub-subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The subrecipient (and any sub-subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

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Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the sub recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

**26. Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients and sub-subrecipients ("sub-subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**27. Signing Authority**

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant subrecipient.

**28.** The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESFprogram-specific-condition>, that is incorporated by reference here.

**29.** The subrecipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The subrecipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any sub-subawards made under this award. Further, the subrecipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the subrecipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the subrecipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the subrecipient as a DOJ High Risk grantee; or termination of an award(s).

**30. Required monitoring of subawards**

The subrecipient must monitor sub-subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any sub-subaward. Among other things, the subrecipient is responsible for oversight of sub-subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by sub-subrecipients. The sub-recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of sub-subawards under this award.

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**31. Use of program income**

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements.

**32. Justice Information Sharing**

Subrecipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The subrecipient (and any sub-subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The subrecipient (and any sub-subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

**33. Avoidance of duplication of networks**

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

**34. Compliance with National Environmental Policy Act and related statutes**

Upon request, the subrecipient (and any sub-subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the subrecipient or by a sub-subrecipient. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the subrecipient agrees to contact BJA. The subrecipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the subrecipient, a sub-subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [https:// bja.gov/ Funding/ nepa.html](https://bja.gov/Funding/nepa.html). for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the subrecipient's or its sub-subrecipients' existing programs or activities that will be funded by these award

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funds, the subrecipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

**35. Establishment of interest-bearing account**

If award funds are being drawn down in advance, the subrecipient (or a sub-subrecipient, with respect to a sub-subaward) is required to establish an interest-bearing account dedicated specifically to this award. Subrecipients (and sub-subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The subrecipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

**36. Expenditures requiring prior approval**

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).

**37. Use of funds for DNA testing; upload of DNA profiles**

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any nongovernmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

**38. Body armor – compliance with NIJ standards and other requirements**

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

**39. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS**

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about

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such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of subrecipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

**40. "Methods of Administration" – monitoring compliance with civil rights laws and nondiscrimination provisions**

The subrecipient's monitoring responsibilities include monitoring of sub-subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions.

The details of the subrecipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

**41. Articles of Agreement Specific to the Department of Public Safety, Office of Homeland Security, Criminal Justice/Law Enforcement Unit**

(A) OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.


(B) All grant records shall be retained by the subrecipient for the period noted below.

At least five (5) years from the end of the state fiscal year in which the grant closes or following notification by the awarding agency that the grant has been programmatically and fiscally closed or at least five (5) years following the closure of the subrecipient's audit report covering the entire award period, whichever is later.

Subrecipients of funds are expected to separately identify and maintain records from different federal fiscal periods so that information may be readily located. Subrecipients are also obligated to protect records adequately against fire or other damage.

Subrecipients must maintain all documentation in their own records, even those that can be located in the WebGrants system. The items in the subrecipient file should include, but is not limited to:

- Copy of grant application
- Subaward Agreement
- Claims
- Subaward Adjustments
- Status Reports
- Final Status Reports

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- Relevant Grant Correspondence
- Subrecipient Documents
- Procurement Documents
- Disposition of Equipment Forms
- Inventory

**(C)** Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.

**(D)** Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.

**(E)** It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

**(F)** Purchases from a single feasible source for \$10,000 or over must have prior approval from OHS.

**(G)** In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.

**(H)** Prior written approval from OHS is required prior to making any changes to the OHS approved budget for this award.

**(I)** If the subrecipient is a pass-through entity, copies of the signed subaward agreements are due to OHS prior to the start of any project.

**(J)** For contractual services the following general requirements will be followed when subcontracting for work or services contained in this grant award:

**(K)** All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY 2020 Coronavirus Emergency Supplemental Funding/CAC	DIVISION/AGENCY Boone County, Cyber Task Force
FEDERAL AWARD NUMBER 2020-VD-BX-0223-CAC-01	DATE 09/29/2021
<b>TERMS and CONDITIONS Articles of Agreement</b>	

**(L)** A copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.

**(M)** The subrecipient is required to participate in any applicable Compliance Training hosted by the OHS. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.

**(N)** The subrecipient assures that federal made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

**(O)** The subrecipient agrees to notify, within a timely manner, the OHS if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants.

**(P)** All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

**(Q)** It is DPS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DPS/OHS 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 statutes, regulations, and guidance governing the participations of faith-based organizations in individual OHS programs.

**(R)** All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DPS/OHS access to records, accounts, documents, information, facilities and staff.

**(S)** Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DPS/OHS.

**(T)** Subrecipients must give DPS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DPS/OHS regulations and other applicable laws or program guidance.

**(U)** Subrecipients must submit timely, complete and accurate reports to the appropriate DPS/OHS officials and maintain appropriate backup documentation to support the reports.

**(V)** Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

**(X)** To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.

AUTHORIZED OFFICIAL INITIALS  




441-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 21

In the County Commission of said county, on the 14th 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 acceptance of the attached Grant Financial Assistance Agreement, Amendment #2, from the Department of Natural Resources for additional funding and time extension for the Greater Bonne Femme Watershed Project

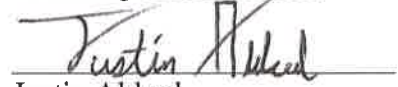
Done this 14<sup>th</sup> day of October 2021.

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





MISSOURI DEPARTMENT OF NATURAL RESOURCES  
**FINANCIAL ASSISTANCE AGREEMENT**

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION			
RECIPIENT NAME Boone County Commission		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (573) 886 - 4491	
ADDRESS 801 E. Walnut, Room 315		CITY Columbia	STATE MO
UNIQUE IDENTIFIER (DUNS NUMBER)		BUDGET PERIOD 8/1/2018 - 7/31/2022	PROJECT PERIOD 8/1/2018 - 7/31/2022
PROJECT NUMBER G19-NPS-01		ZIP CODE 65201	
RECIPIENT PROJECT MANAGER NAME Lynne Hooper		RECIPIENT PROJECT EMAIL ADDRESS Lhooper@boonecountymo.org	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 886 - 4491

PROJECT INFORMATION			
RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY) Greater Bonne Femme Watershed Based Plan Development and Demonstration: A watershed plan containing EPA's nine critical planning elements will be developed for the Greater Bonne Femme Watershed (GBFW) - comprised of the Bonne Femme and Little Bonne Femme subwatersheds. The plan will be developed to help improve and protect water quality in the GBFW by identifying pollutant sources, identifying management practices to be implemented and critical areas for their implementation, setting reachable goals and a timeline for implementing projects, and establishing an evaluation and monitoring program. The project will implement a demonstration project to inform the public about practices that can be installed to address the GBFW's bacteria impairments.			
TYPE OF ASSISTANCE New Award <input type="checkbox"/> Amendment <input checked="" type="checkbox"/>	SOURCE OF FUNDING Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/>	CFDA NUMBER 66.460	CFDA NAME Nonpoint Source Implementation
STATE PROJECT MANAGER NAME Karen Westin (karen.westin@dnr.mo.gov)		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 522 - 2880	INDIRECT COST RATE FOR RECIPIENT 1.00%
RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 135,597.00	50.00 %	\$ 10,000.00	100.00 %	\$ 145,597.00	52.00 %
State/Other Award:	\$ 0.00	0.00 %	\$ 0.00	0.00 %	\$ 0.00	0.00 %
Recipient Match:	\$ 133,860.00	50.00%	\$ 0.00	0.00%	\$ 133,263.00	48.00%
<b>Total Award:</b>	<b>\$ 268,860.00</b>	<b>100.00%</b>	<b>\$ 10,000.00</b>	<b>100.00%</b>	<b>\$ 278,860.00</b>	<b>100.00%</b>

AGREEMENT ADMINISTRATION					
THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS INCLUDING, BUT NOT LIMITED TO:					
APPLICABLE PROGRAM GUIDELINES Title 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, etc.					RECIPIENT APPLICATION, AS NEGOTIATED, DATED
BUDGET PLAN Attachment # <u>B</u>	DETAILED SCOPE OF WORK Attachment # <u>A-1</u>	SPECIAL CONDITIONS Attachment # <u>C</u>	GENERAL TERMS AND CONDITIONS Attachment # <u>D</u>	SUSPENSION/DEBARMENT Attachment # _____	PUBLIC LAW Attachment # _____
PUBLICATIONS Attachment # _____	EPA MBE/WBE UTILIZATION Attachment # <u>G</u>	CERTIFICATE REGARDING LOBBYING Attachment # <u>H</u>	INVOICE Attachment # <u>A-2</u>	ADDITIONAL ATTACHMENTS Attachment # <u>A-3-5</u> Attachment # <u>E,F</u>	

AMENDMENT INFORMATION	
AMENDMENT ID #2	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY) Amendment: Extends the budget and project periods closing date by 12 months (from July 31, 2021 to July 31, 2022), updates the milestones schedule, and increases the project budget by \$10,000 (the project is already over-matched, so no additional local contributions are needed to match the additional federal funding requested).

FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)			
FEDERAL AWARD PROJECT TITLE AND DESCRIPTION FY15 Nonpoint Source Implementation Grant (C9007407-21) - 780-0140-3440-3476-W5PD (\$34,518.00) FY17 Nonpoint Source Implementation Grant (C9007407-23) - 780-0140-3440-3476-NPAD (\$101,079.00) FY18 Nonpoint Source Implementation Grant (C9007407-24) - 780-0140-3440-3476-NPBD (\$10,000.00)			
FEDERAL AWARDING AGENCY (EPA)		FEDERAL AWARD ID NUMBER See above	PASS THROUGH ENTITY NAME MoDNR, SWCP
FEDERAL FUNDING YEAR See above	FEDERAL AWARD DATE	TOTAL AMOUNT OF FEDERAL AWARD \$	INDIRECT COST RATE FOR MoDNR 29.76%

APPROVAL		
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED) Dru Buntin, Director	SIGNATURE	DATE
RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED) Daniel K. Atwill, President/Commissioner	SIGNATURE <i>Daniel K. Atwill</i>	DATE 10/19/21

## Instructions for MoDNR staff completing Financial Assistance Agreement Form

Recipient Information: complete all fields

- Recipient Name – Must match the registered name in the System for Award Management (SAM). If the recipient is not yet registered in SAM, then they should be provided with information on how to register (<http://www.sam.gov>).
- Unique Identifier – Must match the unique identifier number in SAM. Currently it is the recipient's Data Universal Numbering System (DUNS) number which the recipient must have prior to the award. DUNS numbers may be obtained without charge at <http://fedgov.dnb.com/webform>.

Project Information: complete all fields

- CFDA Number – The Catalog of Federal Domestic Assistance (CFDA) number is found on the Notice of Award.
- CDFA Name – Is found on the Notice of Award.
- Research and Development Comments – Complete field if checking "Yes" in the Research and Development field.
- Project Funding – The Original Amount, Original Percent, Total Amount and Total Percentage fields must be completed. If the original agreement is being amended, the Amended Amount and Amended Percentage fields must also be completed.

Agreement Administration: complete all applicable fields.

Attachments included in the agreement packet should all be identified in this section.

Amendment Information: complete all fields if amending the agreement

- Amendment ID – Enter the amendment number (i.e., enter "1" if it is the first amendment, enter "2" if it is the second amendment, etc.).
- Amendment Description – Summarize what is being amended. Example: Original agreement amount is being increased by \$500,000 and the Budget Period and Project Periods are being extended six months.

Federal Award Information: Complete all fields if using federal funds for any part of the award. If the award is being funded by multiple federal grants, information on each grant must be included as an attachment.

- Federal Award Project Title and Description – Refer to the Notice of Award from the federal agency.
- Federal Awarding Agency – Designate from which federal agency MoDNR received pass through funds.
- Federal Award ID Number – Refer to the Notice of Award.
- Pass Through Entity Name – Enter information in this format: *Division, Program*.
- Federal Funding Year – Federal year the funding is provided.
- Federal Award Date – Date the federal award is signed by the authorized official of the Federal awarding agency. Refer to the Notice of Award.
- Total Amount of Federal Award – Enter the total amount awarded by the federal agency to include any amended amounts. Refer to the Notice of Award.
- Indirect Cost Rate for MoDNR – Current MoDNR rates can be found at <http://n-nr1ntra.ads.state.mo.us/das/rates-current.htm>.

Approval: complete fields below

- Department of Natural Resources Director Or Designee – Enter the name of the MoDNR director.
- Recipient Organization Authorized Official Name and Title – Enter the name and title of the person who will be signing on behalf of the recipient organization, if known.

## ATTACHMENT A-1

### TERMS OF AGREEMENT Amendment #2

#### I. SUBGRANT AWARD

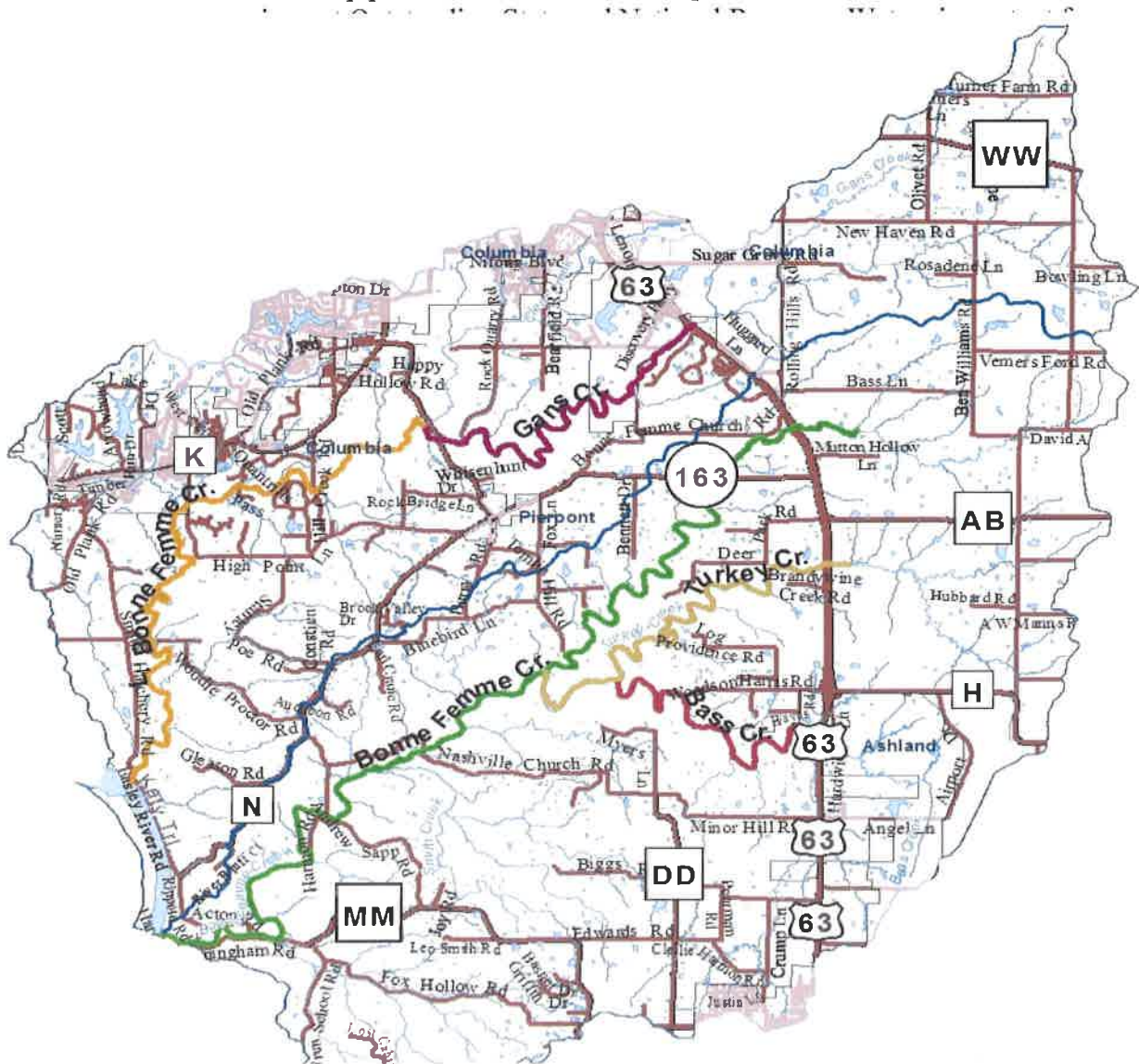
The Missouri Department of Natural Resources, Division of Environmental Quality, Soil and Water Conservation Program (SWCP), and the Boone County Commission (the County) agree to the plan of work and administrative procedures outlined herein for a “Greater Bonne Femme Watershed Based Plan Development and Demonstration Project.”

- A. The Department of Natural Resources (Department) agrees to pay the subgrantee an amount not to exceed \$145,597 during the budget and project periods of August 1, 2018 through July 31, 2022, for tasks specified in the Scope of Services and Schedule of Milestones. Included in this federal grant commitment is the Department-approved pre-award costs that were incurred by the County within 90 days prior to the award start date as allowed by 319 grant guidance. The County will utilize \$79,242 for the development of a watershed based plan (WBP) for the Greater Bonne Femme Watershed (GBFW), which will include the Bonne Femme Hydrologic Unit Code (HUC) #103001020902 and Little Bonne Femme (HUC #103001020903) subwatersheds. The remaining \$66,355 will support the implementation of a best management practice (BMP) demonstration project, water quality monitoring activities, and associated informational workshops and other public outreach activities. Federal funding is provided by the FY15 (\$34,518.00), FY17 (\$101,079.00), and FY 18 (\$10,000.00) Section 319 Nonpoint Source Implementation grants.
- B. The County will ensure the completion of tasks described and reporting required. The County will provide a match in the amount of \$133,263 for the budget and project period of August 1, 2018 through July 31, 2022.
- C. Conditions set forth in Attachment C, Special Conditions and in Attachment D, General Terms and Conditions, shall be required and will govern the performance of this agreement. Additional subgrant administration requirements are specifically listed in the Agreement Administration section of the Financial Assistance Agreement signature page.
- D. A WBP will be developed for the Greater Bonne Femme watershed and approved by the U.S. Environmental Protection Agency (EPA) within the grant project period. The plan will include the nine critical elements of a watershed plan as identified by the EPA.
- E. A Quality Assurance Project Plan (QAPP) will be developed for environmental data collection efforts. The QAPP must be reviewed and approved by the Department prior to the first date of sampling or use of secondary data. If monitoring activities are conducted under the Missouri Stream Team/Volunteer Water Quality Monitoring (VWQM) Program, their QAPP will be used to fulfill this requirement.



F. This project directly supports Goal 3 of Missouri's Nonpoint Source Management Plan (<https://dnr.mo.gov/document-search/missouri-nonpoint-source-management-plan-update-2020-2025>). Goal 3 – Prioritization and Planning is to: Prioritize restoration of impaired waters for planning and implementation, and protect sensitive, vulnerable, and high quality waters of the state so they may continue to meet their designated uses. The objectives of Goal 3 include:

- Continue to provide technical and financial support and coordination with the TMDL unit.
  - Direct watershed planning efforts within the priority watersheds where TMDLs and implementation plans have been or may serve as alternatives to TMDLs (5-alt).
- Continue to provide technical and financial support for NPS planning and restoration activities.
  - Encourage the development of restoration plans for water bodies listed as impaired under assessment categories 5 and 4a.
- Continue to provide technical and financial support for NPS protection activities.
  - Encourage protection planning activities in priority watersheds containing waters bodies assessed as Category 1 waters listed in Table 9 and subsequent §305(b) reports.
  - Develop priorities for WBPs and implementation in watersheds that



Streams within the watershed have also been shown to have *E. coli* bacteria levels in excess of current whole-body contact standards. Currently there are five streams in the GBFW that are on the Clean Water Act Section 303(d) list of impaired waters for exceeding the *E. coli* bacteria water quality standard: Little Bonne Femme Creek – Water Body Identification number (WBID) 1003; Gans Creek – WBID 1004; Bonne Femme Creek – WBID 753; Turkey Creek – WBID 751; and Bass Creek WBID 752. Without the proper planning, future development will further degrade water quality of streams within the watershed.

A general watershed plan was completed for the Bonne Femme watershed in 2007 that provided goals and recommendations to preserve the sensitive karst area, encourage low-impact development BMPs and maintain clean water without disrupting economic development (at [www.cavewatershed.org](http://www.cavewatershed.org)). The plan was approved by Boone County, the city of Columbia, and the city of Ashland.

Since 2007, the County and the city of Columbia have made changes that protect environmental quality in the GBFW:

- Boone County Resource Management recommendation for development of properties in the watershed
- Adoption of a stream buffer ordinance
- Adoption of a stormwater design manual that prevents increase in peak flows from new development
- More restrictive stormwater regulations in Boone County in Karst areas
- The city of Columbia and Boone County adoption of similar stormwater ordinances and design manuals that have stream protection requirements
- The city of Columbia allowance of a reduction in street width to reduce impervious cover
- Development and distribution of informational brochure about karst systems in Boone County

Although the current plan has created changes in the watershed, a plan with more information about pollutant sources, affected communities, and pollutant load reductions are needed to effectively protect the watershed and reduce pollutant loads to the stream. The 2007 Plan will be used as a guide in developing an EPA nine element WBP for GBFW.

### **III. OBJECTIVES**

The primary goals and objectives are to identify the causes and/or sources of the pollutants, develop recommendations for remedies through identification of optimal BMPs to improve water quality and identification of critical areas for BMP installation, estimate the costs of implementing the BMPs, and to inform the public of the need and necessity of a program to reduce pollutants in the watershed.

The nine critical planning elements addressed in the plan will be used to help meet the following objectives.

1. To protect and improve water quality in the subwatershed by identifying pollutant sources and gathering pertinent data.
2. Identify better management practices to be implemented.
3. Set realistic goals and a timeline for better management practices implementation.
4. Establish an evaluation and monitoring program to determine success of implemented projects/programs.
5. Increase success of future projects.
6. Help determine where water quality efforts should be focused.
7. Fulfill specific grant application requirements for securing future funding.
8. Assist other organizations and municipalities in water quality related efforts.
9. Provide insight for creation of more efficient implementation and/or education budgets for future projects.

#### **IV. PROJECT DESCRIPTION**

The project will develop a WBP for the Bonne Femme (HUC #103001020902) and Little Bonne Femme (HUC #103001020903) subwatersheds. The intent of the WBP is to provide guidance and action plans for identifying and mitigating existing and potential pollutant loads to the streams and protecting the integrity and stability of the watershed. The WBP will include EPA's nine critical planning elements, including the development of public education, pollution reduction (including modeling showing load reduction), development of a water quality monitoring program and water quality parameters, and identification of implementation actions with schedules and proposed funding for mitigating pollutant sources. The County will focus on reducing pollutant loads with implementation of such measures as low impact development (LID), effective stormwater BMPs to filter pollutants, and stream buffers to protect water quality and stream structure. The plan will address NPS pollution issues related to both urban and rural landuses, occurring from sources like urban development, failing septic system, livestock management and agriculture production. Urban and rural stakeholders will be invited to public meetings to discuss issues and provide input into the watershed plan development. The nine-element plan will incorporate criteria to evaluate whether load reductions are occurring on schedule. The criteria will include an adaptive management component so that methods of implementation and/or monitoring can be adjusted in response to perceived shortfalls in watershed recovery time. The project will also implement a BMP demonstration to help landowners, governmental organizations, planners, developers and other local stakeholders understand the stream water quality problems and identify possible measures they can implement to address them. The County will inform the public about water quality and environmentally sound land management and water protection. The County will install watershed roadside signs along County roads to increase public awareness of the location of subwatersheds in the project area. While the watershed plan is being written, outreach and education events will be implemented by Boone County. In addition to these activities, public meetings will occur for the citizens to comment and address concerns on the draft version of the WBP.

#### **V. SCOPE OF SERVICES**

Boone County Commission: The WBP development and project implementation will be

overseen by the County Commission. The County will assign a Project Manager to oversee and administer the grant, complete quarterly reports, report on numbers and affiliations of project participants, develop an acceptable watershed management plan, and conduct educational activities and other related associated tasks during the project period. Feedback, evaluation, and measures of success will be documented throughout the project and in the final project report.

Steering Committee: A steering committee will be organized that will include members from Boone County, the city of Columbia, the city of Ashland, the Boone County Health Department and Boone County Regional Sewer District to assist with the implementation of the project. The Committee will help with communication between project partners and support the watershed planning, education, and outreach activities.

Technical Advisory Team: A Technical Advisory Team will be used to encourage stakeholders (e.g., county/city officials, concerned citizens/landowners) representing the watershed to provide input and guidance through public meetings and workshops. The Technical Advisory Team will meet quarterly throughout the project to discuss the planning process. All technical meetings will be open for public attendance. The watershed Technical Advisory Team currently consists of representatives from Missouri Department of Natural Resources' Division of State Parks, Missouri Department of Conservation (MDC), University of Missouri, U.S. Department of Agriculture, Greenbelt Land Trust, city of Columbia, Boone County Regional Sewer District, city of Ashland, and the local agricultural community. New members added to the Technical Advisory Team include Boone County Soil and Water Conservation District, and University of Missouri Extension.

Project Manager: Lynne Hooper, Urban Hydrologist for Boone County, will serve as the project manager. The project manager will promote, manage, plan, and follow-up (and write minutes) on the meetings, conservation practices, and educational workshops that will take place within the subwatersheds. The project manager will also manage the scope, schedule, monitoring, and control activities associated with the production of the WBP; oversee and manage consultant work; coordinate volunteer support (including water quality monitoring); and complete other tasks as necessary.

The project manager will:

1. Coordinate and oversee the development of the Greater Bonne Femme WBP.
2. Assist the various entities and committees with the development of a WBP for the GBFW.
3. Schedule and host advisory/technical committee meetings, maintain communication of committees, stakeholders, and the public about the plan and planning processes.
4. Participate in all committees planning meetings.
5. Implement the project information/outreach campaign.
6. Work closely with affected entities to provide outreach and technology transfer as described in project description (based on proposal) and milestones.
7. Work closely with stakeholders and partners to initiate and promote the implementation of approved best management practices designs.
8. Provide draft copy of articles, publications, and outreach agendas to the Department's project manager for review before informational materials are finalized.
9. Provide draft copy of the WBP to the Department's project manager for review before the

document is finalized for acceptance.

Budget Administrator: Kelle Westcott, Budget Administrator for Boone County Resource Management, will manage the budget and related tasks for the duration of the project.

The Budget Administrator will:

1. Follow guidelines in the Invoicing and Reporting Guide prepared for Section 319 projects, prepare and submit financial invoices/reports, and Minority Business Enterprise/Women Business Enterprise (MBE/WBE) reports to the Department. Ensure a competitive bid process is followed and submitted to the Department for all contractual services.
2. Work closely with the Department's fiscal officer(s) to understand the necessary steps involved in adequate administration of project funds including tracking of project expenditures and timesheet maintenance.
3. Work closely with the contractor to obtain documentation needed for project administration, including establishment of contractual agreements, and preparation and submission of quarterly reports.

MOAs or Contract Agreements: The County will enter into a memorandum of agreement (MOA) or contractual agreement with partners or contract service providers for implementing various practices or programs (watershed modeling, microbial source tracking, QAPP, BMP demonstration, etc.) outlined within this agreement as necessary to maintain success of the project. Contract agreements will be developed through a competitive bid process conducted in compliance with the County policies and federal and state requirements.

Watershed Based Plan: A WBP will be developed for the Greater Bonne Femme Watershed, comprised of the Bonne Femme (HUC #103001020902) and Little Bonne Femme (HUC #103001020903) subwatersheds, to help stakeholders improve and protect water quality in the watershed. The County will use a planning process that encourages local stakeholders' participation and support. The County will work with the various agencies and committees to assist and coordinate planning efforts in developing the Greater Bonne Femme WBP. Throughout the process, stakeholder public meetings will be held to identify watershed problems, major pollutant sources, and management measures to be implemented. The data and information obtained from stakeholders meetings, research, and assessment will be compiled and used to complete a draft plan. The draft WBP will be presented to the technical and advisory committees, the Department, and the general public before finalizing the WBP by the end of this grant, for the acceptance by the Department and EPA.

The WBP will address the following nine key elements as identified by EPA.

1. An identification of the causes and sources or groups of similar sources that will need to be controlled to achieve the load reductions estimated in the watershed-based plan.
2. An estimate of the load reductions expected for the management measures.
3. A description of the NPS management measures that will need to be implemented to achieve the load reductions estimated in the plan.
4. An estimate of the amounts of technical and financial assistance needed associated costs, and/or the sources and authorities that will be relied upon to implement the plan.
5. An information/education component that will be used to enhance public understanding of



the project and encourage their early and continued participation in selecting, designing, and implementing the NPS management measures that will be implemented.

6. A schedule for implementing the NPS management measures identified in the plan that is reasonably expeditious.
7. A description of interim, measurable milestones for determining whether NPS management measures or other control actions are being implemented.
8. A set of criteria that can be used to determine whether loading reductions are being achieved over time and substantial progress is being made towards attaining water quality standards.
9. A monitoring component to evaluate the effectiveness of the implementation efforts over time measured against the criteria.

BMP Demonstration Project: A conservation practice demonstration will be implemented to illustrate effective methods that can be used to address the NPS pollutants that are affecting water quality in streams in the Greater Bonne Femme watershed. The demonstration will consist of retrofitting two detention/retention basins using green bioengineering designs that will help improve stormwater infiltration and increase the pollutant removal efficiencies for the basins. The practices must meet the Standards and Specifications in the NRCS Field Office Technical Guide or, if not applicable, the Department of Natural Resources, Missouri Department of Health and Senior Services, and MDC guidelines. Professional technicians will oversee the design and construction of the BMP(s) and certify they are installed correctly. Practice components like native plant species selection will be approved by the Department's project manager before installation occurs. All permitting procedures for any local, state and federal laws or ordinances will be followed. The 319 grant funds will not be used to install practices required under any National Pollutant Discharge Elimination System (NPDES) permit. All BMPs installed using 319 NPS funds will be maintained by agreement for the estimated useful life span of the practice. Estimated cost is \$37,500 for the demonstration project.

Education and Outreach: Education programs will be implemented that focus on informing and educating the general public about water quality issues in the GBFW. Educational events will introduce the communities to the concept of a watershed, how to preserve and protect the watershed they live in, and why there is a need to develop a WBP. Community educational and feedback meetings will be conducted to provide a forum to invite public input and comments about WBP development. The meetings will be publicized in local newspapers, city and association websites. Information will be distributed to the general public in the form of brochures, public service announcements, and newsletters. Education and outreach efforts will occur throughout the grant period. In addition to these efforts, Boone County Resource Management has produced several educational brochures which are available to members of the public. Estimated cost is \$15,145 for the education and outreach programs.

Outreach and Education events that will be implemented during the project period include:

- **Land Management Workshops**: The Bonne Femme watershed project Technical Advisory Team will be addressing various topics for landowners in the watershed.
- **Spring and Fall Monitoring Blitzes**: Conducted in the Rock Bridge Memorial State Park area, this event is in collaboration with Missouri Stream Teams. Six sites in and around the park are monitored for macroinvertebrates and chemical parameters using the VWQM protocol.

- **Water Festivals at Rock Bridge Memorial State Park:** Approximately 150 – 200 attendees learn about various aspects of water quality including macroinvertebrate diversity and identification, fish diversity and identification, sources of water pollution, and efforts to protect and restore water quality in the watershed.
- **Watershed Roadside Signs** will be installed at various locations along high-traffic county-maintained roads in the watershed to bring awareness to motorists of watershed delineations and movement from one watershed to another across the landscape.

Monitoring and Modeling: Water quality monitoring and watershed modeling will be undertaken during WBP development to obtain information and address the critical elements related to NPS pollution loading from runoff in the targeted geographical area. This monitoring/modeling section of the WBP will give valuable information to help create a greater understanding of the impacts of urban, agricultural, and/or stormwater runoff on water quality within the watershed focus area. The County will follow a written QAPP (approved by the Department) for proper sampling, handling and analysis to ensure monitoring data quality. The QAPP will include more detailed information about the monitoring program that will be conducted in the project.

1. Microbial Source Tracking (MST) analysis in the spring of 2019: Two separate collection windows are planned at 6 sites during 3 separate flow regimes, for a total of 36 samples. The design for the MST sampling is as follows: The first round of sampling (18 samples) will look for DNA markers from human and ruminant (deer and cow) sources. The second round of sampling (18 samples) will look for DNA markers from human and cow sources. The MST analysis will help identify the source(s) of the bacterial impairment in the GBFW. If the source is primarily agricultural (livestock) the partners will need to focus more efforts on establishing best management practices in critical areas in the watershed. If the source is primarily human (wastewater from septic systems) the watershed partners will need to focus more efforts on outreach and education activities for citizens living in the watershed. University of Missouri employees working in the lab of the USDA Agricultural Research Service (USDA-ARS) (Bob Lerch and Kristen Veum) will assist with filtering the samples before they are shipped to Source Molecular for DNA analysis. Estimated cost is \$4,500 for the source tracking monitoring.
2. Water Quality Monitoring: Quarterly monitoring for *E. coli* will continue throughout the project period. Quarterly monitoring for additional parameters (nutrients, agricultural chemicals) will continue throughout the project period as a complementary benefit to the project (but not supported by project funding) for as long as the voluntary responsible party (USDA Agricultural Research Service lab in Columbia) is able to assure sample collection and analysis. This monitoring schedule will mirror the schedule in place during the 4<sup>th</sup> quarter of 2016 through the year 2017: weekly monitoring at 10 sites in the watershed the first four weeks of each quarter of the year. The monitoring will include an adaptive management component so that methods of implementation and/or monitoring can be adjusted in response to perceived shortfalls in watershed recovery time. Estimated cost is \$7,650 for water quality monitoring needs.

**Pollutant Load Reduction & Assessment:** Department of Natural Resources TMDL Unit staff will develop load duration curves for the impairment pollutant (*E. coli*) and other pollutants of concern (nutrients and sediment) using EPA-accepted methodology to identify

the amount of load reduction needed to meet water quality goals. Reasonable load reduction milestones over time will be estimated after loading has been calculated. The ultimate objective will be to reduce bacteria loading to the point where the water quality standard for *E. coli* is not exceeded in any stream in the GBFW.

3. Watershed Modeling: A detailed sensitivity analysis was developed during the Section 319 grant process in the GBFW which concluded in 2007. The modeling will be revised as needed to be used in the development the Bonne Femme nine elements WBP. Using the sensitivity analysis, the partners will identify areas in the watershed that are particularly sensitive to erosion and runoff. These areas would be likely sources of bacteria loading from the landscape and will be designated as critical areas. Once critical areas are identified, BMPs will be identified that could be installed to address the stream impairment. Potential BMPs include: BMPs to reduce agricultural *E. coli* loading into watershed streams (field borders, filter strips, livestock exclusion and alternate water sources. etc.) and BMPs to reduce human *E. coli* loading into watershed streams (upgrade of septic systems, cleaning of septic tanks, etc.). Modeling will also be used to determine the water quality benefits/impacts of BMPs and prioritize the BMPs according to predicted pollutant removal effectiveness as determined by the model as well as prioritize critical areas for BMP installation. Watershed modeling will emphasize reduction of *E. coli* loading in order to address the listed impairments, but will also address other pollutants of concern that are a threat to water quality and vulnerable karst features in the watershed. A modeling QAPP will be developed and Department approved to ensure sound modeling methodology and replicability of results. Estimated cost is \$79,242 for the modeling.

#### Project Deliverables

- Watershed Based Plan (EPA accepted)
- Public meetings for WBP development
- Technical Advisory Team meetings
- Quality Assurance Project Plan for WQ monitoring (Department approved) and water quality data
- Quality Assurance Project Plan for modeling (Department approved)
- Web site development
- Watershed database by subwatersheds
- Target mailing (or e-mail)
- Demonstration project – 2 detention basin retrofits
- Demonstration field day
- Educational signs and events
- Watershed roadside signs
- Quarterly progress reports
- Annual progress reports
- Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Reports
- Final Report

#### Partners Involvement:

- Boone County Commission: Board of Directors; technical advice
- USDA – Agriculture Research Service: monitoring, sample analysis, technical advice

- City of Columbia: management support, citizen volunteers
- City of Ashland: management support, citizen volunteers
- Boone County Soil and Water Conservation District: project support, technical advice
- University Missouri-Columbia: project support; technical advice
- Missouri Department of Conservation: project support; technical advice
- Stream Teams: project support, stream monitoring

## VI. SCHEDULE OF MILESTONES

Schedule of Milestones	Responsible Entity	Targeted Completion Date	Percent Complete
Task 1 ~ <i>Project Management</i> Attend meetings with Department staff for orientation and further process meetings	Project Manager; Boone County	Aug 2018 July 2019 February 2020 July 2021 October 2021	100% 100% 100% 100% 0%
Task 2 ~ <i>Host Technical Meetings</i> Host regularly scheduled Technical Advisory Team meetings	Project Manager; Technical Advisory Team (TAT)	At least once per quarter	80%
Task 3 ~ <i>Host Steering Committee meetings</i> Host Steering Committee meetings for WBP development	Project Manager; TAT	At least once per quarter	65%
Task 4 ~ <i>Memorandums of Agreement (MOAs) or Contract Agreements</i> Establish MOAs or contracts with project partners/contractors outlining duties and responsibilities (USDA-ARS, University Missouri, modeling consultant, BMP demonstration contractor).	Project Manager; Boone County	July 2020	100%
Task 5 ~ <i>QAPP</i> Work with the Department staff to obtain approval for the QAPP before water quality monitoring begin	Project Manager	February 2020	100%
Task 6 ~ <i>Conduct Monitoring</i> Conduct water quality monitoring and microbial source tracking to determine causes and sources of pollutants	Project Manager; Boone County; Modeling Consultant	Ongoing until July 2022	80%

Schedule of Milestones	Responsible Entity	Targeted Completion Date	Percent Complete
Task 7 ~ <i>Educational Materials</i> Conduct targeted mailings/e-mails to stakeholders informing of meetings &/or various events; compile and distribute information in various forms to general public (prior approval by DNR)	Project Manager; Boone County	Ongoing until July 2022	75%
Task 8 ~ <i>Modeling and Assessment</i> Conduct watersheds assessment and evaluate land use data (past and present), using the revised sensitivity analysis to determine water quality impacts and BMP implementation	Project Manager; Boone County	a) January 2020 b) June 2020 c) Ongoing until July 2022	100% 100% 50%
a) Hire modeling consultant through procurement process b) Modeling QAPP c) Analysis			
Task 9 ~ <i>Educational Activities</i> Conduct outreach/educational activities:	Project Manager; Boone County	a) March 2019, Dec 2019, March 2020, Dec 2020, & March 2021 b) March 2019, 2020, 2021, & 2022 (2020 not held due to COVID-19) c) July 2019, 2020, & 2021 d) Oct 2018, 2019, 2020, & 2021 e) July 2021	100% 75% 100% 75% 95%
a) Land Management Workshops b) Spring Monitoring Blitzes c) Water Festivals d) Fall Monitoring Blitzes e) Watershed Roadside Signs			
Task 10 ~ <i>BMP Demonstration Project</i> Retrofit 2 stormwater detention/retention basins using green bioengineering design	Project Manager; Boone County; Construction Contractor	a) Spring 2019 b) Summer 2020 c) Fall 2020 d) Fall 2021	100% 100% 100% 0%
a) Hire construction contractor through bid process b) Construct demonstration project c) Purchase & install demo project sign d) Hold ribbon cutting/field day event			

Schedule of Milestones	Responsible Entity	Targeted Completion Date	Percent Complete
<p>Task 11 ~ <i>Draft WBP</i>  The watershed-based plan will address the nine planning elements that are required by EPA</p> <p><i>(Recommended: EACH element/section of the WBP to be submitted to DNR for review and comments throughout the drafting process)</i></p>			
a) Identification of causes and sources or groups of similar sources that will need to be controlled to achieve the load reductions estimated in this watershed-based plan	Project Manager; Boone County; Modeling Consultant	June 2020	100%
b) Estimation of load reductions expected for the management measures	Project Manager; Boone County; Modeling Consultant	July 2020	100%
c) Description of NPS management measures that need to be implemented to achieve the load reductions estimated	Project Manager; Boone County; Modeling Consultant	July 2020	100%
d) Estimate amounts of technical and financial assistance needed, associated costs, and/or the sources and authorities to be relied upon to implement this plan	Project Manager; Boone County; Modeling Consultant; TAT	July 2020	100%
e) Information/education component that will enhance public understanding and participation in selecting, designing, & implementing the NPS management measures to be implemented	Project Manager; Boone County	July 2020	100%
f) Schedule for implementing NPS management measure identified in this plan that is reasonably expeditious	Project Manager; Boone County; TAT	July 2020	100%
g) Description of interim, measurable milestones for determining whether NPS management measures or other control actions are being implemented	Project Manager; Modeling Consultant; Boone County; TAT	July 2020	100%
h) Establish a set of criteria to determine whether loading reductions are being achieved and progress made towards attaining water quality standards	Project Manager; Modeling Consultant; TAT; Boone County	July 2020	100%

Schedule of Milestones	Responsible Entity	Targeted Completion Date	Percent Complete
<p>Task 11 ~ <i>Draft WBP (continued)</i></p> <p>i) Development of a monitoring component to evaluate the effectiveness of the implementation efforts over time, measured against the established criteria.</p>	Project Manager; Modeling Consultant; TAT; Boone County	July 2020	100%
<p>Task 12 ~ <i>Submit 1<sup>st</sup> Draft of WBP for review</i></p> <p>a) The County will send draft WBP to the Department, EPA, and partners for initial review</p> <p>b) The Department and EPA return comments within 60 days of receiving draft for revisions</p> <p>c) Hold meeting with EPA and the Department to discuss/clarify comments and required updates (if needed)</p>	Project Manager; Boone County; TAT	<p>a) Aug 1, 2020</p> <p>b) Oct 1, 2020</p> <p>c) Oct 15, 2020</p>	<p>100%</p> <p>100%</p> <p>100%</p>
<p>Task 13 ~ <i>Submit 2<sup>nd</sup> Draft of WBP for review</i></p> <p>a) The County will make suggested changes and resubmit the plan to the Department, EPA and partners for a final review within 30 days of receiving the 1<sup>st</sup> draft comments</p> <p>b) The Department and EPA review and return final comment within 60 days of receiving 1<sup>st</sup> draft, for revisions</p> <p>c) Hold meeting with EPA and the Department to discuss/clarify comments and required updates (if needed)</p>	Project Manager; TAT; Boone County	<p>a) Nov 1, 2020</p> <p>b) Dec 31, 2020</p> <p>c) Oct 15, 2021</p>	<p>100%</p> <p>100%</p> <p>0%</p>
<p>Task 14 ~ <i>Submit 3<sup>rd</sup> Draft of WBP for review; revise draft WBP to address EPA and Department comments</i></p> <p>a) Do necessary modeling to address EPA requirements for plan acceptance</p> <p>b) Develop detailed implementation strategy for plan</p> <p>c) Revise draft WBP to address all EPA and Department comments</p> <p>d) Third draft of WBP submitted to EPA and Department for plan approval (60 day review period)</p>	Project Manager; Boone County; Modeling Consultant; TAT	<p>a) Oct 15, 2021</p> <p>b) Nov 1, 2021</p> <p>c) Dec 1, 2021</p> <p>d) Dec 1, 2021</p>	<p>0%</p> <p>0%</p> <p>0%</p> <p>0%</p>

Schedule of Milestones	Responsible Entity	Targeted Completion Date	Percent Complete
Task 15 ~ <i>Finalize WBP updates and distribute revised plan</i>  a) Final plan draft submitted to EPA and Department for plan approval (60 day review period) b) Final plan review conducted by EPA and Department. (Department email to the County notifying of final approval) c) Format and design WBP for publication d) Post final plan for public use (website, library, etc.).	Project Manager; TAT; Boone County	a) Mar 1, 2022 b) April 30, 2022 c) May 31, 2022 d) June 15, 2022	0% 0% 0% 0%
Task 16 ~ <i>Distribute Approved WBP</i> Print and create electronic copies of approved WBP to distribute to stakeholders and project partners	Project Manager; Boone County	June 2022	0%
Task 17 ~ <i>Host Public Meetings</i> Hold public meetings to gain input for draft plan development and present and explain the draft WBP	Project Manager; Boone County	Sept 2021 Dec 2021	0%
Task 18 ~ <i>Quarterly Reports and Invoices</i> Develop and submit quarterly report and invoice to the Department	Project Manager	Quarterly until July 2022	75%
Task 19 ~ <i>Annual Reports and MBE/WBE</i> Develop and submit annual reports and MBE/WBE to the Department	Project Manager	Oct 15 Yearly and July 31, 2022	50%
Task 20 ~ <i>Submit a Subrecipient Informational Form (FFATA) to the Department</i>	Boone County; Project Manager	Aug 1, 2018 July 1, 2019 July 1, 2020 July 1, 2021	100% 100% 100% 0%
Task 21 ~ <i>Submit draft of final report to the Department for review</i>	Project Manager	July 1, 2022	0%
Task 22 ~ <i>Submit Final Report, Annual Report, Final invoice and MBE/WBE report to the Department</i>	Project Manager; Boone County	July 31, 2022	0%

Measures of Success:

Pre- and post-survey results will be studied for comparisons of before-and-after knowledge



learned from workshops implemented in the project. Pre- and post-test results will be evaluated to determine participant knowledge gained from the any of the three educational workshops and/or related activities. Level of attendance and participation of all educational events will be tracked. Reduction in pollution will be calculated to determine the BMPs effectiveness and help the general public understand the principles of implementing NPS pollution reduction practices.

Evaluation/Feedback Mechanisms:

1. A pre- and post-survey will be given to participants of workshops to develop an understanding of the general public’s perception of implementing stormwater retention practices.
2. A pre- and post-test will be administered to students and the general public to assess knowledge gained from lessons presented during any stormwater education activities.
3. Education/Outreach efforts will be quantified by amount of materials distributed and information requested. Evaluation of overall effectiveness and repeatability of outreach projects in the area will be accomplished through comprehensive pre- and post-project surveys of the general public included in the project.
4. Efforts will be made to evaluate the options for BMPs in the subwatersheds and to assess their effectiveness in the subwatersheds and potential influence on pollutant loading. Calculations of load reductions will be done both directly by continued monitoring in areas where a treatment is located and indirectly based on the application of modeling results to assumptions of load reduction strategies at the watershed-scale.

BMP Operation and Maintenance (if applicable):

Subrecipient will assure continued proper operation and maintenance of all NPS management practices that have been implemented and funded under this agreement. Such practices shall be operated and maintained for an appropriate number of years in accordance with commonly accepted standards. The subrecipient shall include a provision in every applicable sub-agreement or contract awarded under this subgrant requiring that the management practices for the project be properly operated and maintained.

**VII. PROJECT BUDGET**

**Greater Bonne Femme Watershed Based Plan Development and Demonstration Project  
Boone County Commission  
August 1, 2018 – July 31, 2022**

Total Federal Contribution	\$ 145,597
Total Nonfederal Contribution	\$ 133,263
<b>Total Project Cost</b>	<b>\$ 278,860</b>

(See Attachment B for budget breakout.)

**VIII. PAYMENT SCHEDULE**

- A. Reimbursement to the subgrantee for the tasks described in the Scope of Services will be made according to the following schedule:

MAXIMUM EXPENSES	REIMBURSEMENT SCHEDULE	SUBMIT TO	PROJECT PERIOD	INVOICE FORMAT
\$145,597	Quarterly	319 Nonpoint Source Unit	8/1/2018 – 7/31/2022	Attachment A-2

- B. Requests for reimbursement must be accompanied by a summary of the federal expenditures by budget category. For match reporting only, if applicable, detailed documentation (such as paid bills, time sheets, receipts, invoices, cost-share/incentive agreements, etc.) must be provided for cost-share and in-kind services. The Department reserves the right to require submittal of all supporting documentation from first time project recipients and recipients that have previously failed to meet grant requirements. Expenditures must be incurred within the budget period August 1, 2018 through July 31, 2022. See Attachment A-2, Invoice and Match Report, and Attachment D, General Terms and Conditions, for additional requirements.
- C. Invoices, including expenditure summaries, must be submitted at a minimum frequency of semi-annually. Final reimbursement will be made to the subgrantee upon documentation of adequate match and completion of all required quarterly reports and the final project report/evaluation. The subgrantee must request final reimbursement no later than 60 calendar days after the project end date at which time any remaining balance of project funds will be deobligated.
- D. Invoices shall be signed by the recipient's **Financial Officer/Manager** in order to receive payment. The recipient's Finance or Accounting Office shall designate a fiscal staff contact with the Department's Soil and Water Conservation Program, Nonpoint Source Unit.
- E. Match expenditures and documentation shall be submitted with quarterly invoices at least twice per year in accordance with the federal and match percentage ratio as described in the Project Funding section of the Financial Assistance Agreement signature page. Failure to provide match in proportion to the federal expenses biannually, at minimum, may result in denial of federal reimbursement or the Department requesting a refund of federal funds.
- F. Up to twenty percent (20%) of the total federal award amount may be withheld pending satisfactory completion of the final project report/evaluation and submission to the Department.

## IX. REPORTING REQUIREMENTS

- A. Quarterly progress reports will be due November 15, February 15, May 15, and August 15

of each calendar year of the project period. Please send one **electronic** copy via the Internet to [karen.westin@dnr.mo.gov](mailto:karen.westin@dnr.mo.gov). Reports will describe project status, compare progress to scheduled milestones, and explain any variances from expected progress. The reports shall follow the format shown on Attachment A-3, Quarterly Report.

- B. An **electronic** copy of an annual report must be submitted to the Department's project manager by October 15<sup>th</sup> each year throughout the project period and at the close of the project. The reports shall follow the format shown on Attachment A-4, Annual Report Worksheet.
- C. An **electronic** copy of the final product and final project report must be submitted to the Department's project manager by July 31, 2022, with a draft due by July 1, 2022. The final report, at a minimum, should describe accomplishments, how the goals/objectives described in the subgrant agreement were met, describe the tasks completed, products produced, and an assessment of the impact of the project in addressing NPS concerns. The report should make recommendations, where relevant, on how the results or experiences of the project could be applied elsewhere. A final budget should also be included that describes the funds spent, the match contribution, and leftover funds, if any.
- D. A copy of the annual audit report or relevant portions of the audit report that pertains to the project award are to be submitted to the Department's project manager, if required under Code of Federal Regulations, Title 2 Part 200—Uniform Administrative Requirements, Cost Principles, Subpart F Audit Requirements, and as described in the Department's General Terms and Conditions, Attachment D.
- E. Recipients are allowed to earn program income in order to defray the cost of project activities funded by a 319 subgrant. Program income must be documented and reported through the receipt and expenditure invoicing process. Program income generated from supported activities including fees for services, rental income acquired under the grant, proceeds from the sale of articles fabricated under the grant, registration fees for a 319 sponsored event such as conferences, workshops, and training are some examples that must be reported. Program income shall be deducted from the federal funds committed to this project equal to the amount gained by the program income.
- F. Recipients must request any needed time extension to the award no later than 90 days prior to the current project period expiration date. Failure to request an extension in this timely manner may result in denial of the extension request.
- G. Recipients with awards equal or greater than \$25,000 are required to submit a *Subrecipient Informational Form* (end of Attachment D) if their award period for the project exceeds 12 months. This form shall be updated and returned to the Department at the end of each 12-month period from the approved project start date.
- H. Recipient agrees that:
  - 1. Reports and documents developed as part of a project funded by a 319 assistance agreement shall contain the following statement:

“This project has been funded wholly or in part by the United States

Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

2. Signage developed as part of a project funded by a 319 assistance agreement shall contain the EPA logo. A graphic file of the EPA logo and specifications on its use will be provided by U.S. EPA for use by the grantee. If the physical design of the sign allows, it should also include the following text:  
“This project has been funded through Section 319 of the Clean Water Act” **or** “This cooperative project has been funded in part through Section 319 of the Clean Water Act.”
  
3. Announcements through the web or print materials for workshops, conferences, demonstration days or other events as part of a project funded by a 319 assistance agreement shall contain the EPA logo. A graphic file of the EPA logo and specifications on its use will be provided by U.S. EPA for use by the grantee. If the physical design of the announcement allows, it should also include:  
“This project/event has been funded through Section 319 of the Clean Water Act” **or** “This cooperative project/event has been funded in part through Section 319 of the Clean Water Act.”

**ATTACHMENT B**

**BUDGET  
Amendment #2**

**Greater Bonne Femme Watershed Based Plan Development and Demonstration Project  
Boone County Commission**

August 1, 2018 – July 31, 2022

	319 Federal Funds	Nonfederal Match
Salary	\$ -0-	\$ 78,094
Fringe	-0-	55,169
Travel	-0-	-0-
Equipment	-0-	-0-
Supplies	2,904	-0-
Contractual	139,056	-0-
Other	2,195	-0-
Indirect	1,442	-0-
<b>TOTALS</b>	<b>\$145,597</b>	<b>\$133,263</b>
<b>TOTAL PROJECT COST:</b>	<b>\$278,860</b>	

## Fund Statement - Stormwater Grants Fund 214 (Nonmajor)

	2020 Actual	2021 Budget	2021 Estimated	2022 Budget
<b>FINANCIAL SOURCES:</b>				
<b>Revenues</b>				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	101,334	33,842	23,842	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	-	-	-	-
Hospital Lease	-	-	-	-
Other	-	-	-	-
<b>Total Revenues</b>	<b>101,334</b>	<b>33,842</b>	<b>23,842</b>	-
<b>Other Financing Sources</b>				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
<b>Total Other Financing Sources</b>	-	-	-	-
<b>Fund Balance Used for Operations</b>	7,291	-	-	-
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ 108,625</b>	<b>33,842</b>	<b>23,842</b>	-
 <b>FINANCIAL USES:</b>				
<b>Expenditures</b>				
Personal Services	\$ -	-	-	-
Materials & Supplies	3,239	3,943	6,550	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	226	50	50	-
Contractual Services	102,053	19,268	7,161	-
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	3,107	2,050	2,861	-
Fixed Asset Additions	-	-	-	-
<b>Total Expenditures</b>	<b>108,625</b>	<b>25,311</b>	<b>16,622</b>	-
<b>Other Financing Uses</b>				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Uses</b>	-	-	-	-
<b>TOTAL FINANCIAL USES</b>	<b>\$ 108,625</b>	<b>25,311</b>	<b>16,622</b>	-
 <b>FUND BALANCE:</b>				
<b>FUND BALANCE (GAAP), beginning of year</b>	\$ 103	1,107	1,107	32
Less encumbrances, beginning of year	-	(8,295)	(8,295)	-
Add encumbrances, end of year	8,295	-	-	-
Fund Balance Increase (Decrease) resulting from operations	(7,291)	8,531	7,220	-
<b>FUND BALANCE (GAAP), end of year</b>	<b>1,107</b>	<b>1,343</b>	<b>32</b>	<b>32</b>
<b>Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year</b>				
	(8,295)	-	-	-
<b>NET FUND BALANCE, end of year</b>	<b>\$ (7,188)</b>	<b>1,343</b>	<b>32</b>	<b>32</b>
<b>Net Fund Balance as a percent of expenditures</b>	-6.62%	5.31%	0.19%	#DIV/0!