

77 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

February Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 14th day of February 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the Resolution authorizing the applications for loans/grants for the Phenora North Sanitary Sewer Neighborhood Improvement District.

Done this 14th day of February 2024.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

RESOLUTION OF THE BOONE COUNTY, MISSOURI COMMISSION

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, State Revolving Fund Program for loans and/or grants under the Missouri Clean Water Law (Chapter 644, RSMo.).

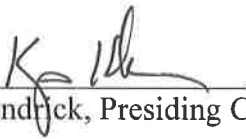
WHEREAS pursuant to the terms of the Missouri Clean Water Law, Chapter 644, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects.

NOW THEREFORE, be it resolved by the Boone County Commission

1. That Thomas T. Ratermann be and he is hereby authorized to execute and file an application on behalf of the Boone County Commission with the State of Missouri for a loan and/or grant to aid in the construction of the Phenora North Sanitary Sewer Neighborhood Improvement District (NID) connection of the Phenora North Sanitary Sewer NID Service Area to the Boone County Regional Sewer District's Rocky Fork Wastewater Treatment Plant.
2. That Thomas T. Ratermann, General Manager is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by statute or regulation, and to receive payment on behalf of the applicant.

BOONE COUNTY COMMISSION

For its Commission



Kip Kendrick, Presiding Commissioner

ATTEST:



Brianna Lennon, Boone County Clerk

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting Boone County Clerk, does hereby certify: That the attached resolution is a true and correct copy of the resolution adopted at a legally convened meeting of the Boone County Commission held on the 14th day of February, 2024; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of February, 2024.


Brianna Lennon, Boone County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 24

County of Boone

} ca.

In the County Commission of said county, on the

14th

day of

February

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve an ARPA Beneficiary Agreement with Centralia Chamber of Commerce for Chamber Renewal Project.

The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

Done this 14th day of February 2024.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4391

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: February 2, 2024
RE: ARPA Funding Beneficiary: *C000732 – Chamber Renewal Project* with Centralia Chamber of Commerce

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract # *C000732 – Chamber Renewal Project* with Centralia Chamber of Commerce. The ARPA funds will be used to partially support the Chamber Renewal Project which will allow the Chamber to hire a director, maintain an office space, update webpage, increase social media presence, plan future projects, and offer outreach training and employment assistance for the Chamber members.

Contract award is for a not to exceed amount of \$40,000 and will be paid from department 2983 – American Rescue Plan Act, account 82400 – Other Contracts.

Attached is a list of all funded and anticipated funded projects.



AGREEMENT FOR ARPA BENEFICIARY FUNDING

Boone County Contract #C000732

Chamber Renewal Project

THIS AGREEMENT dated the 14th day of February, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **Centralia Chamber of Commerce (herein "Agency")**, with an effective date of the County's execution of this Agreement.

WHEREAS, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

WHEREAS, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

WHEREAS, County desires to assist Agency with Assistance to Impacted Nonprofits; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed Forty Thousand Dollars (\$40,000.00).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

- a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:
 - i. Complete the work set out in the attached Scope of Work.
 - ii. Agency will ensure compliance with all applicable federal and state laws and regulations in the administration of the project.
 - iii. Agency will present draw-down requests on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
 - iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
 - v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
 - vi. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2024.
- b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:
 - i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- b. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- c. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- d. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.

- e. The person signing the final certification has authority to do so on behalf of and for Agency.

6. **Audits and Records Retention.** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

7. **Modification or Amendment.** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

8. **Compliance with Laws.** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

9. **Discrimination.** Agency will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws or county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

10. **Employment of Unauthorized Aliens Prohibited.** Agency agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Agency shall require each subcontractor to affirmatively state in its Agreement with the Agency that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Agency a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

11. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon fifteen (15) days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or

- b. If appropriations are not made available and budgeted as required by Missouri law.

12. **Indemnification and Hold Harmless.** To the extent permitted under Missouri law, the Agency agrees to hold harmless, defend and indemnify the County, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the Agency's services (meaning anyone, including but not limited to consultants having a contract with the Agency or subcontractor for part of the services), or anyone directly or indirectly employed by the Agency, or of anyone for whose acts the Agency may be liable in connection with providing these services including any noncompliance with applicable ARPA regulations. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

13. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

14. **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.

15. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

16. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymo.org
- b. Any written notice or communication to **Agency** shall be emailed to centraliamochamber@gmail.com and/or mailed or delivered to: Centralia Chamber of Commerce, 108 S Rollins St., Suite 3, Centralia, MO 65240.

[This space is intentionally blank. Signatures appear on following page.]


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


Agency: Centralia Chamber of Commerce

Boone County, Missouri

By:

By: Boone County Commission

DocuSigned by:

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DocuSigned by:

044C0BE81C0C4D8...

DocuSigned by:

57400BED96434D4...

Kip Kendrick, Presiding Commissioner

Approved as to Legal Form:

ATTEST:

DocuSigned by:

7D71DEAEB9D74DD...

DocuSigned by:

D267E242BFB948C...

CJ Dykhouse, County Counselor

Brianna L. Lennon, County Clerk

BOONE COUNTY 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.)

| | | |
|---|----------|-----------------------|
| DocuSigned by:  E891DB24AAAC48D... | 2/7/2024 | 2983-84200 / \$40,000 |
| Signature | Date | Appropriation Account |

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

February Session of the January Adjourned

Term. 20 24

In the County Commission of said county, on the 14th day of February 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve an ARPA Funding Subrecipient Agreement with Columbia Public School District for Boone County Nature School for \$200,000.00.

The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

Done this 14th day of February 2024.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4391

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: January 30, 2024
RE: ARPA Funding Subrecipient: *C000724 – Boone County Nature School*
with Columbia Public School District

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract # *C000724 – Boone County Nature School*. The ARPA funds will be used for the Boone County Nature School for the construction of a \$6+ million educational center that provides placed-based educational opportunities for students in all six Boone County school districts (Centralia, Columbia, Hallsville, Harrisburg, Southern Boone, and Sturgeon). The ARPA award will assist in the construction of the educational center which will provide differentiated instruction and help to address the impacts of lost learning that occurred as a result of the pandemic.

Contract award is for a not to exceed amount of \$200,000 and will be paid from department 2983 – American Rescue Plan Act, account 82400 – Other Contracts.

Attached is a list of all the funded projects.



AGREEMENT FOR ARPA FUNDING
Boone County Contract #C000724
Boone County Nature School

THIS AGREEMENT dated the 14th day of February, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **Columbia Public School District (herein "Agency")**, with an effective date of the County's execution of this Agreement.

WHEREAS, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

WHEREAS, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation of the subject ARPA funds; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed Two Hundred Thousand Dollars (\$200,000.00).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

- a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:
 - i. Complete the work set out in the attached Scope of Work.
 - ii. Agency will ensure compliance with all applicable federal and state laws and regulations including required contract provisions in the administration of the project.
 - iii. Agency will present draw-down requests to on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
 - iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
 - v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
 - vi. Agency, in compliance with 2 CFR 200.334, will for three (3) years after completion of the project will provide all information and documentation needed for monitoring purposes by the County, the County's external auditor, or U.S. Treasury.
 - vii. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2026.
- b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:
 - i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures made with the provided funding were: 1) to perform activities deemed allowable under federal guidance and approved herein; 2) expenses were incurred after March 3, 2021 and prior to December 31, 2024; and 3) all funds were expended prior to December 31, 2026.
- b. Agency is not using ARPA funds to meet the local matching portion of another federal award unless permitted by the other award.

- c. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- d. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- e. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- f. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.
- g. The person signing the final certification has authority to do so on behalf of and for Agency.

6. ***Avoiding Duplication of Funding.*** Agency shall not invoice County for expenses invoiced to another funding source. Agency shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

8. ***Modification or Amendment.*** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

9. ***Compliance with Laws.*** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

10. ***Discrimination.*** Agency will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws or county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** Agency may enter into subcontracts and other agreements in connection with a project as Agency deems necessary within the terms of the contract. Any subcontractor or party to an agreement with Agency on this project shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

12. **Employment of Unauthorized Aliens Prohibited.** Agency agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Agency shall require each subcontractor to affirmatively state in its Agreement with the Agency that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Agency a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

13. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon fifteen (15) days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

14. **Indemnification and Hold Harmless.** To the extent permitted under Missouri law, the Agency agrees to hold harmless, defend and indemnify the County, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the Agency's services (meaning anyone, including but not limited to consultants having a contract with the Agency or subcontractor for part of the services), or anyone directly or indirectly employed by the Agency, or of anyone for whose acts the Agency may be liable in connection with providing these services including any noncompliance with applicable ARPA regulations. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

15. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

16. **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.

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

18. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymmo.org

b. Any written notice or communication to **Agency** shall be emailed to boonecountynatureschool@gmail.com and BYearwood@cpsk12.org

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

Agency: Columbia Public School District

Boone County, Missouri

By:

By: Boone County Commission

DocuSigned by:
Heather McArthur
8236B294AB7A40F...

DocuSigned by:
Kip Kendrick
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

Approved as to Legal Form:

ATTEST:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD...

DocuSigned by:
Brianna L Lennon
D267E242BFB948C...

CJ Dykhouse, County Counselor

Brianna L. Lennon, County Clerk

BOONE COUNTY 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.)

DocuSigned by:
Kyle Riggs
by *JF*
8C24BD84EE7A483...

2/5/2024

2983-84200 / \$200,000

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 24

In the County Commission of said county, on the 14th day of February 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve an ARPA Subrecipient Agreement with Show-Me Habitat for Humanity for Habitat for Humanity.

The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

Done this 14th day of February 2024.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4391

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: February 2, 2024
RE: ARPA Funding Subrecipient: *C000726 – Habitat for Humanity* with Show-Me Central Habitat for Humanity

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract # *C000726 – Habitat for Humanity* with Show-Me Central Habitat for Humanity. The ARPA funds will be used to support Habitat for Humanity in completing phase two infrastructure for the affordable housing subdivision of Boone Prairie Village. The funds will be used to pay for grading, land surveying, street work, utilities at Boone Prairie Village. At the completion of this project 30 more lots will be prepared and designated for the construction of low-income family homes.

Contract award is for a not to exceed amount of \$708,500 and will be paid from department 2983 – American Rescue Plan Act, account 82400 – Other Contracts.

Attached is a list of all the funded projects.

01/26/24

RQST
DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

16651

Show-Me Central Habitat for Humanity

C000726

VNDR #

VENDOR NAME

BID #

Ship to Dept #:

Bill to Dept #:

| Dept | Account | Item Description | Qty | Unit Price | Amount |
|------|---------|-------------------------------------|-----|--------------|--------------|
| 2983 | 84200 | Habitat for Humanity (ARPA Funding) | 1 | \$708,500.00 | \$708,500.00 |
| | | | | | \$0.00 |
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| | | | | | \$0.00 |

GRAND TOTAL: 708,500.00

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

[Signature]
Approving Official

PU

[Signature]
Prepared By

Auditor Approval



AGREEMENT FOR ARPA FUNDING
Boone County Contract #C000726
Habitat for Humanity

THIS AGREEMENT dated the 14th day of February, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and **Show-Me Central Habitat for Humanity (herein "Agency")**, with an effective date of the County's execution of this Agreement.

WHEREAS, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

WHEREAS, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation of the subject ARPA funds; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed Seven Hundred Eight Thousand Five Hundred Dollars (\$708,500.00).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:

- i. Complete the work set out in the attached Scope of Work.
- ii. Agency will ensure compliance with all applicable federal and state laws and regulations including required contract provisions in the administration of the project.
- iii. Agency will present draw-down requests to on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
- iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
- v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
- vi. Agency, in compliance with 2 CFR 200.334, will for three (3) years after completion of the project will provide all information and documentation needed for monitoring purposes by the County, the County's external auditor, or U.S. Treasury.
- vii. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2026.

b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:

- i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures made with the provided funding were: 1) to perform activities deemed allowable under federal guidance and approved herein; 2) expenses were incurred after March 3, 2021; and 3) all funds were expended prior to December 31, 2026.
- b. Agency is not using ARPA funds to meet the local matching portion of another federal award unless permitted by the other award.

- c. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- d. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- e. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- f. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.
- g. The person signing the final certification has authority to do so on behalf of and for Agency.

6. ***Avoiding Duplication of Funding.*** Agency shall not invoice County for expenses invoiced to another funding source. Agency shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

8. ***Modification or Amendment.*** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

9. ***Compliance with Laws.*** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

10. ***Discrimination.*** Agency will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws or county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** Agency may enter into subcontracts and other agreements in connection with a project as Agency deems necessary within the terms of the contract. Any subcontractor or party to an agreement with Agency on this project shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

12. **Employment of Unauthorized Aliens Prohibited.** Agency agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Agency shall require each subcontractor to affirmatively state in its Agreement with the Agency that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Agency a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

13. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon fifteen (15) days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

14. **Indemnification and Hold Harmless.** To the extent permitted under Missouri law, the Agency agrees to hold harmless, defend and indemnify the County, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the Agency's services (meaning anyone, including but not limited to consultants having a contract with the Agency or subcontractor for part of the services), or anyone directly or indirectly employed by the Agency, or of anyone for whose acts the Agency may be liable in connection with providing these services including any noncompliance with applicable ARPA regulations. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

15. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

16. **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.

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

18. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymo.org

- b. Any written notice or communication to **Agency** shall be emailed to austin@showmehabitat.com and/or mailed or delivered to: Habitat for Humanity, 1305 Business Loop 70 E., Columbia, MO 65201.

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

Agency: Show-Me Central Habitat for Humanity

Boone County, Missouri

By:

By: Boone County Commission

DocuSigned by:
Austin View
D98705F817F840C...

DocuSigned by:
Kip Kendrick
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

Approved as to Legal Form:

ATTEST:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD...

DocuSigned by:
Brianna L Lennon
D267E242BFB948C...

CJ Dykhouse, County Counselor

Brianna L. Lennon, County Clerk

BOONE COUNTY 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.)

| | | |
|--|----------|------------------------|
| DocuSigned by: Kyle Pieman by HA EB91DB24AAAC49D... | 2/9/2024 | 2983-84200 / \$708,500 |
| Signature | Date | Appropriation Account |

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

February Session of the January Adjourned

Term. 20 24

County of Boone

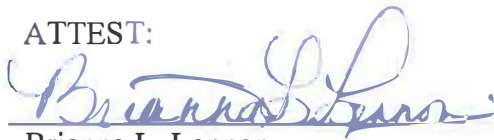
In the County Commission of said county, on the 14th day of February 20 24

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 Budget Amendment for Department 2983 for all remaining ARPA funds must be awarded by 12/31/2024. This Budget Amendment is to add the remaining eligible amount of ARPA funds to the budget.


Done this 14th day of February 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

1/29/24

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)

Transfer From Transfer To
Decrease Increase

| Dept | Account | Fund/Dept Name | Account Name | Transfer From Decrease | Transfer To Increase |
|------|---------|--------------------------|-----------------|---------------------------|-------------------------|
| 2983 | 84200 | American Rescue Plan Act | Other Contracts | | 7,104,701 |
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| | | | | - | 7,104,701 |

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

All remaining ARPA funds must be awarded by 12/31/2024. This amendment is to add the remaining eligible amount of ARPA funds to the budget.

Auditor's Office
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: Remaining ARPA FUNDS FY24

[Signature]
Auditor's Office
[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

(Agenda)

[Signature]
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing

| Recipient Project ID | Project Name | Total Amount Awarded or Obligated | Total Expenditures (amount paid) | Remaining Balance |
|----------------------|--|--------------------------------------|-------------------------------------|-------------------|
| 001 | Management & Oversight Consulting | 48,400.00 | \$ 18,900.00 | \$ 29,500.00 |
| 002 | PPE - Boone County | 4,620.00 | \$ 4,620.00 | \$ - |
| 003 | Boone County Inmate Housing-2021 | 607,490.16 | \$ 607,490.16 | \$ - |
| 004 | CPS Nature School | 250,000.00 | \$ 250,000.00 | \$ - |
| 005 | Revenue Replacement Standard Allowance (\$2.5m per year 2023 thru 2026) | 10,000,000.00 | \$ 2,500,000.00 | \$ 7,500,000.00 |
| 006 | Columbla Housing Authority - Low Income Housing | 5,000,000.00 | \$ - | \$ 5,000,000.00 |
| 007 | Contract Administration Services | 220,000.00 | \$ 30,429.00 | \$ 189,571.00 |
| | Total | 16,130,510.16 | | |
| | Total ARPA Funds Awarded | 35,052,822.00 | | |
| | Total Awarded | 16,130,510.16 | | |
| | Total Pending Award | 11,817,611.00 | | |
| | Remaining Balance | 7,104,700.84 | | |