STATE OF MISSOURI

June Session of the April Adjourned

Term. 20

23

**County of Boone** 

In the County Commission of said county, on the

22nd

day of

June

**20** 23

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record a Proclamation recognizing Second Missionary Baptist Church's Commitment to the Life and Legacy of James T. Scott.

Done this 22nd day of June 2023.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kentlick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

283 -2023

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20

23

**County of Boone** 

ea.

In the County Commission of said county, on the

22nd

day of

June

**20** 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the Consulting Services Agreement with Mission Critical Partners, LLC.

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

Done this 22nd day of June 2023.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

and M. Thompson

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## PURCHASE AGREEMENT FOR

# HP08-21 – ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING AND RECOVERY SERVICES

	22nd	June	
THIS AGREEMENT, C000643, dated the	day of	2	2023 is made between
Boone County, Missouri, a political subdivision of the	ne State of Missou	ri through the Boon	e County Commission,
herein "County" and Mission Critical Partners, LL	C, herein "Vendo	r."	

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for All Hazards
  Preparedness, Planning, Consulting and Recovery Services, HGACBuy cooperative contract number HP08-21, the Workforce Optimization Implementation proposal from Mission Critical Partners, LLC dated May 19, 2023, the Insurance and Indemnity attachment, and the attached Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted may be permanently maintained in the County Purchasing Office contract file for this agreement if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the HGACBuy cooperative contract HP08-21, and Boone County's Standard Terms and Conditions shall prevail and control over the Vendor's proposal.
- 2. Purchase The County agrees to purchase from the Vendor and the Vendor agrees to provide all services and deliverables as described in the Workforce Optimization Implementation proposal from Mission Critical Partners, LLC dated May 19, 2023 that is attached hereto and incorporated into the contract by reference. All services shall be performed to the sole satisfaction of the County and per the requirements and pricing as set forth in said proposal. The contract total payment for these services between mobilization and December 31, 2023 shall not exceed \$250,000.00 without further written agreement between the County and Vendor.
- 3. *Delivery* Vendor shall deliver services described in the **Workforce Optimization Implementation proposal from Mission Critical Partners, LLC dated May 19, 2023** pursuant to the timeline therein or as developed and agreed to by the Parties. As applicable, delivery terms for any tangible items shall be FOB Shipping Point Freight Prepaid and Allowed. Delivery shall be directed to and coordinated with the Boone County Joint Communications Department.
- 4. Contract Duration This agreement shall commence June 26, 2023 and extend through December 31, 2023 subject to the provisions of termination specified below.
- 5. Billing and Payment All billing shall be invoiced to the Boone County Joint Communications Department, 2145 County Drive, Columbia, Missouri 65202. All billings may only include the prices listed in the Workforce Optimization Implementation proposal from Mission Critical Partners, LLC dated May 19, 2023. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. Invoices must reference Contract C000643 and be itemized in accordance with items listed on the purchase order. The County agrees to pay all invoices for delivered product and as required, product installation, within thirty calendar days of receipt of correct invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 6. *Binding Effect* This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

Kyle Rieman, Auditor

- 7. *Termination* This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
  - c. If appropriations are not made available and budgeted for any calendar year.

Upon termination of this Agreement, County shall pay Vendor for services rendered hereunder with have not been previously paid or disputed by County for the period up to the effective date of termination.

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

MISSION CRITICAL PARTNERS, LLC  By:    Docusioned by:   John Spearly, Director of Contract Administration	BOONE COUNTY, MISSOURI  By: Boone County Commission  Docusigned by:  57400BED96434D4  Kip Kendrick, Presiding Commissioner
APPROVED AS TO FORM:  Docusigned by:  7D7/1DEAEB9D74DD  CJ Dykhouse, County Counselor	ATTEST:  Brianna L Lunon  D267E242BF694BC  Brianna L. Lennon, County Clerk
AUDITOR CERTIFICATION: In accordance with RS appropriation balance exists and is available to satisfy t Certification of this contract is not required if the terms obligation at this time.)	

6/22/2023

Date

2711/71101: \$250,000.00

Appropriation Account

#### COUNTY OF BOONE - MISSOURI WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of <u>Centre</u> ) )ss
State of Pennsylvania )
My name is John L. Spearly . I am an authorized agent of Mission Critical Partners, LLC
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees
working in connection with services provided to the County. This business does not knowingly employ any person
that is an unauthorized alien in connection with the services being provided. Documentation of participation in a
federal work authorization program is attached to this affidavit,
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their
contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn
affidavit under penalty of perjury that all employees are lawfully present in the United States.
Affiant Date  John L. Spearly  Printed Name
Subscribed and sworn to before me this 211 day of July , 20 23 .  Commonwealth of Pennsylvania - Notary Seal Joan M. Dashner, Notary Public Centre County My commission expires November 14, 2023

VENDOR NOTE: Please attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.

Commission number 1202934

Member, Pennsylvania Association of Noteries

284 -2023

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20

**County of Boone** 

ea.

22nd

day of

June

**20** 23

23

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a conditional use permit for Faye Nowell Trust on behalf of Linda Munden for a Boarding Kennel/Dog Day Care on 3.65 acres at 5550 W. Gillespie Bridge Road, Columbia, MO.

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Order of Approval.

Done this 22nd day of June 2023.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

#### FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

- 1. As conditioned, the establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
- 2. As conditioned, the conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
- 3. As conditioned, the conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
- 4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
- 5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
- 6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
- 7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

#### **Additional Findings:**

The County Commission further finds as fact in support of issuance of this conditional use permit the following to be true:

This facility can be operated such that it will have no impact on the neighborhood, existing utilities, property values or road access.

### CONDITIONAL USE PERMIT BOONE COUNTY, MISSOURI

PROPERTY OWNER: Faye Nowell Trust on behalf of Linda Munden

ADDRESS: 5550 W. Gillespie Bridge Road, Columbia

**LEGAL DESCRIPTION:** N ½ of the SW ¼ of S20-T48N-R13W

TAX PARCEL: 16-419-20-00-004.00 01

**ZONING:** Agriculture (A-2)

**DATE APPROVED:** June 6, 2023

**CONDITIONAL USE:** Boarding Kennel / Daycare Facility for Dogs

#### CONDITIONS OF APPROVAL:

1. There be no more that fifteen (15) dogs at any one time on the property.

- 2. The permit is issued to Faye Nowell and shall be transferrable only to Linda Munden after a real estate transaction.
- 3. Business hours be by appointment only seven days a week.
- 4. No breeding or selling of animals would ever occur.

**VOID DATE:** Void if not used for 12-month period.

**EXPIRATION DATE: N/A** 

#### ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions, shown below, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Resource Management and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above or is discontinued for a continuous period of 12-months. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

Dated: 6/20/2023

ATTEST:	BOONE COUNTY, MISSOURI BOONE COUNTY COMMISSION
Brianna L Lennowi	by Kell
County Clerk	Presiding Commissioner
APPROVED:	

Director Boone County Resource Management Department



STATE OF MISSOURI

ea.

June Session of the April Adjourned

Term. 20

23

**County of Boone** 

In the County Commission of said county, on the

22nd

day of

June

**20** 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment for Department 2142.

Done this 22nd day of June 2023.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

RECEIVED

5/30/2023 FOR AUDITORS USE **EFFECTIVE DATE** BOOME COUNTY (Use whole \$ amounts) ACCOUNTY ACCOUNT Name Transfer From Transfer To Increase Decrease Dept Account **Dept Name** 2142 3411 RM Grants (Strmwtr Grant Fnd) Federal Grant Reimburse 14,773 56 RM Grants (Strmwtr Grant Fnd) 2142 23039 Field Supplies 14,829 Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): Rolling the remaining amount revenue expected from the MDA grant as well as the County expenditure (that will be reimbursed). All other expenses related to this grant are currently encumbered on PO #2022-383. Requesting Official TO BE COMPLETED BY AUDITOR'S OFFICE A fund-solvency schedule is attached. Agenda Comments: Roll PY remaining grant budget Auditor Auditor's Office PRESIDING COMMISSIONER DISTRICT I COMMISSIONER DISTRICT II COMMISSIONER BUDGET AMENDMENT PROCEDURES

 County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.

At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing NOTE: The 10-day period may not be waived.

The Budget Amendment may not be approved prior to the Public Hearing

#### COOPERATIVE AGREEMENT

This Interagency Cooperative Agreement, entered into by and between the Missouri Department of Agriculture, Division of Plant Industries, Pesticide Program (MDA), Boone County, and the University of Missouri.



It is the intention of MDA to provide funding to Boone County, in cooperation with the University of Missouri, for a water quality research project involving detection and risk assessments of 17 pesticides and related metabolites in Boone County waterways. The specifics of the project are as follows:

Boone County and the University of Missouri are requesting project funds to evaluate concentration and risk of seventeen pesticides, herbicides, and related metabolites in streams throughout Boone County. Forty-eight grab samples will be collected from streams around Boone County in the fall of 2022 and in the spring of 2023, for a total of 96 initial samples. Sample locations are chosen based on land use characteristics, stream order, accessibility, and other watershed characteristics. Collection of the project samples already began on September 19, 2022. Water samples will be analyzed by the bioanalytical laboratory at the University of Missouri. Seventeen agricultural pesticides, herbicides, and their metabolites (see the list attached) will be quantified by an ultra-high performance liquid chromatography coupled with a tandem mass spectrometer (UPLC-MS/MS). Water quality parameters including Cl<sup>-</sup>, NO<sub>3</sub><sup>-</sup>, PO<sub>4</sub><sup>3</sup>-, and signs of urbanization and fertilizer use will also be assessed. Health risks of the detected compounds will be modeled using U.S. EPA databases of ECOTOX, ToxCast, and CTV and the Toxicological Prioritization Index (ToxPi) ranking algorithm.

Deliverables include a status report due December 31, 2022, and a final report at the conclusion of the project. After analysis each sampling season, Boone County will post the sampling sites and data on an interactive map on the stormwater page of the Boone County website. A major goal of this work is to provide management recommendations for the most prevalent and highest risk agricultural products to stream users and aquatic life in Boone County. The conclusions from the study will also provide a tool for communicating with agricultural producers about the benefits of soil health and conservation agriculture practices in protecting water quality. The data may be presented at Land Management Workshops for landowners hosted by Boone County and project partners. Publication of the results in a scientific journal is expected.

#### Study herbicides, pesticides and their metabolites:

Compound Name:	Common uses:				
2,4-Dichlorophenoxyacetic (2,4 D)	Broadleaf herbicide				
Acetochlor	Herbicide, commonly used on corn, soy, beets				
Dicamba	Broad-spectrum herbicide				
Atrazine	Herbicide for preemergent broadleaf				
Hydroxyatrazine	Metabolite of Atrazine				
Deethylatrazine	Metabolite of Atrazine				
Deisopropylatrazíne	Metabolite of Atrazine				
Bifenthrin	Insecticide, commonly used against ants				
Chlorpyrifos	Organophosphate pesticide				
Caramba/ metconazole	Fungicide				
Prosaro	Fungicide				

Herbicide		
Herbicide		
Herbicide		
Neuro-active insecticides		
Systemic insecticide and in neonicotinoid class		
Herbicide		

BOONE COUNTY, in cooperation with UNIVERSITY OF MISSOURI, represents itself to be qualified for such services in accordance with all applicable lawsand regulations governing its services.

MDA, BOONE COUNTY, and UNIVERSITY OF MISSOURI agree to the following:

- Contingent upon the availability of funds from the U.S. Environmental Protection
  Agency (EPA), BOONE COUNTY, in cooperation with UNIVERSITY OF MISSOURI and MDA
  agree to conduct work pursuant to the purpose of this agreementand provided in Exhibit D. The
  period of performance shall be July 1, 2022 through June 30, 2023.
- BOONE COUNTY shall be compensated up to Thirty-Thousand Dollars (\$30,000) per the budget outlined in Exhibit D. BOONE COUNTY will pay the UNIVERSITY OF MISSOURI all funds received from MDA within 30 days of receipt to compensation the UNIVERSITY OF MISSOURI for its services contemplated herein.
- 3. Any party to this contract may terminate this contract without cause with thirty (30) days notice to the other party; a party may also terminate this contract in accordance with the Terms and Conditionsin Exhibit C, except as follows:
  - A. Should termination of this agreement or failure to perform any of the provisions of this agreement or the approved work plans, by UNIVERSITY OF MISSOURI, cause MDA to be required by EPA to repay any or all funding, UNIVERSITY OF MISSOURI is solely responsible for such repayment of funds it has received. BOONE COUNTY, in cooperation with the UNIVERSITY OF MISSOURI, shall be given an opportunity to remedy any unsatisfactory performance before any repayment is required. This requirement for repayment shall be limited to the agreement period, the subsequent review and approval of the Financial Status Report (FSR), and completion of the single year audit forthe project period.
- 4. BOONE COUNTY and the UNIVERSITY OF MISSOURI agrees that MDA shall be the final judge of the quality of services provided for this project.
- 5. This agreement shall be governed by the laws of the State of Missouri. MDA is not obligated for expenditures under this contract until funds have been encumbered using the appropriate form.
- 6. BOONE COUNTY and UNIVERSITY OF MISSOURI asserts that the individuals working on the project presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder.
- 7. BOONE COUNTY and UNIVERSITY OF MISSOURI shall not assign any interest in this

- contract and shall not transfer any interest, whatsoever, in the same (whether by assignment or novation), without the prior written consent of MDA.
- 8. BOONE COUNTY and UNIVERSITY OF MISSOURI shall not represent itself or its employees to be employees of MDA. Therefore, BOONE COUNTY and UNIVERSITY OF MISSOURI shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., relating to its own employees.
- 9. In connection with the furnishing of supplies or performance of work under the contract, UNIVERSITY OF MISSOURI agrees to comply with the Fair Labor Standard Act, Equal Opportunity Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same maybe applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. Since the funding for this project will be allocated through a cooperative agreement between MDA and EPA, MU UNIVERSITY OF MISSOURI agrees to abide by any regulations contained in 40 CFR Parts 31, 32, and 35 which may be applicable to this agreement.
- 10. The services of UNIVERSITY OF MISSOURI shall be undertaken and completed in such a manner as to assure their expeditious completion in the light of the purpose of this agreement. In any event, all of the services required under the annual project plans shall be performed between the dates of July 1, 2022 and June 30, 2023.
- 11. This Cooperative Agreement shall be valid from the date it is signed by both parties until June 30, 2023.
- 12. If UNIVERSITY OF MISSOURI seeks payment for services provided during a specific state fiscal quarter, UNIVERSITY OF MISSOURI agrees to submit a detailed interagency invoice within twenty (20) days of the end of the quarter in which the services were provided in coordination with BOONE COUNTY. However, it is understood that this invoice could be delayed until sometime after the twentieth day of the quarter, depending on the receipt of quarterly financial reports by UNIVERSITY OF MISSOURI. UNIVERSITY OF MISSOURI should notify MDA of any such delay. The invoice for the fourth quarter should be submitted as soon as possible after the end of the project period. However, it may be delayed until no later than September 1, 2023. UNIVERSITY OF MISSOURI further agrees to mark the fourth quarter invoice as the "Final Invoice." Upon receipt of the fourth quarter invoice marked "Final Invoice", MDA will consider that all expenses have been submitted for payment.
- 13. In addition, BOONE COUNTY, in cooperation with UNIVERSITY OF MISSOURI, agrees to submit two reports of progress, one at the middle of the project period (December 31, 2022) and one within 30 days of the end of the project period (June 30, 2023).
- 14. BOONE COUNTY and UNIVERSITY OF MISSOURI certifies by signing the signature page of this original document and any amendmentsignature page(s) that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible forparticipation under federal assistance programs. The bidder should complete and return the attached certification regarding debarment, etc. (Exhibit A) with their bid. This document must be satisfactorily completed prior to award of the contract.
- 15.BOONE COUNTY and UNIVERSITY OF MISSOURI (the contractor) shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act

(IIRIRA) and INA Section 274A.

If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide to the Missouri Department of Agriculture the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit to the Missouri Department of Agriculture a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, *Business Entity Certification, Enrollment Documentation*, and Affidavit of Work Authorization.

#### Subcontractors:

Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

- the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo,
   and
- b. shall not henceforth be in such violation and

the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

#### Affidavit of Work Authorization and Documentation:

Pursuant to section 285.530, RSMo, if the sub-recipient meets the section 285.525, RSMo, definition of a "business entity" (Section: 285.0525 Definitions. RSMO 285.525), the sub-recipient must affirm the sub-recipient's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The sub-recipient should complete applicable portions of Exhibit B, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit B must be submitted prior to an award of a contract.

#### Federal Funds Requirement

The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101 -166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency the percentage of the total costs of the program or project which will be financed with Federal money;

the dollar amount of Federal funds for the project or program; and

percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

16. In addition to the above conditions, BOONE COUNTY and UNIVERSITY OF MISSOURI agrees to comply with the *State of Missouri, Missouri Department of Agriculture, Terms and Conditions* as listed in Exhibit C below.

IN WITNESS WHEREOF, the parties hereto have executed this interagency agreement on the date and year specified below. This agreement shall be effective on the date it is executed by both parties.

UNIVERSITY OF MISSOURI	
Casey E Forlog	11/17/2022
Name Casey E Forbis Title Sr. Business Services Consultant	Date
REVIEWED  By Garry Analysis on \$1500 pm. 45= 15, 2023	
BOONE COUNTY, MISSOURI By: Boone County Commission  Daniel K. Atwill, Presiding Commissioner	
ATTEST:  Brianna L. Lennon, County Clerk	
APPROVED AS TO FORM:	
CJ Dykilouse, County Counselor	
AUDITOR	CERTIFICATION
In accordance with RSMo 50.660, I hereby certify the	eat a sufficient unencumbered appropriation balance exists om this contract. (Note: Certification of this contract is not measurable county obligation at this time.)
June E PitalRuc	11-29-22 2142-23028 \$2.149
June E. Pitchford, County Auditor	Date Appropriation Account
MISSOURI DEPARTMENT OF AGRICULTUR	E 12/6/22

Date

Chris Chinn, Director

SUBSIDIARY LEDGER ACTIVITY FOR: 1/01/2022 THRU 12/31/2022 REPORT RUN DATE: 5/31/2023

REPORT RUN TIME: 15:46:46

214 STORMWATER GRANTS 2142 RM CRANTS (STRMWTR GRANT FND)

DEPT	ACCOUNT					ORIGINAL BUDGET				REMAINING BALANCE
TRANSCODE	EFFECT DATE	PROCESS DATE	DOCUME	INT	DESCRIPTION		BUDGET ADJUSTS	REVENUE/EXPEND	ENCUMBRANCES	conditions in impact and or
2142	3411 FEDERAL	GRANT REIMBURSE			BEGINNING BALANCE	.00	.00	.00	.00	.00
24	1/01/2022	6/13/2022	2022	28	REBDGT DNR319 BONNE FEMME GRNT	.00	17,186.00-	_00	.00	
40	1/02/2022	4/08/2022	A2022	92	REV JE 21A-432 STMWTR GRANT	-00	.00	2,118.88	.00	
30	4/05/2022	4/06/2022	2022	1118	FEDERAL GRANT REIMBURSE	-00	.00	2,118.88	.00	
30	9/23/2022	9/26/2022	2022	3156	FEDERAL GRANT REIMBURSE	.00	.00	169.95	.00	
30	9/26/2022	9/27/2022	2022	3187	FEDERAL GRANT REIMBURSE	.00	.00	17,016.49	.00	
24	11/22/2022	12/30/2022	2022	81	MO DEPT OF AG/PESTICIDE GRANT	.00	30,000.00-	.00	.00	
40	12/31/2022	4/20/2023	A2022	413	2022 REVENUE ACCRUAL	.00	.00	15,226.95	.00	
	3411 FEDERAL (	GRANT REIMBURSE			ENDING BALANCERS ***********	.00	47,186.00	32,413.39	.00	14,772.51
	3400 INTERGOVE	ERNMENTAL REVENUE			CLASS TOTALS	.00	47,186.00	32,413.39	.00	14.772.61
	TOTAL REV	PENUES			*********	-00	47,186.00	32,413.39	.00	14,772.61

RUN BY: ADJEFF

PAGE: 1

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MAINSCR PO # 2022 Status <u>OPEN</u> Finalized <u>Y</u>	2 383 PO Date 12/31/3 CHK Vendor 78 Ship To 2	802 UNIVERSITY C 142 RM GRANTS (S	ADHE INTERGOV AGRMN DF MO STRMWTR GRANT STRMWTR GRANT	EATHE 15:22:19 NT 6/01/23 FND) FND)
Dept Accnt	Description	,Qt,y,	Lot	Unit Price
2142 23039	FIELD SUPPLIES - WATER	resting 1		2,149.0000
			Line Total _	2,149.00
OPEN	Dept RM GRANTS (STRMWT)	R GRANT FND)	Amt Paid _	1,622.00
3/31/2023	Acct FIELD SUPPLIES		Balance	527.00
2142 71100	WATER SAMPLE TESTING	1		27,851.0000
			Line Total _	27,851.00
OPEN	Dept RM GRANTS (STRMWT)	R GRANT FND)	Amt Paid _	13,375.08
3/31/2023	Acct OUTSOURCED SERVICE	ES	Balance -	14,475.92
				Bottom
			Total	30,000.00
F2=Key Scr	F3=Exit F7=Address		Amt Paid	14,997.08
F11=Switch	Line Mode F13=AP Scr	F23=View Bid	Balance	15,002.92
			Field supp-	Peard (229.87)
				14,773.05