

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

July Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

9th

day of

July

2020

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 Contract Amendment Number Three to Contract 40-27NOV18 for Law Enforcement Uniform Clothing and Boots, Term and Supply for the Boone County Sheriff's Department.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Three.

Done this 9th day of July 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: June 26, 2020
RE: Amendment #3 to Contract 40-27NOV18 for Law Enforcement Uniform Clothing and Boots, Term and Supply for the Boone County Sheriff Department

Amendment #3 to contract 40-27NOV18 for Law Enforcement Uniform Clothing and Boots, Term and Supply for the Boone County Sheriff Department that was awarded February 19, 2019 (Commission Order 67-2019) is being amended to add some shirt and boot items the Sheriff's Department requires.

All other terms, conditions and prices of the original agreement as previously amended remain unchanged.

The following Departments/Accounts will be used for payments:

- 1251 – Sheriff /23300 - Uniforms
- 1255 – Corrections /23300 - Uniforms
- 2901 – Sheriff Operations – LE Sales Tax /23300 - Uniforms
- 2902 – Corrections – LE Sales Tax /23300 - Uniforms

/lp

cc: Gary German, Sheriff's Department
Contract File

Commission Order: 302-2020

Date: 07-09-20

**CONTRACT AMENDMENT NUMBER THREE TO THE
PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT UNIFORM CLOTHING AND BOOTS, TERM AND SUPPLY**

The Agreement **40-27NOV18** dated February 19, 2019 (Commission Order 67-2019) made by and between Boone County, Missouri **Galls, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD** the following line items to the contract:

Pricing Page Line Item Number	Product Description	Firm, Fixed Price Per Each
2.52	Blauer Polyester Armorskin® Base Shirt Long Sleeve , Style 8371 - Men's – Sizes XS through XL	\$41.67
2.53	Blauer Polyester Armorskin® Base Shirt Long Sleeve , Style 8371 - Men's – Size 2X	\$45.84
2.54	Blauer Polyester Armorskin® Base Shirt Long Sleeve , Style 8371 - Men's – Size 3X	\$50.00
2.55	Blauer Polyester Armorskin® Base Shirt Long Sleeve , Style 8371 - Men's – Size 4X	\$54.17
2.56	Blauer Polyester Armorskin® Base Shirt Long Sleeve , Style 8371 - Men's – Sizes 5XT and 5X	\$72.92
2.57	Blauer Polyester Armorskin® Base Shirt Short Sleeve , Style 8372 – Men's Sizes XS-XL	\$39.00
2.58	Blauer Polyester Armorskin® Base Shirt Short Sleeve , Style 8372 – Men's - Size 2X	\$43.00
2.59	Blauer Polyester Armorskin® Base Shirt Short Sleeve , Style 8372 – Men's - Size 3X	\$47.00

Commission Order: 302-2020

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2.60	Blauer Polyester Armorskin ® Base Shirt Short Sleeve , Style 8372 – Men's - Size 4X	\$51.00
2.61	Blauer Polyester Armorskin ® Base Shirt Short Sleeve , Style 8372 – Men's - Size 5X	\$69.00
2.62	Blauer Polyester Armorskin ® Base Shirt Long Sleeve , Style 8371W - Women's – Sizes XS through XL	\$42.00
2.63	Blauer Polyester Armorskin ® Base Shirt Long Sleeve , Style 8371W - Women's – Size 2X	\$46.00
2.64	Blauer Polyester Armorskin ® Base Shirt Long Sleeve , Style 8371W - Women's – Size 3X	\$50.00
2.65	Blauer Polyester Armorskin ® Base Shirt Short Sleeve , Style 8372W – Women's Sizes XS-XL	\$39.00
2.66	Blauer Polyester Armorskin ® Base Shirt Short Sleeve , Style 8372W – Women's Size 2X	\$43.00
2.67	Blauer Polyester Armorskin ® Base Shirt Short Sleeve , Style 8372W – Women's Size 3X	\$47.00
2.68	5.11 Tactical 8" Skyweight Side Zip Waterproof Boot- Black Item SKU FT462	\$120.00
2.69	Under Armour Valsetz RTS 1.5 Tactical Boot – Men's Item SKU FT1222	\$89.25
2.70	Under Armour Valsetz RTS 1.5 Tactical Boot – Women's Item SKU FT1225	\$87.55

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Date: 07-09-20

2.71	CE-3FC Seal Insignia Collar Pin – Style ZA3208	\$17.78
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2. Except as specifically amended hereunder, all other terms, conditions, provisions and prices of the original agreement, as amended by previous contract amendment, shall remain the same and apply hereto.

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

GALLS, LLC

BOONE COUNTY, MISSOURI

DocuSigned by:
 By: David Schene
 3D535D206BD6495...
 Title: Chief Financial Officer

By: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
 Residing Commissioner
 5A1834C2D841E5...

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
 County Counselor
 7D71DEAEB9D74D5...

DocuSigned by:
Brianna Lennon by MT
 County Clerk
 7D82DA988BF6495...

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.)

1251/23300;1255/23300;2901/23300; and 2902/23300 – Term and Supply

DocuSigned by:
[Signature] 7/6/2020
 Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

9th

day of

July

2020

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

Now on this day the County Commission of the County of Boone does hereby require, effective at 5:00 pm on Friday, July 10, 2020, all persons entering the Roger B. Wilson Boone County Government Center (801 E. Walnut St.) and the Boone County Annex (623 E. Ash St.) abide by the City of Columbia Ordinance 024284 (attached), requiring the wearing of face masks while in common areas of the Government Center and County Annex. This order will remain in effect through the duration of Ordinance 024284 or until modified, extended, or ended in a subsequent order and incorporates the exempted activities identified in Ordinance 024284 and any subsequent exception authorized by that ordinance.

The common areas of the Government Center and County Annex include areas such as the lobby, atrium, stairwells, elevators, walkways, and conference rooms.

Offices within the Government Center may make other determinations for requirements within their offices.

Done this 9th day of July 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

024285

Permanently Passed
Filed in Clerk's Office

Introduced by Treece

First Reading 7-6-20

Second Reading 7-6-20

Ordinance No. 024284

Council Bill No. B 168-20 A

AN ORDINANCE

establishing the requirement to wear a face mask in certain locations in order to prevent or limit the spread of the COVID-19 disease; authorizing the adoption of further orders for the implementation of the ordinance; declaring an emergency for enactment; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

WHEREAS, the novel coronavirus disease (COVID-19) is a highly infectious and dangerous disease that on March 11, 2020 was declared by the World Health Organization to be a pandemic; and

WHEREAS, due to the COVID-19 pandemic there have been declarations of emergency enacted by the President of the United States, the Governor of the State of Missouri and the City of Columbia; and

WHEREAS, on March 17, 2020 due to the presence of COVID-19 within the City of Columbia and consistent with guidelines issued by the Centers for Disease Control, the Director of Public Health and Human Services ("Director") issued Order 2020-01, which placed a limit on the number of people to congregate at mass gatherings, public and private events and other places of business to 50 persons; and

WHEREAS, Order 2020-01 was superseded on March 21, 2020 by Order 2020-02, which provided for additional rules and regulations on public gatherings and limited the number of persons at any particular gathering to 10 persons; and

WHEREAS, on March 24, 2020 due to the rapid spread and the existence of community transmission of COVID-19 within the City, the Director issued Order 2020-03, which continued the limit on public gatherings and added a Stay at Home Order mandating all persons within the City of Columbia stay at home or at their place of residence except for carrying out Essential Activities, Essential Governmental Functions, or to operate Essential Businesses and Operations as more fully set forth in that order; and

WHEREAS, on April 23, 2020 the Director extended and revised the March 24, 2020 Stay at Home Order by issuing Order 2020-04, which allowed more businesses to

operate while at the same time continuing to place limitations on public interaction in order to the control the spread of COVID-19; and

WHEREAS, the orders issued on March 24, 2020 and April 23, 2020 were effective in controlling the spread of COVID-19, reducing both the number of cases and the rate of community transmission to near zero, but at the same time created significant economic hardship and disruption for some members of the community; and

WHEREAS, the Director began the slow reopening of the local economy with Order 2020-05 effective on May 4, 2020, which generally provided for 25% occupancy for businesses while continuing to limit intentional gatherings to 10 persons and requiring social distancing between employees at all establishments; and

WHEREAS, on May 26, 2020, Order 2020-06 implementing Phase 2 Step 2 of the reopening plan was implemented generally authorizing 50% occupancy of businesses and increasing the size of intentional gatherings to 50 persons; and

WHEREAS, on June 23, 2020, Phase 2 Step 3 of the reopening plan went into effect under Order 2020-07 generally authorizing most businesses to reopen with implementation of social distancing requirements and limiting large gatherings to 100 persons with certain exceptions allowed if the business could provide an operational plan to ensure customer safety; and

WHEREAS, the COVID 19 positivity rate of Boone County residents increased from 0.4% during the period from May 1 to May 7, 2020, to 8.2% during the period from June 19 to June 25, 2020; and

WHEREAS, it took 55 days from the first identified case of COVID-19 in Boone County for the total number of cases get to 100, another 26 days to go from 100 to 200 cases but only 14 days to go from 200 to 300 cases; and

WHEREAS, identified active COVID-19 cases in Boone County have gone from 10 cases on May 22, 2020 to 101 cases on June 28, 2020, a tenfold increase in active cases over a thirty-eight day period.

WHEREAS, the above information indicates that since the expiration of the April 23, 2020 order COVID-19 cases have increased exponentially; and

WHEREAS, the spread of COVID-19 will continue to grow at an exponential rate for the foreseeable future unless additional measures are implemented to reduce the spread of the disease in Columbia; and

WHEREAS, exponential spread of the disease adversely affects the ability of the Department of Public Health and Human Services to provide contact tracing to further control community spread and has the potential to overwhelm the community's medical resources; and

WHEREAS, in addition to overwhelming the medical system and threatening the health and lives of residents, the spread of the disease will cause economic damage, disruption and hardship in the event the City finds it necessary to return to the former stay at home orders in order to reduce the spread of the disease; and

WHEREAS, due to the escalating spread of the COVID-19 pandemic it necessary for the immediate preservation of public health, safety and welfare of the residents of Columbia to take steps to mitigate the spread of the disease; and

WHEREAS, the key transmission method for the COVID-19 virus is through respiratory droplets that people expel when they breathe, speak, cough, or sneeze; and

WHEREAS, people can be infected with the COVID-19 virus and be asymptomatic or pre-symptomatic but still be contagious to others; and

WHEREAS, numerous epidemiologists have found that widespread use of a face mask is necessary to prevent the more rapid spread of the COVID-19 virus, and thereby necessary for the safety and health of Columbia citizens, residents, and visitors; and

WHEREAS, the United States Centers for Disease Control and Prevention has recommended that members of the public, when they need to interact with others outside the home, and especially in indoor settings should cover the mouth and nose to prevent inadvertently spreading COVID-19; and

WHEREAS, the wearing of a mask by patrons and employees to the greatest extent possible may allow businesses to remain open while protecting the health and safety of the public and employees and keeping the local economy strong during the period in which the disease is being brought under control in the community; and

WHEREAS, the City Council finds that wearing a Face Mask is an appropriate and necessary method of reducing the spread of COVID-19 and will be the least restrictive means imposed with the greatest benefit to reduce community spread; and

WHEREAS, strict use of face masks may limit the spread of COVID-19 to such an extent that further Stay at Home Orders may not be needed; and

WHEREAS, the City Council finds it is necessary for the immediate preservation of public health and safety to enact such rules and regulations regarding the use of face masks as an emergency ordinance on the day of introduction so that such rules may go into effect immediately.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

Section 1. **Incorporation of findings.** The City Council makes and reaffirms the findings set forth above and incorporates the same by reference as if fully set forth herein.

Section 2. **Emergency clause, effective date and duration.** Due to the community spread of the COVID-19 pandemic within the City of Columbia and for the immediate preservation of public health, safety and welfare, this ordinance is enacted as an emergency ordinance within the meaning of Article II of Section 15 of the Home Rule Charter of the City. This ordinance shall go into effect immediately after its passage by six-sevenths (6/7) of the members of the City Council and shall remain in effect for ninety (90) days after the effective date or until it is extended, rescinded, superseded or amended in writing by later adopted ordinances.

Section 3. **Definition.** As used in this ordinance, a "Face Mask" means a covering made of cloth, fabric, or other soft or permeable material, without holes, that covers only the nose and mouth and surrounding areas of the lower face. A covering that hides or obscures the wearer's eyes or forehead is not a Face Mask. A Face Mask may be factory-made, or may be handmade and improvised from ordinary household materials.

Any mask that incorporates a one-way valve (typically a raised plastic cylinder about the size of a quarter on the front or side of the mask) that is designed to facilitate easy exhaling allows droplets to be released from the mask, putting others nearby at risk. As a result, these masks are not a Face Mask under this Ordinance and must not be used to comply with this Ordinance's requirements.

Section 4. **Wearing of Face Masks Required.** Except as otherwise provided in this ordinance all persons age ten years old and above who are present within the jurisdiction of the City of Columbia are required to wear a clean Face Mask any time they are, or will be, in contact with other people who are not household members. The requirement to wear a Face Mask shall go into effect on July 10 at 5:00 p.m.

Section 5. **Employers to Provide Face Masks to Employees.** Any time an employee or staff person is required to wear a Face Mask pursuant to this ordinance, the employer shall make face masks available in sufficient quantity to assure each employee can wear a clean Face Mask at all times.

Section 6. **Exempted Activities.** A person may remove their Face Mask where otherwise required under the following circumstances:

1. While outdoors when able to maintain a distance of at least six feet from others;
2. While exercising outdoors or while exercising indoors when able to maintain a distance of at least six feet from others;
3. When engaged in a sporting activity;
4. While at home and exclusively in the presence of members of their own household; provided however, the wearing of a Face Mask shall be required in all common areas of any multifamily structure;

5. When in your or your family's personal vehicle;
6. While eating or drinking only when inside or in the outside dining area of a restaurant or other establishment that offers food or beverage service, provided that person is able to maintain a distance of at least six feet from persons seated at other tables, and provided this distance restriction is enforced by the restaurant or other establishment;
7. When an individual has a medical condition, mental health condition or disability that prevents wearing a Face Mask;
8. When any party to a communication is deaf or hard of hearing and not wearing a Face Mask is essential to communication;
9. While obtaining a service that requires temporary removal of the Face Mask, such as dental examinations;
10. When necessary to confirm the individual's identity;
11. When federal or state law prohibits wearing a Face Mask or requires the removal of a Face Mask;
12. When requested by a law enforcement officer;
13. When requested by a medical provider, including emergency response personnel;
14. When in a business/commercial/office setting and not within six feet of any other person; provided however, when moving from place to place in a business location where the person cannot maintain at all times a distance of six feet from all other persons a Face Mask shall be worn;
15. Under such other circumstances identified in any subsequent order, formal guidance or approved Operational Plan issued by the Director and in general conformance with the spirit and intent of this ordinance.

Section 7. Exempted Entities. The provisions of this ordinance shall not apply to any property located within the city limits under the jurisdiction and control of one or more of the following entities:

1. The County of Boone;
2. The State of Missouri, including but not limited to the University of Missouri; and
3. The United States of America, including but not limited to the Harry S Truman Memorial Veterans' Hospital.

Section 8. **Adoption of Orders.** This ordinance is in addition to and supplements Order 2020-07 and any subsequent orders of the Director. The city manager and Director are hereby expressly authorized to make such additional orders as are necessary and reasonable for the effective implementation of this ordinance, including such exceptions as are not detrimental to the public health. Nothing in this ordinance shall limit on the authority of the city manager or the Director to issue orders under existing authority, including orders extending the requirement to wear masks as needed for the protection of human health.

Section 9. **Enforcement.** A person who has been convicted of a violation of this ordinance or an order implementing this ordinance may be sentenced to pay a fine which does not exceed fifteen dollars (\$15.00) for an individual and one hundred dollars (\$100.00) for a business, government or non-profit entity of any kind. For a business, government or non-profit entity, each violation of the requirements of this ordinance by an individual within or working for the entity shall be a separate violation. By way of example, where two people who are not members of the same household are in a business vehicle and are not wearing masks, each individual is subject to a fine of \$15.00 and the business is subject to two fines of \$100.00 each for a total of \$200.00.

Section 10. **Severability clause.** If any provisions, sections or portion of this ordinance is found or determined by a court for any reason to be invalid or unenforceable, those provisions shall be severed from the remaining portions of this ordinance, which shall remain effective in the absence of any invalid or unenforceable provisions.

PASSED this 6th day of July, 2020.

ATTEST:



City Clerk Deputy City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

9th

day of

July

2020

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 Waste Collection Event Cooperative Cost-Share Agreement between Boone County, the City of Columbia, the University of Missouri Board of Curators, and the Mid Missouri Solid Waste Management District.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 9th day of July 2020.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**MID MISSOURI SOLID WASTE MANAGEMENT DISTRICT
WASTE COLLECTION EVENT
COOPERATIVE COST-SHARE AGREEMENT**

The parties to this AGREEMENT are Boone County Missouri, a political subdivision of the State of Missouri, (County) the City of Columbia, Missouri, (City), the University of Missouri Board of Curators, (Curators), and the Mid Missouri Solid Waste Management District, (District), and they enter this agreement on this 9th day of July, 2020.

WHEREAS, in an event made possible every year since 2015 by cooperation and cost-sharing between all of the parties, the District annually coordinates and provides event support for a one-day solid waste collection event for Household Hazardous Waste, Electronic Waste, and Tires, and

WHEREAS, this event directly benefits the City, the County, and the Curators, by allowing Boone County residents to safely dispose of hazardous materials that could impair local water quality, and

WHEREAS, the County, the City, and Curators have equally contributed to, and wish to continue to equally contribute to this event, and

WHEREAS, the parties want to memorialize their understandings regarding this Cost-Share Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements in this agreement, the parties agree as follows:

1. The County, City, and Curators will pay to the District equal shares of the costs of this event in amounts not to exceed \$10,000 each per yearly event, and will make these payments to the District in full within 30 days of the District mailing post-event invoices to them showing the itemized costs of the event.
2. No party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other parties.
3. This Agreement is for the sole benefit of the parties to this agreement only, and nothing in this Agreement shall confer any rights or remedies on any other party.

To County: Director – Resource Management
Boone County Government Center
801 East Walnut, Room 315
Columbia, MO 65201-7732

Boone County Government Center
801 East Walnut, Room 315
Columbia, MO 65201-7732

To City: John Glascock
City Hall Building
701 East Broadway, 2nd Floor
Columbia, MO 65205

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on the day and year indicated by their signature below.

BOONE COUNTY MISSOURI

CITY OF COLUMBIA

By: Daniel K. Atwill
Daniel K. Atwill - Presiding Commissioner

By: John Glascock
John Glascock, City manager

Date: 7-9-20

Date: April 7, 2020

ATTEST:

ATTEST:

Brianna L. Lennon
Brianna L. Lennon - County Clerk

Sheela Amin
Sheela Amin, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]
County Attorney

[Signature]
City Attorney/JKM

UNIVERSITY OF MISSOURI BOARD OF CURATORS.

MID MISSOURI SOLID WASTE MANAGEMENT DISTRICT

By: [Signature]

By: [Signature]

Date: 4-15-2020

M.L. Cauthon, III – Exec. Bd.
Chairperson
Date: 3/11/20

4. Nothing in this agreement shall be deemed or construed by the parties, nor by any other party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties to this agreement.

5. This Agreement shall be in effect from its execution until terminated by any of the parties upon thirty (30) days written notice directed to the other parties.

6. This Agreement shall be governed by Missouri law, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.

7. The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.

8. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.

9. Each of the persons signing this Agreement on behalf of any party represent that they have been duly authorized and empowered, by order, ordinance, or otherwise, to execute this Agreement and that all necessary action on behalf of that party to effectuate that authorization has been taken.

10. The parties may amend or modify this agreement only by written instrument duly executed by the parties.

11. Nothing contained in this Agreement constitutes a waiver of any party's sovereign or governmental immunity under any applicable law.

12. Any invoice, payment, or communication to be given or served by the parties shall be deemed to have been given on the date it is either deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid; or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

To Curators: Attention: Jon White
Manager, Environmental Health & Safety
University of Missouri
180 General Services Building
Columbia, MO 65211

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

June E. Pickford 7/1/20
Auditor Date

1360-83160

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

9th

day of

July

2020

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 Boone County Road & Bridge Improvement/Repair Cooperative Agreements between Boone County and the following:

Town of Harrisburg
City of Sturgeon

Terms of the agreement are stipulated in the attached Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreements.

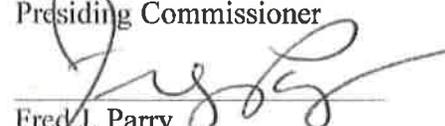
Done this 9th day of July 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 9th day of July, 2020, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **Town of Harrisburg**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Twelve Thousand Five Hundred Eighty-One Dollars and Fifty-Four Cents (\$12,581.54)** as determined by the formula for Year 2 of the 6-year cycle as described in the aforementioned Commission

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 463-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS. City represents that the payments from County to City contemplated herein are in excess of any legal obligations

imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.

5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues,

funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY

By:

Daniel K. Atwill
Presiding Commissioner

Date: 7-9-20

ATTEST:

Brianne O'Hannon
County Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

Boone County Auditor Certification:

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)

[Signature] County Auditor 4/30/20 Date
2049-71452

TOWN OF HARRISBURG

By:

[Signature]
Authorized City Representative

Date: 6-23-20

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 9th day of July, 2020, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Sturgeon**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Thirty-Seven Thousand Seven Hundred Forty Four Dollars and Sixty-Two Cents (\$37,744.62)** as determined by the formula for Year 2 of the 6-year cycle as described in Commission Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 469-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS. City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and

the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.

5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law.

Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY

By:

Daniel K. Atwill
Presiding Commissioner

Date: 7.9.20

ATTEST:

Brianna L. Yennon
County Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

Boone County Auditor Certification:
I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)

June E. Pitchford by 6/30/20
County Auditor Date
2049-71452

CITY OF STURGEON

By:

[Signature]
Authorized City Representative

Date: 6/22/2020

ATTEST:

[Signature] TRACY
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

July Session of the July Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

9th

day of

July

20 20

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 FY20 Coronavirus Emergency Supplement Funding awarded to the Boone County Sheriff's Department.

It is further ordered the Presiding Commissioner is hereby authorized to sign or authorize grant certifications and assurances as may be reasonably required in order to effectuate this grant.

Done this 9th day of July 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

June 4, 2020

Commissioner Daniel Atwill
Boone County
2121 County Dr.
Columbia, MO 65202

Dear Commissioner Atwill:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by Boone County for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$58,008. These funds are for the project entitled Boone County Coronavirus Emergency Response.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should Boone County accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact NiKisha Love, Program Manager at (202) 616-8241; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

June 4, 2020

Commissioner Daniel Atwill
Boone County
2121 County Dr.
Columbia, MO 65202

Dear Commissioner Atwill:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 16

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Boone County 2121 County Dr. Columbia, MO 65202		4. AWARD NUMBER: 2020-VD-BX-1557	
2a. GRANTEE IRS/VENDOR NO. 436000350		5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022	
2b. GRANTEE DUNS NO. 182739177		6. AWARD DATE 06/04/2020	7. ACTION Initial
3. PROJECT TITLE Boone County Coronavirus Emergency Response		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 58,008	
		11. TOTAL AWARD \$ 58,008	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.034 - Coronavirus Emergency Supplemental Funding Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Daniel Atwill Commissioner	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Daniel K. Atwill	19A. DATE 7.9.20
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B VD 80 00 00 58008		21. VVDUGT1366	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-1557

AWARD DATE 06/04/2020

SPECIAL CONDITIONS

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 recipient 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-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient 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 recipient 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.

DKA



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 16

PROJECT NUMBER 2020-VD-BX-1557

AWARD DATE 06/04/2020

SPECIAL CONDITIONS

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>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("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 recipient (and any subrecipient ("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 recipient 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 award 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.

DKA



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 16

PROJECT NUMBER 2020-VD-BX-1557

AWARD DATE 06/04/2020

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient 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.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient 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 recipient 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-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

DKA



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 16

PROJECT NUMBER 2020-VD-BX-1557

AWARD DATE 06/04/2020

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient 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 recipient 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 recipient'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).

DKA



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 16

PROJECT NUMBER 2020-VD-BX-1557

AWARD DATE 06/04/2020

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any 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 recipient (or any 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 recipient (or any 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 recipient's monitoring responsibilities include monitoring of 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. 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 recipient (or any 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 recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or 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 recipient, any subrecipient at any tier, or *DKA*



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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 recipient, any 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. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

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

10. Requirement to report actual or 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.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

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13. 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 recipient or by any 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 subaward (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 recipient (or 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 recipient's monitoring responsibilities include monitoring of 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 recipient or -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 recipient, any 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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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("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 recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient'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 recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any 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 award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any 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.

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

The recipient, and any subrecipient ("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").

17. Requirement for data on performance and effectiveness under the award

The recipient 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.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("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>.

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19. Effect of failure to address audit issues

The recipient 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 recipient 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.

20. Potential imposition of additional requirements

The recipient 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 "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("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.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("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."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("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 recipient and subrecipient ("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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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("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 recipient, or any 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 recipient (or 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.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("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 recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, 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: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("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 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 recipient--

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 recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or 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 subrecipient, contractor, or 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.

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

The recipient (and any 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 recipient 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.

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

29. 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 recipients and subrecipients ("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.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. 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 recipient.

32. 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/CESF-program-specific-condition>, that is incorporated by reference here.

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33. The recipient 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 recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient 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 recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made 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).

35. Required monitoring of subawards

The recipient must monitor 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 subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. 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. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any 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. The recipient (and any 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.

38. 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.

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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any 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 recipient or by a subrecipient. Accordingly, the recipient 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 recipient agrees to contact BJA. The recipient 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 recipient, a 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 recipient 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 recipient 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 recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, 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.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and 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 recipient 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.

41. 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).

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AWARD DATE 06/04/2020

SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. 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 non-governmental 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.

44. 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>.

DKA



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for Boone County

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) 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.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2020-VD-BX-1557

PAGE 1 OF 1

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

NiKisha Love
(202) 616-8241

2. PROJECT DIRECTOR (Name, address & telephone number)

Gary German
Captain
2121 County Drive
Columbia, MO 65202-9064
(573) 875-1111 ext.6201

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Boone County Coronavirus Emergency Response

5. NAME & ADDRESS OF GRANTEE

Boone County
2121 County Dr.
Columbia, MO 65202

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 58,008

10. DATE OF AWARD

06/04/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF

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Award Condition: Coronavirus Emergency Supplement Funding (CESF) Program -- Additional program-specific requirements (including reporting)

The following award condition is incorporated by reference into OJP Coronavirus Emergency Supplemental Funding (CESF) Program awards. (Please refer to the terms and conditions that accompany the award document.)

Award Condition:

1. Use of Funds for Purposes Unrelated to Coronavirus Prohibited

Award funds may be used for only the following purposes: to prevent, prepare for, and respond to coronavirus. Applicable law, the “Emergency Appropriations for Coronavirus Health Response and Agency Operations” law (Public Law 116-136),^{correctly} restricts the use of CESF Program award funds for any purpose unrelated to coronavirus.

For purposes of the CESF Program, “coronavirus” means SARS-CoV-2 or another coronavirus with pandemic potential. (*N.B.*: COVID-19 is caused by a coronavirus called SARS-CoV-2.)

2. Federal authorization of CESF Program subawards

Consistent with the CESF Program and as set forth in the solicitation (notwithstanding award condition #11), OJP will not require the recipient to request and obtain written authorization from OJP before it may make a subaward.

3. CESF Program Reporting - Provisions of Section 15011(b)(2)-(3) of Division B of Public Law 116-136; data on “large covered funds”

Definition of “large covered funds”

For purposes of the CESF Program, “large covered funds” means an award, or a subaward (“subgrant”) made under such award – specifically including this award, if applicable – that exceeds \$150,000.

Reporting Requirement

The recipient understands that section 15011(b)(2)-(3) of Division B of Public Law 116-136 provide as follows:

Not later than 10 days after the end of each calendar quarter, each covered recipient shall submit to the agency [and the Pandemic Accountability Response Committee] a report that contains--

- A. the total amount of large covered funds received from the agency;

B. the amount of large covered funds received that were expended or obligated for each project or activity; ~~Internet Explorer 11 is no longer supported. Some features of this site may not display~~

C. a detailed list of all projects or activities for which large covered funds ^{correctly}

were expended or obligated, including—

- i. the name of the project or activity;
- ii. a description of the project or activity; and
- iii. the estimated number of jobs created or retained by the project or activity, where applicable; and

D. detailed information on any level of subcontracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

The recipient also understands that the information in these reports will be made available to the public.

4. CESF Program - Pandemic Accountability Response Committee audits, investigations, or reviews

The recipient understands and agrees that, for purposes of this CESF Program award, the phrase “outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards” in award condition #19 (“Effect of failure to address audit issues”) also encompasses such audits, investigations, or reviews as may be conducted by the Pandemic Accountability Response Committee (see section 15010 of Division B of Public Law 116-136).

5. Applicability of Equal Employment Opportunity Plan Requirements to CESF Program awards

For the purposes of the Coronavirus Emergency Supplemental Funding Program, Subpart E of 28 C.F.R. Part 42 that relates to an equal employment opportunity program is not an applicable requirement.

6. CESF Program – Modifications, additional requirements, clarifications
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The recipient agrees to comply with any modifications or additional requirements that may be imposed by law, or that may be imposed in future by OJP (or, government-wide, by the executive branch). The recipient also understands that CESF-Program requirements may be clarified from time to time, and agrees to comply with same, as they may be clarified.

7. CESF Program - Conflict with other requirements of the award

The recipient understands and agrees that all other requirements of this award apply unless they conflict with, or are superseded by, CESF-program-specific conditions.

8. CESF Program – Questions concerning the award

Any questions concerning the award should be directed to the grant manager prior to incurring a grant-related expense or commencing a grant-related activity in question.

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

9th

day of July

2020

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

Now on this day, the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, July 14, 2020 at 2:30 pm. The meeting will be held in Conference Room 301 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, and/or via conference call as indicated in the County Commission's published meetings calendar, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 9th day of July 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner