

214-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the 7th day of May 20 24

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

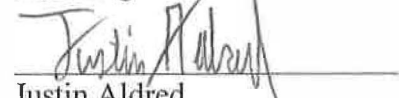
Now on this day, the County Commission of the County of Boone does hereby enter into the record a Proclamation Recognizing May 5-11, 2024, as International Compost Awareness Week.

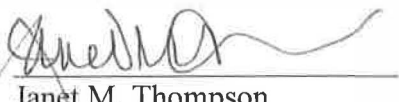
Done this 7th day of May 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

215 -2024

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

7th

day of May

20 24

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 May 2024 as Mental Health Awareness Month.

Done this 7th day of May 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

216

-2024

STATE OF MISSOURI

County of Boone

} ea.

May Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the

7th

day of May

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract C000779 (14-22APR24) - Newspaper Advertising with Columbia Daily Tribune for a County-Wide Term and Supply Contract for Newspaper Advertising.

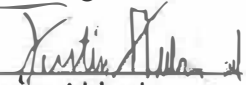
The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

Done this 7th day of May 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Gerskin
Buyer



5551 S. Tom Bass Rd.
Room 205
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonecountymmo.org

TO: Boone County Commission
FROM: Amy Gerskin
DATE: April 22, 2024
RE: 14-22APR24 – Newspaper Advertising – Term & Supply

14-22APR24 – Newspaper Advertising – Term & Supply opened on April 22, 2024. Two (2) bid responses were received, one from Columbia Missourian, and one from Columbia Daily Tribune. Purchasing recommends an award to both vendors. Departments will order from the Contractor offering the best value according to their needs.

This is a County-Wide term and supply contract.

att: Bid Tab

cc: Brianna Lennon, County Clerk
Brian McCollum, Collector
Angela Wehmeyer, Human Resources

Bid File

**PURCHASE AGREEMENT
FOR
NEWSPAPER ADVERTISING
TERM AND SUPPLY**

THIS AGREEMENT dated the 7th day of May 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Gannett Co., Inc. d/b/a Columbia Daily Tribune**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Newspaper Advertising Term and Supply**, County of Boone Request for Bid, #14-22APR24, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Work Authorization Certification, as well as the Contractor's bid response dated April 16, 2024 and executed by Tara Hamm on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification, and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of a conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Contract Duration** - The contract period shall begin on **May 1, 2024, and extend through April 30, 2025**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month-to-month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Newspaper Advertising rates and services as identified and responded to in the Contractor's Response Form. Advertising will be provided as required in the bid specifications and in conformity with the contract documents for the prices outlined in the Contractor's bid response, as needed and as ordered by the County.
4. **Billing and Payment** - All billing shall be invoiced to the County department that places the order and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event, that the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns as long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
- County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - 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 the County, or
 - If appropriations are not made available and budgeted for any calendar year.

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

**GANNETT CO., INC. DBA
COLUMBIA DAILY TRIBUNE**

BOONE COUNTY, MISSOURI

By: Boone County Commission

By: 
D15BFAF9D49D43D...

Title Director


57400BED96434D4...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:


7D71DEAE89D74DD...

CJ Dykhouse, County Counselor


ATTEST:


D267E242BF8948C...

Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)


E3D6F2FD3CE04B1...

Signature

4/25/2024

Date

County-Wide Term/Supply

Appropriation Account

CERTIFIED COPY OF ORDER

217 -2024

STATE OF MISSOURI

} ca.

May Session of the April Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

7th

day of May

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract C000780 (14-22APR24) - Newspaper Advertising with Columbia Missourian for a County-Wide Term and Supply Contract for Newspaper Advertising.

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

Done this 7th day of May 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Gerskin
Buyer



5551 S. Tom Bass Rd.
Room 205
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonecountymo.org

TO: Boone County Commission
FROM: Amy Gerskin
DATE: April 22, 2024
RE: 14-22APR24 – Newspaper Advertising – Term & Supply

14-22APR24 – Newspaper Advertising – Term & Supply opened on April 22, 2024. Two (2) bid responses were received, one from Columbia Missourian, and one from Columbia Daily Tribune. Purchasing recommends an award to both vendors. Departments will order from the Contractor offering the best value according to their needs.

This is a County-Wide term and supply contract.

att: Bid Tab

cc: Brianna Lennon, County Clerk
Brian McCollum, Collector
Angela Wehmeyer, Human Resources

Bid File

**PURCHASE AGREEMENT
FOR
NEWSPAPER ADVERTISING
TERM AND SUPPLY**

THIS AGREEMENT dated the 7th day of May, 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **the Columbia Missourian**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Newspaper Advertising Term and Supply**, County of Boone Request for Bid, #14-22APR24, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Work Authorization Certification, as well as the Contractor's bid response dated April 22, 2024 and executed by Melody Cook on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification, and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of a conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Contract Duration** – The contract period shall begin on **May 1, 2024, and extend through April 30, 2025**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month-to-month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Newspaper Advertising rates and services as identified and responded to in the Contractor's Response Form. Advertising will be provided as required in the bid specifications and in conformity with the contract documents for the prices outlined in the Contractor's bid response, as needed and as ordered by the County.
4. **Billing and Payment** - All billing shall be invoiced to the County department that places the order and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event, that the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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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:
- County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - 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 the County, or
 - If appropriations are not made available and budgeted for any calendar year.

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

COLUMBIA MISSOURIAN

By Melody Cook
DocuSigned by:
31F31F4B8C014A9...
 Title Operations Coordinator

BOONE COUNTY, MISSOURI

By: Boone County Commission

Kip Kendrick
DocuSigned by:
57400BED98434D4...
 Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

CJ Dykhous
DocuSigned by:
7D71DEAE89D74DD...
 CJ Dykhous, County Counselor

ATTEST:

Brianna L. Lennon
DocuSigned by:
D287E242BFB948C...
 Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

<u>Kyle Rieman</u> <small>DocuSigned by: E3D6F2FD3CE04B1...</small>	<u>4/25/2024</u>	<u>County-Wide Term/Supply</u>
Signature	Date	Appropriation Account

218-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

May Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the 7th day of May 20 24

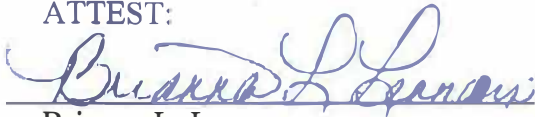
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve Amendment #1 to Contract C000712 (011723-JDC) with Martin Equipment of Illinois for the purchase of one John Deere Pick Up Broom, model BP84C.


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

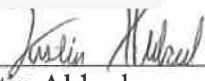
Done this 7th day of May 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Gerskin
Buyer



5551 S. Tom Bass Rd.
Room 205
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonecountymmo.org

TO: Boone County Commission
FROM: Amy Gerskin, Buyer
DATE: April 16, 2024
RE: Amendment #1 to Contract C000712, Cooperative Contract
011723-JDC – John Deere Heavy Construction Equipment – Boone
County Road and Bridge

Purchasing requests approval for Amendment #1 to contract C000712, awarded from the Sourcewell co-operative contract 011723-JDC for John Deere Heavy Construction Equipment with Martin Equipment of Illinois. The original contract was awarded on January 18, 2024, via Commission Order 25-2024 for the Boone County Road and Bridge Department. Amendment #1 adds purchase terms to paragraph 2 and allows, specifically, the purchase of one John Deere Pick-Up Broom attachment, model BP84C. This is a replacement Broom attachment that will be used by the Road and Bridge Department.

The Purchasing Department requests permission to dispose of the following surplus by sale:

- Bobcat 72 Box Sweeper, serial number 783738708 with Fixed Asset tag #20127

This purchase costs \$9,500.00 with payment referencing department 2040 – Road and Bridge Department, account 92300 – Replacement Machinery and Equipment. The total budgeted amount for this purchase was \$10,000.00.

cc: Contract File

RQST
DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

VENDOR NAME**BID #**

Bill to Dept #: 2040

[illegible]

GRAND TOTAL:	9,500.00
--------------	----------

Approving Official

Prepared By

Auditor Approval

Order#: 218-2024Date: 05/07/2024

**CONTRACT AMENDMENT NUMBER ONE
JOHN DEERE HEAVY CONSTRUCTION EQUIPMENT**

The Agreement **County Contract C000712**, Sourcewell Cooperative Contract number **011723-JDC**, dated January 18, 2024, made by and between Boone County, Missouri, and **Martin Equipment of Illinois** 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 to paragraph 2 of the Purchase Agreement:
2. Purchase – Any additional purchases made under the contract shall be priced in compliance with the pricing of Sourcewell contract **011723-JDC**. The County will issue a **Purchase Order** for any order made from the contract.
2. **ADD** the following item for purchase:
 - 2022 John Deere Pick-Up Broom Attachment, Model BP84C, for the quoted price of \$9,500.00 from Martin Equipment of Illinois quote #1003954, dated 4/4/2024 by Scott Roberts.
3. Except as specifically amended hereunder, all other terms, conditions, and provisions of the original agreement shall remain in full force and effect.

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

MARTIN EQUIPMENT OF ILLINOIS

DocuSigned by:
by *Randy Cannon*
8FFD11AB047048D...

title Territory Salesmen**BOONE COUNTY, MISSOURI**

by: Boone County Purchasing Director

DocuSigned by:
Kip Kendrick
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
CJ Dykhous
7D71DEAE89D74DD...

CJ Dykhous, County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon
D267E242BFB948C...

Brianna L. Lennon, County Clerk

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

DocuSigned by:
Kyle Riaman
E3D6F2FD3CE04B1...

Signature

4/25/2024

Date

2040/92300 \$9,500.00

Appropriation Account



935 N. Tradewinds Parkway
Columbia, MO 65201
T: (573) 657-2154
F: (573) 657-1012

Quote Issued To: BOONE COUNTY HIGHWAY DEPARTMENT 5551 S TOM BASS RD COLUMBIA MO 65201 5734498515 Quote Issued By: Scott Roberts	QUOTATION Quote #: 1003954 Issue Date: 4/17/2024 Expire Date: 5/4/2024 FOB: Columbia
---	---

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours
72379	2022	JOHN DEERE	BP84C	1T0BP84CPN0000429	
					Quoted Sale Price: \$9,500.00

NOTES

Sourcewell Discount
List Price: \$11,011.00
Sourcewell Discount (14%): \$ 1,541.54
Price: \$ 9,469.46
Add Freight: \$ 30.54
Boone Co Price \$ 9,500.00

QUOTE SUMMARY

Total Sale price:	\$9,500.00
Total Trade Allowance:	\$0.00
<hr/>	
Subtotal:	\$9,500.00
Sales Tax:	\$0.00
Rent Applied:	\$0.00
Cash with Order:	\$0.00
Document Fee:	\$0.00
<hr/>	
TOTAL:	\$9,500.00

Acceptance Signature: _____ **Date:** _____

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.



MARTINEQUIPMENT.COM

BOONE COUNTY
Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date:

Fixed Asset Tag Number: 20127

Description of Asset: Bobcat 72 box sweeper

Requested Means of Disposal: ☒ Sell ☐ Trade-In ☒ Recycle/Trash ☐ Other, Explain:

Other Information (Serial number, etc.): 783738708

Condition of Asset: poor condition, parts missing, very well used

Reason for Disposition: Scheduled Replacement, not cost effective to repair

Location of Asset and Desired Date for Removal to Storage: R&B Tom Bass (Ready for disposal)

Was asset purchased with grant funding? ☐ YES ☒ NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐ YES ☐ NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature



To be Completed by: AUDITOR

Original Acquisition Date 6/2/16

G/L Account for Proceeds 2040-3836 *J*

Original Acquisition Amount 2894.50

Original Funding Source 2741

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

☐ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

☐ Trade ☐ Auction ☐ Sealed Bids

☐ Other Explain _____

Commission Order Number 218-2024

Date Approved 5/7/2024

Signature 

RECEIVED

APR 18 2024

BOONE COUNTY
AUDITOR

219 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

May Session of the April Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

7th

day of May

20 24

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


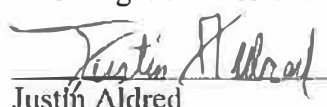
Now on this day, the County Commission of the County of Boone does hereby approve the attached Vehicle Surplus Disposal list for the Boone County Sheriff's Office.

Done this 7th day of May 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

DATE: May 9, 2024

RE: Sheriff Vehicle Surplus Disposal

Following are vehicles that will be replaced. The Sheriff's Department requests commission approval for disposal through the Missouri Auto Auction. Our contract with MO Auto Auction is 20-12JUN20 – Auction Services for Surplus Vehicles.

AUCTION THROUGH MISSOURI AUTO AUCTION				
Year	Description	Approximate Mileage	VIN #	Condition
2016	Ford Interceptor Utility (20083)	113,xxx	2FM5K8AR6GGC60704	Fair
2018	Ford Interceptor Utility (22734)	128,xxx	1FM5K8AR7GC07601	Fair
2018	Ford Interceptor Utility (22735)	115,xxx	1FM5K8AR5JGC17480	Fair
2018	Ford Interceptor Utility (22737)	121,xxx	1FM5K8AR9JGC07602	Fair
2014	Ford Interceptor Utility (19302)		1FM5K8AR5EGC38495	

TRANSFER TO INFORMATION TECHNOLOGY				
Year	Description	Approximate Mileage	VIN #	Condition
2018	Ford Interceptor Utility (22738)	126,xxx	1FM5K8AR9JGC17479	Fair

cc: Disposal File; Major Gary German, Leasa Quick, Dave Alexander, Sheriff; Robert Sapp, R&B; Stacy Bond, HR; Jacob Flowers, Auditor

CERTIFIED COPY OF ORDER**STATE OF MISSOURI****County of Boone**

} ca.

May Session of the April Adjourned

Term. 20 24**In the County Commission of said county, on the**

7th


day of May**20 24****the following, among other proceedings, were had, viz:**


Now on this day, the County Commission of the County of Boone does hereby approve the award of Amendment #3 to County Contract C000460 from Sole Source 164-123122SS for PowerDMS License and Support provided by PowerDMS of El Segundo, California for the Boone County Sheriff's Office.

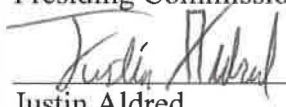
The Contract Amendment is set-out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 7th day of May 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: April 23, 2024
RE: Amendment #3 to Contract C000460, Sole Source 164-123116SS –
PowerDMS License & Support for the Boone County Sheriff's Office

Purchasing requests approval for Amendment #3 to contract C000460, awarded from the Sole Source 164-123116SS with PowerDMS of El Segundo, California for PowerDMS License and Support used by the Boone County Sheriff's Office. The original contract was awarded October 11, 2022 via Commission Order 490-2022. Amendment #3 adds subscription renewals for the period 04/04/2024 through 04/05/2025. The contract requires that renewal pricing be agreed to every renewal and amended into the contract.

Payment will reference codes 1228 -General Fund Sheriff/Detention Administration/70100 – Software Subscriptions: \$7,075.53; and 1255 – General Fund Detention Operations/70100 -Software Subscriptions: \$7,376.74.

/lp

c: Contract File

RQST
DATE

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

VNDR #

VENDOR NAME

BID #

Bill to Dept #: 1228

[illegible]

GRAND TOTAL:	14,452.27
--------------	-----------

Approving Official

Prepared By

Auditor Approval

**CONTRACT AMENDMENT NUMBER THREE
POWER DMS LICENSE & SUPPORT**

The Agreement C000460, Sole Source number 164-123122SS, dated October 11, 2022 made by and between Boone County, Missouri and **PowerDMS** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD Invoice # INV-47983 (Attachment One of Amendment # Three)** for the Legacy Training subscription and the PowerPolicy Professional Subscription as follows for Customer A-34935 (Boone County Sheriff's Office), **Grand Total Price \$7,075.53:**

Legacy Training: Subscription Period: 04/06/2024 through 04/05/2025 – For the Boone County Sheriff – Customer # A-34935 (Boone County Sheriff's Office)

Qty	Description	Total
99 Users	Legacy Training	\$0.00
Sub-Total:		\$0.00

PowerPolicy Professional Subscription: Subscription Period: 04/06/2024 through 04/05/2025 – For the Boone County Sheriff – Customer # A-34935 (Boone County Sheriff's Office)

Qty	Description	Total
99 Users	PowerPolicy Professional	\$7,075.53
Sub-Total:		\$7,075.53
Grand Total Customer A-34935:		\$7,075.53

2. **ADD Invoice # INV-47981 (Attachment Two of Amendment # Three)** for the PowerPolicy Professional Subscription and PowerTraining as follows for Customer A-454802 (Boone County Jail), **Grand Total Price \$7,76.74:**

PowerProfessional: Subscription Period: 04/06/2024 through 04/05/2025 – For the Boone County Sheriff – Customer # A-454802 (Boone County Jail)

Qty	Description	Total
59 Users	PowerPolicy Professional	\$6,506.81
Sub-Total:		\$6,506.81

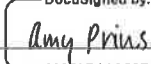
PowerTraining Subscription: Subscription Period: 04/06/2024 through 04/05/2025 – For the Boone County Sheriff – Customer # A-454802 (Boone County Jail)

Qty	Description	Total
59 Users	PowerTraining	\$869.93
Sub-Total:		\$869.93
Grand Total Customer A-454802:		\$7,376.74

3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement as previously amended shall remain in full force and effect.

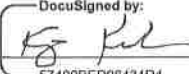
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

POWERDMS

by 
2085ADAA8C9D453...
title Sr Renewal Manager

BOONE COUNTY, MISSOURI

by: Boone County Commission


57400BED96434D4...

Presiding Commissioner

APPROVED AS TO FORM:


7D71DEAE89D74DD...

County Counselor

ATTEST:

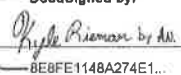

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County Clerk

AUDITOR CERTIFICATION:

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

1228/70100: \$7,075.53 1255/70100: \$7,376.74


8E8FE1148A274E1...
Signature Date Appropriation Account

ATTACHMENT ONE

**INVOICE**

2120 Park Pl, Suite 100
El Segundo, CA 90245

P: 1.800.749.5104
F: 407.210.0113
Receivables@powerdms.com
EIN: 59-3668885

Invoice No.: INV-47983
Invoice Date: 02-06-2024

Due Date: 04-06-2024
Payment Terms: Net 60
Purchase Order No.
Customer No. A-34935

Billing Information

Brian Leer
Boone County Sheriff's Department (MO)
2121 E County Dr
Columbia, MO 65202
United States

Shipping Information

Boone County Sheriff's Department (MO)
2121 E County Dr
Columbia, MO 65202
United States

Product	Start Date	End Date	Quantity	Total Price
Legacy Training Included	04-06-2024	04-05-2025	99	\$0.00
PowerPolicy Professional Subscription	04-06-2024	04-05-2025	99	\$7,075.53

SUBTOTAL	\$7,075.53
Sales Tax	\$0.00
TOTAL	\$7,075.53
Payments/Credits	\$0.00
Balance Due	\$7,075.53

Questions or concerns regarding this invoice? Please contact receivables@powerdms.com or call (800) 749-5104.

Need a W-9? Click here on the electronic version of this invoice: [PowerDMS W-9 PDF](#)

Please remit checks to:

PowerDMS, Inc.
PO Box 749609
Atlanta, GA 30374-9609

Please remit electronic payments to:

PNC Bank
East Brunswick, NJ 08816

Routing #: 031207607
Account #: 8026392336

ATTACHMENT TWO

**INVOICE**

2120 Park Pl, Suite 100
El Segundo, CA 90245

P: 1.800.749.5104
F: 407.210.0113
Receivables@powerdms.com
EIN: 59-3668885

Invoice No.: INV-47981
Invoice Date: 02-06-2024

Due Date: 04-06-2024
Payment Terms: Net 60
Purchase Order No.
Customer No. A-454802

Billing Information

Brian Leer
Boone County Corrections (MO)
2121 County Drive
Columbia, MO 65202
United States

Shipping Information

Boone County Corrections (MO)

2121 County Drive
Columbia, MO 65202
United States

Product	Start Date	End Date	Quantity	Total Price
PowerPolicy Professional Subscription	04-06-2024	04-05-2025	59	\$6,506.81
PowerTraining	04-06-2024	04-05-2025	59	\$869.93

SUBTOTAL	\$7,376.74
Sales Tax	\$0.00
TOTAL	\$7,376.74
Payments/Credits	\$0.00
Balance Due	\$7,376.74

Questions or concerns regarding this invoice? Please contact receivables@powerdms.com or call (800) 749-5104.

Need a W-9? Click here on the electronic version of this invoice: [PowerDMS W-9 PDF](#)

Please remit checks to:

PowerDMS, Inc.
PO Box 749609
Atlanta, GA 30374-9609

Please remit electronic payments to:

PNC Bank
East Brunswick, NJ 08816

Routing #: 031207607
Account #: 8026392336

221 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ca.

May Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the

7th

day of May

20 24


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


Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000789 awarded from cooperative contract CC240489008, QVL for Ammunition to award Rifle Ammunition provided by Sunset Law Enforcement LLC for the Boone County Sheriff's Office.

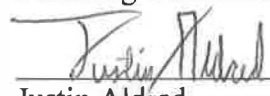
The contract is set-out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 7th day of May 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: May 02, 2024
RE: Award C000789 from Co-op Contract CC2404490081 – Qualified Vendors List – Ammunition – Rifle for the Boone County Sheriff's Office

Purchasing requests approval for the award of contract C000789 from contract CC240449008 established by the State of Missouri as a cooperative contract for the purchase of ammunition. In this case, the County requested quotes from all vendors selling .308 rifle ammunition identified on the Qualified Vendors List (QVL).

Three bids and one "No Bid" were received, and the bid tabulation is attached to this memo:

- 1) Precision Delta Corporation of Ruleville, Mississippi
- 2) Sunset Law Enforcement LLC of Ackley, Iowa
- 3) Gulf States Distributors, Inc. of Montgomery, Alabama
- 4) Bald Ridge Outdoors of Van Buren, Missouri (No Bid)

The Purchasing Department has worked with the Sheriff's Office in reviewing all the quotes. A cost conversion was done in order to get an "apple-to-apple" cost comparison since packaging varied between bidders. The Cost Evaluation is also attached to this memo.

At this time, the Sheriff's Office has determined that it only wants to award line item three, the .308 168-grain rifle ammunition, Hornady Brand, 308 168gr ELD-Match, part number 80725. The ammunition is sold \$26.27/box of 20-rounds. A total of 1,400 rounds will be purchased which amounts to a total purchase price of \$1,838.90.

The contract period will run May 07, 2024 through January 18, 2025. There is one (1) one-year renewal option available. If any subsequent orders are needed for this type of ammunition, another round of quotes will be pursued by the Purchasing Office and an award will be made to the lowest and best bidder from that round of quotes, consistent with how the QVL process is intended to be used.

Payment for the ammunition will reference 2901 –LEST Sheriff Operations/23200 –
Ammunition: \$1,838.90

/lp

Attachments

c: Contract File

PURCHASE AGREEMENT AMMUNITION QVL: .308 RIFLE AMMUNITION for SHERIFF

THIS AGREEMENT, County Contract **C000789** awarded from cooperative contract **CC240449008**, dated the 7th day of May 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sunset Law Enforcement LLC**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for .308 168-grain Rifle Ammunition in compliance with all bid specifications and any addendum issued for the State of Missouri Office of Administration Contract **CC240449008**, Sunset Law Enforcement LLC's e-mails and quote dated **April 15, 2024** from **Mike Bright** on behalf of the Contractor, and the e-mail clarification dated **April 19, 2024** from **Mike Bright** on behalf of the Contractor, attached as **Attachment One**, and 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 with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Office of Administration Contract **CC240449008** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** – The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with 1,400 rounds of .308, 168-grain Rifle Ammunition. Hornady ELD Match TAP Precision ammunition as shown in **Attachment One**:

Line Item	Description	Firm Unit Price - Per Case	Number Cases	Total Extended Price
1.	Rifle Ammunition: .308, 168-grain Brand/Model: Hornady 308 168gr ELD-Match, part number 80725	\$26.27/case -20 rounds per case Converted to \$1,313.50/M	70 (20-round cases) Converted to 1.4 M	\$1,838.90 Same
	Delivery Price	No Charge – FOB Destination Freight prepaid and Allowed		
		Total Final Price		\$1,838.90

3. **Purchase Order** – The County will issue a Purchase Order for any order placed from this contract. Any future orders will have first be bid/quoted using the QVL contract. If the Contractor is lowest and best from a subsequent quote process, the contract will be amended to add the order.

4. **Contract Period** – The contract period shall run May 07, 2024 through January 18, 2025. The County shall have the option to renew the contract for one (1) one-year period subsequent to the initial contract period.

5. **Delivery** - The contractor shall deliver ordered ammunition to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. Actual delivery time must be coordinated with the Boone County Sheriff's Office by contacting Captain Brian Leer at 573-875-1111. Extension 6428. Delivery shall occur within four (4) calendar days after receipt of order. Any delays must be promptly communicated to the Boone County Sheriff's Office.

6. **Warranty** - The standard manufacturer warranty shall apply.

7. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Billings may only include the price listed herein. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. 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.

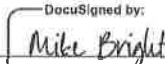
8. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

9. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The 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 the County, or
- c. Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

SUNSET LAW ENFORCEMENT, LLC

by  _____
EB25A74866494A1...

title President _____

BOONE COUNTY, MISSOURI

by: Boone County Commission

 _____
574008ED96434D4...

Presiding Commissioner

APPROVED AS TO FORM:

 _____
7D71DEAE98D74DD...

County Counselor

ATTEST:

 _____
D267E242BF848C...

County Clerk

222 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

May Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the 7th day of May 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000783 awarded from RFP 05-13MAR24 for Detainee Medical Services (Term & Supply) for the Boone County Jail – Boone County Sheriff's Office to Turn Key Health Clinics, LLC of Oklahoma City, Oklahoma.

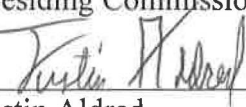
The contract is set-out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 7th day of May 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



5551 S. Tom Bass Road, Room 204
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: April 25, 2024
RE: Award of Contract C000783 from RFP 05-13MAR24 for Detainee Medical Services for the Boone County Jail/Boone County Sheriff - Term and Supply

Purchasing requests approval of Contract C000783 that results from Request for Proposal 05-13MAR24. Said RFP solicited proposals for Detainee Medical Services for the Boone County Jail. Four proposals and one "No bid" were received:

- (1) Advanced Correctional Healthcare of Franklin, Tennessee
- (2) Turn Key Health Clinics LLC of Oklahoma City, Oklahoma
- (3) Vital Medical Services of Glendale, California
- (4) Superior Blessings LLC of Columbia, Missouri
- (5) Southern Health Partners of Chattanooga, Tennessee (No Bid)

The four proposals have been reviewed by an Evaluation Team that consists of the following personnel: Captain Damon Reynolds, Boone County Jail Administrator; Captain Brian Leer of the Boone County Sheriff's Office; Captain Jenny Atwell, Assistant Boone County Jail Administrator; and Leasa Quick, Budget Administrator for the Boone County Sheriff's Office. The Purchasing Department chaired two evaluations meetings with the Evaluation Team and conducted two rounds of negotiations.

After the first evaluation meeting, the Evaluation Team decided to short-list and removed two proposals from consideration. The reasoning is documented in the attached memo. Advanced Correctional Healthcare and Turn Key Health Clinics LLC were invited to submit a first round of Best and Final Offers (BAFOs). These BAFOs were reviewed during the second Evaluation Team meeting which resulted in the decision to pursue a second BAFO with Turn Key Health Clinics LLC. The attached Evaluation Narrative describes the evaluation and scoring between Advanced Correctional Healthcare and Turn Key Health Clinics, LLC.

Weighted evaluation was used to evaluate and score the two proposals: Experience, Expertise, and Reliability was worth a maximum score of 30 subjective points; and Method of Performance and Contractor Support was worth a maximum score of 20 subjective points. Cost points, worth a maximum 50 points, were computed by the Purchasing Department.

The Scoring Form, Evaluation Narrative explaining the subjective scores, and the Cost Evaluation are attached to this memo. It is noted for the record that the Evaluation team scored subjective points, worth a maximum of 50 total points, without knowledge of cost point scores.

The outcome of the evaluation is this:

Offeror	Experience, Expertise & Reliability (Maximum 30 Points)	Proposed Method of Performance and Contractor Support (Maximum 20 Points)	Cost Points (Maximum 50 Points)	Total Score
Turn Key Health Clinics LLC	25	20	50	95
Advanced Correctional Healthcare	22	13	34	69

The highest score is earned by Turn Key Health Clinics LLC. As such, the proposal from Turn Key Health Clinics LLC is the “lowest and best” offer. The Boone County Sheriff’s Office is recommending award to Turn Key Health Clinics LLC of Oklahoma City, Oklahoma, see attached e-mail dated 4/24/24 from Captain Damon Reynolds.

The contract period will run from June 01, 2024 through May 31, 2025 with four (4) one-year renewal options available after this initial period.

This is considered a Term and Supply contract for the Sheriff’s Office. A total \$998,600.00 is budgeted for 2024. Payments will reference the following coding:

- 1255 – General Fund Detention Operations/85620 – Other Medical

/lp

Attachments – E-Mail, Unacceptable Proposals Memo, Scoring Form, Evaluation Report, and Cost Evaluation

cc: Contract File

**PURCHASE AGREEMENT
FOR
DETAINEE MEDICAL SERVICES**

THIS AGREEMENT, County contract **C000783**, awarded from RFP **05-13MAR24**, dated the 7th day of May 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Turn Key Health Clinics, LLC** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Detainee Medical Services**, County of Boone Request for Proposal (RFP) number **05-13MAR24** in its entirety including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed proposal Vendor Response/Pricing Page(s), Certification Regarding Debarment, Work Authorization Certification, Boone County Standard Terms and Conditions, Best and Final Offer Request to RFP 05-13MAR24 #2, and Best and Final Offer Request to RFP 05-13MAR24 Request #1, all RFP Addenda, as well as the Contractor's proposal response dated **03/19/2024**, executed by **David Blencoe**, on behalf of the Contractor, **Best and Final Offer #2 dated 04/22/2024** executed by **David Blencoe** on behalf of the Contractor, **Best and Final Offer #1 dated 04/15/2024** executed by **David Blencoe** on behalf of the Contractor, and the **e-mail clarification dated 04/19/2024** from **Flint Junod** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the proposal response may be permanently maintained in the County Purchasing Office RFP file for this RFP if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Best and Final Offer Request to RFP 05-13MAR24 #2, Best and Final Offer Request to RFP 05-13MAR24 #1, Addendum #2 to RFP 05-13MAR24, Addendum #1 to RFP 05-13MAR24, RFP 05-13MAR24 including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed proposal Vendor Response/Pricing Page(s), Certification Regarding Debarment, Work Authorization Certification, and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's proposal response in the order of preference listed.

2. Contract Period – The contract period shall be **June 1, 2024 through May 31, 2025**. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Detainee Medical Services as required in the RFP specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response:

Line Item 5.1.1 – All Medical Services - Total Annual Price: \$840,847.29

For provision of all medical services specified in RFP 05-13MAR24 including 168-hours/week nursing coverage of which a minimum 36-hours is RN service/week, 40-hours/week QMHP staffing, and 20-hours/week Discharger Planner staffing for the contracted ADP of 184 detainees.

Line Item 5.1.2 - ADP Adjustment Price Per Diem Per Detainee: For when the actual ADP for the quarter falls above or below the contracted ADP of 184 detainees per day per quarter to be applied only to the number of detainees above or below the ADP for the quarter: **\$ 0.75 Per Diem Per Detainee, ADP Adjustment.**

4. Billing and Payment - All billing shall be invoiced consistent with the terms and requirements of RFP 05-13MAR24 and sent to the Boone County Sheriff's Department. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- a. Pursuant to paragraph 3.23.10 of RFP 05-13MAR24, the Contractor shall be responsible for directly paying outside medical service provided to Boone County detainees on the County's behalf. The contractor shall be reimbursed for qualifying medical care from a pool of money the County has budgeted for this purpose. For the purposes of the contract, the contractor shall understand and agree that medical claims that the contractor shall pay to providers on behalf of the County shall be paid as applicable from a "pool" of fifty thousand dollars (\$50,000.00) to be used every twelve (12) months (hereinafter referred to as the "pool account"). The contractor shall understand and agree that money from the pool account shall not be used to pay for Designated Non-County Detainee costs including but not limited to dental care, mobile services, off-site services, and specified medications delivered to Designated Non-County Detainees.
- b. Pursuant to paragraph 3.23.10 (e), In the event the County's Pool Account payments leave a balance in excess of all invoices for that same 12-month period, all monies remaining must be returned to the County by the contractor within ninety (90) calendar days after each twelve (12) month term.

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

6. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

7. **Termination** – Except as otherwise noted, the County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. **Material Breach:** The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
 - b. **Delayed Service Delivery:** The 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 the County, or
 - c. **Bilateral Termination for Convenience** – The county or the Contractor may terminate this Agreement for any reason or no reason upon one-hundred twenty (120) days' written notice to the contractor, or

d. Appropriations Clause: If appropriations are not made available and budgeted for any calendar year.

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

**TURN KEY HEALTH
CLINICS LLC**

by 
72C926CBEDB941C...
title CEO

BOONE COUNTY, MISSOURI

by: Boone County Commission


57400BED96434D4...
Presiding Commissioner

APPROVED AS TO FORM:


7D71DEAE89D74DD...
County Counselor

ATTEST:


D267E242BFB948C...
County Clerk

AUDITOR CERTIFICATION

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

Fund: 1255 - Account: 85620: Term & Supply


8EBFE1148A274E1...
4/30/2024
Signature Date Appropriation Account

223-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

May Session of the April Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

7th

day of May

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment for Department 1244 for the Stop VAWA Grant.


Done this 7th day of May 2024.

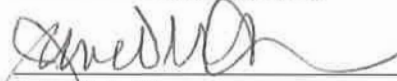
ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

1/1/2024

EFFECTIVE DATE**FOR AUDITORS USE**

(Use whole \$ amounts)

Transfer From
Decrease

[illegible]

162,490

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):

Please add funds to department 1244, VAWA Grant Award attached for reference. Grant Subaward 2024-VAWA-002 in the amount of \$80,445.46. Project period 1/1/2024 through 12/31/2025. Includes Wages for Domestic Assault Court Coordinator and services for Domestic Assault Offense Participants. *Added \$1,6000 For Employee Retention Incentive that was not included in the budget.*

Stop VAWA Grant

Cindy Garner
Requesting Official

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- ☐ A fund-solvency schedule is attached.
- ☐ Comments: Stop VAWA Grant

- ☒
- Agenda
-
- ☐
- Auditor


Auditor's Office

Auditor's Office

PRESIDING COMMISSIONER


DISTRICT 1 COMMISSIONER

DISTRICT I COMMISSIONER


DISTRICT II 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

148 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ca.

March Session of the January Adjourned

Term. 2024

In the County Commission of said county, on the 19th day of March 20 24

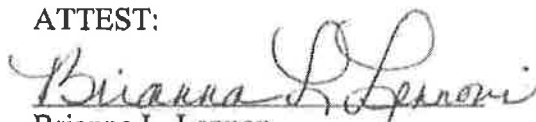
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Grant Subaward Applications for the 2024-2025 Stop Violence Against Women Act Grant (VAWA) submitted by the 13th Judicial Circuit Court.

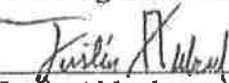
It is further ordered that the Presiding Commissioner is hereby authorized to sign the two Subaward documents and 2024-2025 Certified Assurances Forms attached.


Done this 19th day of March 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
SUBAWARD

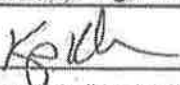
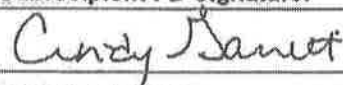
P.O. Box 749
Jefferson City, MO 65102
Phone: (573) 751-4905

Subrecipient Name:		Subrecipient UEI Number:	
13th Judicial Circuit Court		T3NHKKJW27K8	
DPS Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2024-2025 STOP Violence Against Women (VAWA)	January 1, 2024	December 31, 2024	
Project Title:		Subaward Number:	
Integrated Domestic Violence Program		2024-VAWA-001	
Project Description:			
The Integrated Domestic Violence Program consists of the specialized domestic violence dockets; the utilization of MEND and EMBRACE/EMBRACE U programs as part of a graduated range of sanctions for offenders; and the DACC, who tracks and reports on participants in both BIP programs as well as all domestic cases, acts as a liaison to domestic violence docket stakeholders, and assists with the processing of domestic violence cases.			
Subaward Total:		CFDA Number	
\$79364.50		16.588	
Research and Development Project:		Indirect Cost Rate for Federal Award:	
No		N/A	
Name of Federal Awarding Agency:			
Department of Justice Office on Violence Against Women			
Name of State Administering Agency (SAA):		SAA Federal Award Number and Award Date:	
Missouri Department of Public Safety Office of the Director P.O. Box 749 Jefferson City, MO 65102		2020-WF-AX-0023, 09/17/2020 15JOVW-21-GG-00529-STOP, 09/13/2021	
This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.			
The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Kip Kendrick Presiding Commissioner		Cindy Garrett Court Administrator	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
	3/19/2024		3/13/24
This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety, and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.			
Authorized Official, Missouri Department of Public Safety			Subaward Date
			01/01/2024



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
SUBAWARD

P.O. Box 749
Jefferson City, MO 65102
Phone: (573) 751-4905

Subrecipient Name:		Subrecipient UEI Number:	
13th Judicial Circuit Court		T3NHKKJW27K8	
DPS Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2024-2025 STOP Violence Against Women (VAWA)	January 1, 2024	December 31, 2025	
Project Title:		Subaward Number:	
Integrated Domestic Violence Program		2024-VAWA-002	
Project Description: The Integrated Domestic Violence Program consists of the specialized domestic violence dockets; the utilization of MEND and EMBRACE/EMBRACE U programs as part of a graduated range of sanctions for offenders; and the DACC, who tracks and reports on participants in both BIP programs as well as all domestic cases, acts as a liaison to domestic violence docket stakeholders, and assists with the processing of domestic violence cases.			
Subaward Total:		CFDA Number	
\$80445.46		16.588	
Research and Development Project:		Indirect Cost Rate for Federal Award:	
No		N/A	
Name of Federal Awarding Agency:			
Department of Justice Office on Violence Against Women			
Name of State Administering Agency (SAA):		SAA Federal Award Number and Award Date:	
Missouri Department of Public Safety Office of the Director P.O. Box 749 Jefferson City, MO 65102		15JOVW-21-GG-00529-STOP, 09/13/2021 15JOVW-22-GG-00432-STOP, 09/13/2022	
This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.			
The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Kip Kendrick Presiding Commissioner		Cindy Garrett Court Administrator	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
	3/19/2024		3/13/24
This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety, and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.			
Authorized Official, Missouri Department of Public Safety			Subaward Date
			01/01/2024

Aaron Neugarten

From: Kip Kendrick
Sent: Thursday, October 26, 2023 11:15 AM
To: All County Email Users
Subject: Team - Employee Retention Incentive

Importance: High

All,

As the end of 2023 approaches and we look towards 2024, I want to take a moment to express my heartfelt thanks on behalf of the Commission for your commitment and hard work throughout this past year. We have an incredible team.

Next week, the Boone County Commission will move forward with approving an **Employee Retention Incentive** for nonelected, benefited county employees for 2023 and 2024. The goal of this program is to acknowledge your dedication to Boone County Government and to encourage you to continue being an integral part of our team next year and in the future!

2023 has been a year of change and looking forward. So far in 2023, we've welcomed 168 new employees, while turnover has decreased by almost a third, moving to pre-pandemic levels. Employee referrals are consistently in the top three referral sources for new applicants, which means you value your careers with us enough to let your family and friends know. These are very positive indicators. For all of these things and more, we are incredibly appreciative for your continued focus on improving as an organization!

Retention Program:

Here's how the Retention Incentive will work for **this year**:

- Full-time, benefited Boone County employees who were hired prior to December 31, 2022 and remain continuously employed in a full-time benefitted county position by the county through December 1, 2023 will receive a **\$1,000** retention incentive.
- Full-time, benefited Boone County employees who were hired between January 1, 2023 and October 27, 2023 and who remain in a full-time benefitted county position through December 1, 2023 will receive a **\$500** retention incentive.
- Benefited, part-time county employees are eligible for a percentage of the full incentive, based on their position's budgeted hours.
- The 2023 retention incentive will be issued on the December 8, 2023 paychecks.

Here's how the retention incentive will work for **2024**:

- ~~Full-time, benefited Boone County employees who were hired prior to December 2, 2023 and remain continuously employed in a full-time benefitted county position through September 1, 2024 will receive a \$2,000 retention incentive.~~
- ~~Benefited, part-time county employees are eligible for a percentage of the full incentive, based on their position's budgeted hours.~~
- The 2024 retention incentive will be issued on the first paycheck in September.

Additional Information:

MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director



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

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

March 6, 2024

KIP KENDRICK
13TH JUDICIAL CIRCUIT COURT

Re: Subaward Numbers: 2024-VAWA-001 and 2024-VAWA-002
Project Title: Integrated Domestic Violence Program

Dear Mr. Kendrick:

On behalf of Director Sandra Karsten, it is my pleasure to inform you that the Department of Public Safety has approved your application for funding under the 2024-2025 STOP Violence Against Women Act (VAWA) grant program in the amount of \$159,809.96.

This subaward is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, and resolution of all interim audit findings.

Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the subaward will be subject to termination for cause, or other administrative action as appropriate. You are strongly encouraged to review the Certified Assurances thoroughly prior to accepting the award.

NEW: Electronic Signatures are Acceptable. The Authorized Official and Project Director may sign the documents with a handwritten signature or a digital signature. Stamped signatures are not acceptable. ALL SIGNATURE FIELDS MUST BE COMPLETED ON THE SUBAWARD AND THE CERTIFIED ASSURANCES. The Authorized Official must also initial each page of the Certified Assurances.

Change of Contact Information. If there has been a change in either the Authorized Official or the Project Director since the date the application was submitted, you are required to notify DPS of the correct information in an email to cvsu@dps.mo.gov.

To accept this subaward, the following documents must be properly signed and submitted to DPS-OVC no later than 14 days from the date of this letter:

- ☐ Subaward Document Number **2024-VAWA-001**
- ☐ Subaward Document Number **2024-VAWA-002**
- ☐ The Certified Assurances document.

IMPORTANT: Each page of this document must be Initialed by the Authorized Official.

- ☐ If applicable, official notice of any contact information changes since the time of application.

In an effort to fully expend existing federal funds that were unexpectedly deobligated by subrecipients, DPS OVC is issuing two subaward documents for this project. You will receive detailed instructions from your Grant Officer once your project is moved to "Underway" status.

Both Subaward documents need to be signed and returned along with the Certified Assurances.

DO NOT SEND A PRINTED COPY OF YOUR VAWA APPLICATION

IMPORTANT: The above referenced documents can be scanned and emailed to cvsu@dps.mo.gov. Make sure to include both Subaward Numbers in the subject line. If you prefer to mail the originals, please mail to:

Missouri Department of Public Safety
Attn: Office for Victims of Crime-ATTN: Grants
PO Box 749
Jefferson City, MO 65102

If you are unable to meet this deadline, contact us at 573-526-1464 or cvsu@dps.mo.gov.

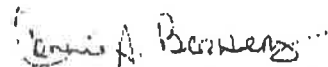
PLEASE DO NOT OVERNIGHT OR EXPRESS MAIL YOUR DOCUMENTS.

You will be notified via the WebGrants system when a signed copy of the fully executed Subaward Documents, Certified Assurances, and/or Special Conditions (if applicable) are available for you to download for your records.

This subaward is not final until fully executed by the Missouri Department of Public Safety.

Congratulations! The Office for Victims of Crime team looks forward to working with you!

Sincerely,



Connie Berhorst, Program Manager
Office for Victims of Crime

cc: Cindy Garrett

Attachments

The Missouri Department of Public Safety is an equal opportunity employer and agency. Those with limited English proficiency or who need auxiliary aids or other services can contact dpsinfo@dps.mo.gov. For Relay Missouri, please dial 711. For TTY/TDD please dial (800) 735-2966.



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR



STOP Violence Against Women Act (VAWA)
2024-2025 CERTIFIED ASSURANCES

The Subrecipient hereby assures and certifies compliance with all the following certified assurances:

General:

1. **Governing Directives:** The Subrecipient assures that it shall comply, and all its subcontractors as applicable, shall comply, with the applicable provisions of the STOP VAWA Notice of Funding Opportunity, the DPS Financial and Administrative Guide, the DPS Subrecipient Travel Guidelines, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.
2. **Compliance Training:** As a recipient of federal and/or state funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
3. **System for Award Management (SAM):** The Subrecipient assures it has registered in SAM.gov prior to submitting an application and will continue to maintain an active SAM registration with current information at all times during which it has an active subaward. The Subrecipient understands that it must renew its SAM registration every 12 months and that the Missouri Department of Public Safety may not make a subaward or disburse monies to the Subrecipient unless the Subrecipient has an active SAM registration. SAM is a Federal Government owned and operated free website that centralizes information about grant recipients. Upon successful registration with SAM, the Subrecipient will be assigned a unique 5 character CAGE Code consisting of numbers and letters.
4. **Non-Supplanting:** The Subrecipient assures that federal and/or state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
5. **Change in Personnel:** The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module; 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact.

KK

6. **Subaward Adjustments:** The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.
7. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.
8. **Criminal Activity:** The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
9. **Reporting Potential Fraud, Waste, and Abuse:** The Subrecipient shall not make false statements or claims in connection with any funds subawarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the U.S. Department of Justice, Office of Inspector General (OIG) and the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:
- Submitted a claim that violates the False Claims Act; or
 - 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 subaward must be reported to the OIG by one of the following methods:

Mail: Office of Inspector General
U.S. Department of Justice, Investigations Division
1425 New York Avenue, N.W., Suite 7100
Washington, D.C. 20530
DOJ OIG Hotline: (800) 869-4499 or Fax: (202) 616-9881

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must also be reported to the DPS by one of the following methods:

Mail: Missouri Department of Public Safety
Office of the Director
Attn: Crime Victim Services Unit
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749
Email: cvsu@dps.mo.gov
Phone: (573) 526-1464 or Fax: (573) 751-5399

The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

10. **Non-Disclosure Agreements:** The Subrecipient understands it cannot require any employee or subcontractor 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, the Missouri Department of Public Safety, or other agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the Subrecipient, 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 non-disclosure of classified information.

In accepting this subaward, the Subrecipient:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors 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 subcontractors to exercise 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 Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.
11. **Protection from Retaliation for Disclosures:** The Subrecipient understands, pursuant to 41 U.S.C. § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this subaward, a gross waste of the funds under this subaward, an abuse of authority relating to the funds under this subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this subaward.
12. **Lobbying:** The Subrecipient understands and agrees that, in general, it cannot use any federal funds, 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. Furthermore, the Subrecipient understands and agrees that, in general, federal law prohibits federal funds from being used to pay any person to influence (or attempt to influence) with respect to the awarding of a federal grant or cooperative agreement.

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures the following:

- a. No federal appropriated funds may be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- b. If the Subrecipient's request for federal funds is in excess of \$100,000, and any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

13. **Fair Labor Standards Act:** All Subrecipients of federal funds will comply with the provisions of the Federal Fair Labor Standards Act (FLSA) and/or all Missouri labor laws as applicable. See Missouri Department of Labor and Industrial Relations (MODOLIR).
14. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general 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 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.

15. **Employment Eligibility Verification:** The Subrecipient assures that it properly verifies the employment eligibility of individuals who are being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), the Subrecipient agrees to maintain records of all employment eligibility verifications pertinent to compliance with this provision in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
16. **Human Trafficking:** The Subrecipient assures that it does not engage in severe forms of trafficking in persons, procurement of a commercial sex act, use of forced labor in the performance of the subaward, or acts that directly support or advance trafficking in persons.
17. **Minors:** The Subrecipient understands that if the purpose of some or all of the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, the Subrecipient 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 OVW website at <https://www.justice.gov/ovw/page/file/1202141/download>.
18. **Relationship:** The Subrecipient agrees that it will represent itself to be an independent Subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
19. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
20. **Drug-Free Workplace:** As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:



- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Subrecipient's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

Mail: Missouri Department of Public Safety
Office of the Director
Attn: Crime Victim Services Unit
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
21. **ACORN:** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.
22. **Computer Networks:** The Subrecipient understands and agrees that funds subawarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement or victim assistance-related activity.

Civil Rights:

1. **Ensuring Access to Federally Assisted Programs:** The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color,

national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In addition, pursuant to 34 U.S.C. § 12291(b)(13), the Subrecipient acknowledges that recipients of OVW awards are prohibited from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, Subrecipients may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

2. **Enforcing Civil Rights Laws:** The Subrecipient acknowledges that all recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.
3. **Limited English Proficiency (LEP):** The Subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <https://www.lep.gov/>.
4. **Equal Employment Opportunity Plan (EEO):** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEO) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

If the Subrecipient does not meet all the aforementioned criteria, the Subrecipient is exempt from preparing the *EEO Utilization Report*; however, all Subrecipients, regardless of their EEO obligations, must complete the *Certification Form*, in which the Subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

To prepare the applicable *EEO Utilization Report* and/or *Certification Form* or for more information, visit <https://ojp.gov/about/ocr/eeop.htm>.

5. **Using Arrest and Conviction Records for Employment Decisions:** The Subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact.

[Handwritten Signature]

based on race or national origin, resulting in unlawful employment discrimination. In light of the *Advisory*, Subrecipients should consult local counsel in reviewing their employment practices. If warranted, Subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

6. **Finding of Discrimination:** The Subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a Subrecipient of federal funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).
7. **Unlawful Employment Practices:** The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
8. **Discrimination in Public Accommodations:** The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
9. **Faith-Based Organizations:** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation titled "Partnerships with Faith-Based and Other Neighborhood Organizations". The regulation prohibits faith-based organizations from using funds under this subaward to fund inherently (or explicitly) religious activities, such as worship, religious instruction, or proselytization. Subrecipients may still engage in inherently religious activities, but such activities must be separate, in time or location, from the program or services funded under this subaward, and participation in such activities by individuals receiving services from the subaward must be voluntary. The regulation also prohibits Subrecipients from discriminating in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, visit https://ojp.gov/about/ocr/equal_fbo.htm.

Financial:

1. **Fund Availability:** The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
2. **Release of Funds:** The Subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.
3. **Duplicative Funding:** The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds 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 being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.
4. **DOJ Financial Guide:** The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Programs (DOJ) Financial Guide.

5. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the STOP VAWA Notice of Funding Opportunity. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased with funds under this subaward shall be used for approved project purposes only.
6. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the STOP VAWA Notice of Funding Opportunity. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
7. **Program Income:** The Subrecipient agrees to account for program income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all program income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.
8. **Procurement:** The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the *DPS & CVSU Financial and Administrative Guidelines* and identified here:
 - a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - b. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
 - c. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - d. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - f. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.
9. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.
10. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

11. **Debarment/Suspension:** The Subrecipient certifies, pursuant to nonprocurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, that it and its principles:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
 - c. Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at ojpcompliance@usdoj.gov, and, after such disclosure, the Subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the Subrecipient is necessary to protect the interests of the Government in this case;
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
 - e. Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.
12. **Audit:** The Subrecipient agrees to comply with the organizational audit requirements of DOJ Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met or exceeded this federal threshold.
13. **Compensation:** The Subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)
14. **Suspension/Termination of Subaward:** The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.
15. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds

awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Programmatic:

1. **Services to Victims of Domestic and/or Sexual Violence and their children:** The Subrecipient, if providing services to victims of domestic and/or sexual violence and their children through this subaward, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence (MOCADSV) Standards for Domestic Violence Programs and/or Standards for Sexual Violence Programs, as they relate to the provision of services required herein.
2. **Services to All Other Victims of Crime:** The Subrecipient, if not primarily providing services to victims of domestic and/or sexual violence through this subaward, shall comply with the program standards and guidelines set forth by the Missouri Department of Public Safety Crime Victim Services Unit Program Standards and Guidelines, as they relate to the provision of services required herein.
3. **Coordination of Activities:** The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
4. **Data Reporting Requirements:** The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "STOP VAWA Notice of Funding Opportunity". This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues and in response to requests from the U.S. Department of Justice, Office of Justice Programs or Office of Violence Against Women. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
5. **Publications:** The Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: *"This project was supported by Subgrant No. _____ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP VAWA Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."*
6. **Client-Counselor Confidentiality:** The Subrecipient assures that they will maintain confidentiality of client-counselor information as required by state and federal law.
7. **Code of Professional Ethics:** The Subrecipient shall comply with and assures that the program adheres to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Provider Subrecipients.
8. **Victims' Rights Compliance:** The Subrecipient assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for Victims' Rights and Section 595.209, RSMo. (These eligible direct victim services do not include general witness assistance)
9. **Criminal or Civil Filings:** The Subrecipient assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal, or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, dating violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, dismissal, withdrawal, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction.



10. **Forensic Medical Exams:** The state or territory or another governmental entity must incur the full out of pocket cost of forensic medical exams for victims of sexual assault. The state or territory must coordinate with health care providers in the region to notify victims of sexual assault of the availability of rape exams at no cost to victims. No state or territory or other governmental entity shall require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam.
11. **Consultation with Victim Services:** Prosecution, law enforcement and court based applicants must consult with tribal, territorial, State, or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.
12. **Nondisclosure of Confidential or Private Information:** Subrecipients may not disclose personally identifying information or individual information collected in connection with services requested, utilized, or denied without a written release unless the disclosure of the information is required by a statutory or court mandate. This applies whether the information is being requested for a Department of Justice grant program or another Federal agency, State, tribal, or territorial grant program. This provision also limits disclosures by subgrantees to grantees, including disclosures to Statewide or regional databases.
13. **Breach of Personally Identifiable Information:** The subrecipient assures it has written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the Department of Public Safety no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
14. **Victim eligibility for services:** Victim eligibility for direct services is not dependent on the victim's immigration status.
15. **Workplace-Related Sexual misconduct, Domestic Violence, and Dating Violence:** Subrecipient must create a policy to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/page/file/1295756/download>
16. **Historic Preservation Act:** Subrecipients must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.
17. **Time Records Requirement:** The Subrecipient assures that, all project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.
18. **Claims Schedule:** The Subrecipient assures that Claims for Reimbursement and all required supporting documentation will be submitted via WebGrants by the 5th of each month. If the specified due date falls on a weekend or holiday, the Claim for Reimbursement must be received by the first working day after the weekend or holiday. Claims for Reimbursement submitted after deadline may not be processed until the following month. Claims for Reimbursement are due each month whether or not any funds were expended.

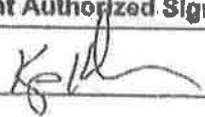
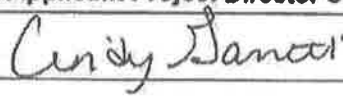
Claims for Reimbursement will be submitted within 60 days of the time the expense was incurred. DPS reserves the right to deny reimbursement of any expense that falls outside the 60 day



requirement, is not identified in the approved budget, or is unallowable. Final expenses must be submitted within 35 days of the end of the contract period.

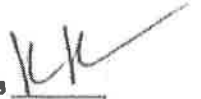
Failure to submit the required forms and supporting documentation on time shall be considered a failure to adhere to the terms of the Subaward and may result in the delay of reimbursement and/or termination of the subaward contract.

19. **Claims with Errors:** Subrecipients assure that accurate claims will be submitted. If a Claim is submitted with errors, the Claim may be negotiated for corrections. If the errors are not corrected after two (2) negotiations, the Claim may be withdrawn and not paid. If a Claim is withdrawn due to errors, a correspondence will be sent to the Authorized Official and Project Director.
20. **Annual Performance Report:** The Subrecipient agrees to provide information on the activities supported and an assessment of the effects that the VAWA victim assistance funds have had on services to crime victims for a one year period. That period will January 1 through December 31. This information will be submitted annually on the DPS "VAWA Annual Performance Report" no later than 30 days following the end date of the reporting period each year.
21. **Match:** State and local units of government are required to provide matching funds at a minimum of 25% of the total project cost or the amount of matching funds approved in the project budget, whichever is higher. Match may be provided in the form of cash or in-kind match. All funds designated as match are restricted to the same uses as the STOP VAWA program funds and must be expended within the Subaward performance period. Match must be provided on a project-by-project basis. Matching funds are not required for any victim service provider; however, victim service providers may voluntarily provide match. Subrecipients are required to maintain a record of accounting of any match funds related to project and make such record available to the Missouri Department of Public Safety upon request.
22. **Financial Statements:** All non-profit subrecipients of STOP VAWA funding under this award are required to make their financial statements available online (either on the Missouri Department of Public Safety's, the subrecipient's, or another publicly available website). DPS will consider subrecipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

The Subrecipient hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the Notice of Funding Opportunity packet.			
Agency Name:		Contract Numbers:	
13th Judicial Circuit Court		2024-VAWA-001 and 2024-VAWA-002	
Applicant Authorized Official (AO):	Date:	Applicant Project Director (PD):	Date:
Kip Kendrick Presiding Commissioner	3/19/2024	Cindy Garrett Court Administrator	3/13/24
Applicant Authorized Signature		Applicant Project Director Signature	
			

SPECIAL CONDITIONS APPLICABLE TO LAW ENFORCEMENT AND/OR PROSECUTORS:

1. **Uniform Crime Reporting (UCR):** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.
2. **Vehicle Stops:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.
3. **Federal Equitable Sharing Funds:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.
4. **Custodial Interrogations:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
5. **DWI Law – Law Enforcement:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
6. **DWI Law – Prosecutors:** The Subrecipient assures, where the project agency is a county prosecutor's office or municipal prosecutor's office, its county prosecutor's office or municipal prosecutor's office is in compliance with Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
7. **Polygraph/Voice Stress Analysis:** The subrecipient assures that no law enforcement officer, prosecuting or circuit attorney, or other governmental official, shall ask or require an adult, youth, or child victim of an alleged sex offense as defined under Chapter 566 RSMo to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense.



Budget Query by Department/Account

Run on 04/17/24 by ADHEATHE

Selection criteria

Ledger Year Equal to	2024	And
Department Is in the range	1244 1244	And
Account Is in the range	10000 19999	And

Department	Department Name	Account	Account Name	Comment	Detail Total	Detail Type
1244	GF COURT OPS GRANTS	10100	SALARIES & WAGES	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(40,161.00)	RA
1244	GF COURT OPS GRANTS	10200	FICA	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(2,859.00)	RA
1244	GF COURT OPS GRANTS	10300	HEALTH INSURANCE	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(7,560.00)	RA
1244	GF COURT OPS GRANTS	10310	COUNTY HSA CONTRIBUTION	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(1,200.00)	RA
1244	GF COURT OPS GRANTS	10325	DISABILITY INSURANCE	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(134.00)	RA
1244	GF COURT OPS GRANTS	10350	LIFE INSURANCE	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(72.00)	RA
1244	GF COURT OPS GRANTS	10400	WORKERS COMP	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(818.00)	RA
1244	GF COURT OPS GRANTS	10500	401(A) MATCH PLAN	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(650.00)	RA
1244	GF COURT OPS GRANTS	10510	CERF-EMPLOYER PD CONTRIBUTION	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(747.00)	RA
					(54,201.00)	

Budget Query by Department/Account

Run on 04/17/24 by ADHEATHE

Selection criteria

Fiscal Year: 2024
 Department: 1244 1244
 Account: 10000 19999

Department	Department Name	Account	Account Name	Comment	Detail Total	Detail Type
1244	GF COURT OPS GRANTS	10100	SALARIES & WAGES	Salaries & Wages	33,512.00	BC
1244	GF COURT OPS GRANTS	10100	SALARIES & WAGES	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(40,161.00)	RA
1244	GF COURT OPS GRANTS	10100	SALARIES & WAGES	RETENTION INCENTIVE	2,779.00	RA
1244	GF COURT OPS GRANTS	10100	SALARIES & WAGES	SALARY INCREASE POOL	3,870.00	RA
1244	GF COURT OPS GRANTS	10110	OVERTIME	Overtime	-	BC
1244	GF COURT OPS GRANTS	10120	HOLIDAY WORKED	Holidays	-	BC
1244	GF COURT OPS GRANTS	10125	FAMILY HOLIDAY WORKED PREMIUM	Family Holiday Wrked	-	BC
1244	GF COURT OPS GRANTS	10200	FICA	FICA - COURT ***	2,563.00	BC
1244	GF COURT OPS GRANTS	10200	FICA	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(2,859.00)	RA
1244	GF COURT OPS GRANTS	10200	FICA	SALARY INCREASE POOL	296.00	RA
1244	GF COURT OPS GRANTS	10300	HEALTH INSURANCE	Employee Health Insurance	7,560.00	BC
1244	GF COURT OPS GRANTS	10300	HEALTH INSURANCE	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(7,560.00)	RA
1244	GF COURT OPS GRANTS	10310	COUNTY HSA CONTRIBUTION	HSA Contribution	1,200.00	BC
1244	GF COURT OPS GRANTS	10310	COUNTY HSA CONTRIBUTION	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(1,200.00)	RA
1244	GF COURT OPS GRANTS	10325	DISABILITY INSURANCE	Disability Insurance	120.00	BC
1244	GF COURT OPS GRANTS	10325	DISABILITY INSURANCE	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(134.00)	RA
1244	GF COURT OPS GRANTS	10325	DISABILITY INSURANCE	SALARY INCREASE POOL	14.00	RA
1244	GF COURT OPS GRANTS	10330	CNTY PD DEPENDENT PREM-HEALTH	Dependent Health Premiulm	-	BC
1244	GF COURT OPS GRANTS	10331	CNTY PD DEPENDENT PREM-DENTAL	Dependent Dental Premiulm	-	BC
1244	GF COURT OPS GRANTS	10350	LIFE INSURANCE	Life Insurance	72.00	BC
1244	GF COURT OPS GRANTS	10350	LIFE INSURANCE	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(72.00)	RA
1244	GF COURT OPS GRANTS	10375	DENTAL INSURANCE	Employee Dental Insurance	-	BC
1244	GF COURT OPS GRANTS	10400	WORKERS COMP	Workers Comp	733.00	BC
1244	GF COURT OPS GRANTS	10400	WORKERS COMP	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(818.00)	RA
1244	GF COURT OPS GRANTS	10400	WORKERS COMP	SALARY INCREASE POOL	85.00	RA
1244	GF COURT OPS GRANTS	10500	401(A) MATCH PLAN	401(A) Match Plan	520.00	BC
1244	GF COURT OPS GRANTS	10500	401(A) MATCH PLAN	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(650.00)	RA
1244	GF COURT OPS GRANTS	10500	401(A) MATCH PLAN	ADJUSTMENT FOR PARTICIPATION	130.00	RA
1244	GF COURT OPS GRANTS	10510	CERF-EMPLOYER PD CONTRIBUTION	Cerf Contribution	670.00	BC
1244	GF COURT OPS GRANTS	10510	CERF-EMPLOYER PD CONTRIBUTION	ADJ FOR VAWA GRANT NOT APPROVED-FUNDS C	(747.00)	RA
1244	GF COURT OPS GRANTS	10510	CERF-EMPLOYER PD CONTRIBUTION	SALARY INCREASE POOL	77.00	RA

CERTIFIED COPY OF ORDER

224-2024

STATE OF MISSOURI

} ca.

May Session of the April Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

7th

day of May

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve and accept the attached 2023 State Homeland Security Program sub-awards.

Terms of the Sub-awards are stipulated in the attached Sub-award Agreements. It is further ordered that the Presiding Commissioner is hereby authorized to sign said Sub-award Agreements.


Done this 7th day of May 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner



Mid-MO Regional Planning Commission

BOONE | CALLAWAY | COLE | COOPER | HOWARD | MONITEAU

SUBAWARD AGREEMENT

DATE 04/15/2024	
FEDERAL IDENTIFICATION NUMBER EMW-2023-SS-00085	OHS CONTROL NUMBER 06-04
UEI NUMBER GKUHNXLX9MJJ3	

206 E. Broadway, PO Box 140, Ashland, MO 65010

SUBRECIPIENT NAME Boone County Emergency Management Agency		FEDERAL AWARD DATE 09/01/2023	
ADDRESS 2145 County Drive			
CITY Columbia	STATE MO	ZIP CODE 65202	
TOTAL AMOUNT OF THE FEDERAL AWARD \$1,000.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$1,000.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$1,000.00		TOTAL APPROVED COST SHARING OR MATCHING \$0.00	
PROJECT PERIOD FROM 09/01/2023	PROJECT PERIOD TO 08/31/2025	FEDERAL AWARD DATE 09/01/2023	
PROJECT TITLE Boone County EMA Generator Load Testing		FUNDED BY FY 2023 Homeland Security Grant Program	
FEDERAL AWARDDING AGENCY Department of Homeland Security	PASS THROUGH ENTITY DHS/FEMA/MO Department of Public Safety/Mid-Missouri Regional Planning Commission	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

CONTACT INFORMATION

(AGENCY) GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Becky Bias		NAME Della Luster	
E-MAIL ADDRESS beckybias@midmorpc.org		ADDRESS (If different from above)	
TELEPHONE 573-657-9779		CITY, STATE AND ZIP CODE	
PROGRAM MANAGER David Bock, Executive Director	TELEPHONE (573) 554-7907	E-MAIL ADDRESS dluster@boonecountymo.or	

SUMMARY DESCRIPTION OF PROJECT Generator testing will be performed on two generators - Baldor 80 kva and Generac 75 kva.

AWARDING AGENCY APPROVAL

TYPED NAME AND TITLE OF RPC/COG OFFICIAL David Bock, Executive Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Kip Kendrick, Presiding Commissioner	
SIGNATURE OF APPROVING RPC/COG OFFICIAL 	DATE 5/15/24	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL 	DATE 5/17/24

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

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Article I – Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS/DPS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

II. By accepting this agreement the subrecipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the subrecipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV – General Acknowledgements and Assurances

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

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/DPS/OHS.
2. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.



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3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

Article V – Acknowledgement of Federal Funding from DHS

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

Article VI – Activities Conducted Abroad

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

Article VII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VIII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article X – Civil Rights Act of 1964 – Title VI

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

Article XI – Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and

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advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII – Copyright

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

Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

Article XIV – Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV – Duplication of Benefits

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

Article XVI – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.



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Article XVII – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Subrecipient State or local law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Subrecipient State or local law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XVIII – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XIX – False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XX – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXI– Federal Leadership on Reducing Text Messaging while Driving

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

Article XXII – Fly America Act of 1974

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

Article XXIII – Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIV – John S. McCain National Defense Authorization Act of Fiscal Year 2019

Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS subrecipients, their contractors, and subcontractors –



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prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXV – Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://jwww.lep.gov>.

Article XXVI – Lobbying Prohibitions

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

Article XXVII – National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 43 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

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

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

Article XXIX – Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.



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Article XXX – Notice of Funding Opportunity Requirements

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

Article XXXI – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXII – Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIII – Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIV – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XXXVI – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Subrecipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

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1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- a. When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 1. Applying the domestic content procurement preference would be inconsistent with public interest;
 2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

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There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.

The awarding Component may provide specific instructions to subrecipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Subrecipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act.

Article XXXVII – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVIII – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIX – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000, (TVPA) (codified as amended by 22 U.S.C. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XL – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLI – USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLII – Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.



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Article XLIII – Whistleblower Protection Act

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

Article XLIV – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLV – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVI – Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their respective regional Threat and Hazard Identification and Risk Assessment (THIRA) and/or Stakeholder Preparedness Review (SPR). Participation in the THIRA is defined as the completion and submission of the regional THIRA to the Missouri Department of Public Safety, Office of Homeland Security, no later than October 1, every three years as required. Participation in the SPR is defined as the completion and submission of the regional SPR to the Missouri Department of Public Safety, Office of Homeland Security no later than October 1, annually if the respective region has necessary changes or updates to their SPR.
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.

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3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the DPS/OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

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9. To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by DPS/OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event DPS/OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from DPS/OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to DPS/OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS/OHS within 45 days after the end of the project period.
14. All items that meet the DPS/OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the DPS/OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires DPS/OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the DPS/OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source over \$10,000.00 must have prior approval from the DPS/OHS.
19. Subrecipient is required to complete the 2023 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity

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posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2023 NCSR will be open October 1, 2023 and must be completed by each subrecipient no later than December 31, 2023.

20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.
21. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
 - a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with Section 43.505 RSMo for the duration of the grant period of performance.
 - b. Vehicle Stops:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.
 - c. Police Use of Force Transparency Act of 2021:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with Section 590.1268 for the duration of the grant period of performance.

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d. Federal Equitable Sharing Funds:

Subrecipients that are a law enforcement, assure its agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

e. Intoxication-Related Traffic Offenses:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.544 RSMo relating to forwarding intoxication-related offenses and has adopted a written policy to forward arrest information for all intoxication-related offenses to the central repository as required by Section 43.503 RSMo.

f. Rap Back Program Participation:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

g. Custodial Interrogations:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

h. Body Armor:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with HSGP funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with must be made in the United States.

i. Body Armor Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

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j. Body-Worn Camera Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.

22. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Fire Department Registration:

The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.

b. Turnout Gear Maintenance Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.

23. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:

- a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
- b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
- c. Share LPR data through the MoDEx process with statewide sharing platforms (i.e., MULES).
- d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
- e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
- f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.



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- g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

Article XLVII – Agency Specific Special Conditions

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Article XLVIII – Project Budget Summary

Boone County EMA Generator Load Testing

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\$1,000.00

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Mid-MO Regional Planning Commission

BOONE | CALLAWAY | COLE | COOPER | HOWARD | MONITEAU

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DATE 04/15/2024	
FEDERAL IDENTIFICATION NUMBER EMW-2023-SS-00085	OHS CONTROL NUMBER 06-05
UEI NUMBER GKUHNXLX9MJJ3	

206 E. Broadway, PO Box 140, Ashland, MO 65010

SUBRECIPIENT NAME Boone County Emergency Management Agency			
ADDRESS 2145 County Drive			
CITY Columbia	STATE MO	ZIP CODE 65202	
TOTAL AMOUNT OF THE FEDERAL AWARD \$6,056.25		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$6,056.25	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$6,056.25		TOTAL APPROVED COST SHARING OR MATCHING \$0.00	
PROJECT PERIOD FROM 09/01/2023	PROJECT PERIOD TO 08/31/2025	FEDERAL AWARD DATE 09/01/2023	
PROJECT TITLE Boone County EMA Badging		FUNDED BY FY 2023 Homeland Security Grant Program	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY DHS/FEMA/MO Department of Public Safety/Mid-Missouri Regional Planning Commission	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

CONTACT INFORMATION

(AGENCY) GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR	
NAME Becky Bias	NAME Della Luster	
E-MAIL ADDRESS beckybias@midmorpc.org	ADDRESS (If different from above)	
TELEPHONE 573-657-9779	CITY, STATE AND ZIP CODE	
PROGRAM MANAGER David Bock, Executive Director	TELEPHONE (573) 554-7907	E-MAIL ADDRESS dluster@boonecounty.org

SUMMARY DESCRIPTION OF PROJECT Purchase of Rapid-Tag kit includes, one year subscription, software, scanner, server laptop, card printer, cleaning kit, card stock, and strap clips.

AWARDING AGENCY APPROVAL

TYPED NAME AND TITLE OF RPC/COG OFFICIAL David Bock, Executive Director	
SIGNATURE OF APPROVING RPC/COG OFFICIAL 	DATE 5/15/24

SUBRECIPIENT AUTHORIZED OFFICIAL

TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Kip Kendrick, Presiding Commissioner	
SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL 	DATE 5/17/24

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

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Article I – Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS/DPS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

II. By accepting this agreement the subrecipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the subrecipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV – General Acknowledgements and Assurances

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

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/DPS/OHS.
2. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.



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3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

Article V – Acknowledgement of Federal Funding from DHS

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

Article VI – Activities Conducted Abroad

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

Article VII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VIII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article X – Civil Rights Act of 1964 – Title VI

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

Article XI – Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and



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advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII – Copyright

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

Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

Article XIV – Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV – Duplication of Benefits

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

Article XVI – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.



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Article XVII – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Subrecipient State or local law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Subrecipient State or local law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XVIII – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XIX – False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XX – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXI– Federal Leadership on Reducing Text Messaging while Driving

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

Article XXII – Fly America Act of 1974

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

Article XXIII – Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIV – John S. McCain National Defense Authorization Act of Fiscal Year 2019

Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS subrecipients, their contractors, and subcontractors –

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prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXV – Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://jwww.lep.gov>.

Article XXVI – Lobbying Prohibitions

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

Article XXVII – National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 43 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

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

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

Article XXIX – Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

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Article XXX – Notice of Funding Opportunity Requirements

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

Article XXXI – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXII – Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIII – Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIV – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XXXVI – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Subrecipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:



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1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- a. When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 1. Applying the domestic content procurement preference would be inconsistent with public interest;
 2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

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There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.

The awarding Component may provide specific instructions to subrecipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Subrecipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act.

Article XXXVII – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVIII – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIX – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000, (TVPA) (codified as amended by 22 U.S.C. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XL – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLI – USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLII – Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.



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Article XLIII – Whistleblower Protection Act

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

Article XLIV – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLV – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVI – Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their respective regional Threat and Hazard Identification and Risk Assessment (THIRA) and/or Stakeholder Preparedness Review (SPR). Participation in the THIRA is defined as the completion and submission of the regional THIRA to the Missouri Department of Public Safety, Office of Homeland Security, no later than October 1, every three years as required. Participation in the SPR is defined as the completion and submission of the regional SPR to the Missouri Department of Public Safety, Office of Homeland Security no later than October 1, annually if the respective region has necessary changes or updates to their SPR.
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.

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3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the DPS/OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

[Handwritten Signature]

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9. To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by DPS/OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event DPS/OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from DPS/OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to DPS/OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS/OHS within 45 days after the end of the project period.
14. All items that meet the DPS/OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the DPS/OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires DPS/OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the DPS/OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source over \$10,000.00 must have prior approval from the DPS/OHS.
19. Subrecipient is required to complete the 2023 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity



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posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2023 NCSR will be open October 1, 2023 and must be completed by each subrecipient no later than December 31, 2023.

20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.
21. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
 - a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with Section 43.505 RSMo for the duration of the grant period of performance.
 - b. Vehicle Stops:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.
 - c. Police Use of Force Transparency Act of 2021:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with Section 590.1268 for the duration of the grant period of performance.

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d. Federal Equitable Sharing Funds:

Subrecipients that are a law enforcement, assure its agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

e. Intoxication-Related Traffic Offenses:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.544 RSMo relating to forwarding intoxication-related offenses and has adopted a written policy to forward arrest information for all intoxication-related offenses to the central repository as required by Section 43.503 RSMo.

f. Rap Back Program Participation:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

g. Custodial Interrogations:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

h. Body Armor:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with HSGP funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with must be made in the United States.

i. Body Armor Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.



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- j. Body-Worn Camera Policy:
The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.
22. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
- a. Fire Department Registration:
The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.
- b. Turnout Gear Maintenance Policy:
The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.
23. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:
- LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
 - Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
 - Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
 - Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
 - Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
 - Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.

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SUBAWARD AGREEMENT

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- g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

Article XLVII – Agency Specific Special Conditions

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Article XLVIII – Project Budget Summary

Boone County EMA Badging

EMW-2023-SS-00085-06-05

\$6,056.25

AUTHORIZED OFFICIAL INITIALS





Mid-MO Regional Planning Commission

BOONE | CALLAWAY | COLE | COOPER | HOWARD | MONITEAU

SUBAWARD AGREEMENT

DATE 04/15/2024	
FEDERAL IDENTIFICATION NUMBER EMW-2023-SS-00085	OHS CONTROL NUMBER 06-06
UEI NUMBER GKUHNXLX9MJJ3	

206 E. Broadway, PO Box 140, Ashland, MO 65010

SUBRECIPIENT NAME Boone County Emergency Management Agency			
ADDRESS 2145 County Drive			
CITY Columbia	STATE MO	ZIP CODE 65202	
TOTAL AMOUNT OF THE FEDERAL AWARD \$4,800.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$4,800.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$4,800.00		TOTAL APPROVED COST SHARING OR MATCHING \$0.00	
PROJECT PERIOD FROM 09/01/2023	PROJECT PERIOD TO 08/31/2025	FEDERAL AWARD DATE 09/01/2023	
PROJECT TITLE Boone County EMA Satellite/Internet/Phone Service		FUNDED BY FY 2023 Homeland Security Grant Program	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY DHS/FEMA/MO Department of Public Safety/Mid-Missouri Regional Planning Commission	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

CONTACT INFORMATION

(AGENCY) GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Becky Bias		NAME Della Luster	
E-MAIL ADDRESS beckybias@midmorpc.org		ADDRESS (If different from above)	
TELEPHONE 573-657-9779		CITY, STATE AND ZIP CODE	
PROGRAM MANAGER David Bock, Executive Director		TELEPHONE (573) 554-7907	E-MAIL ADDRESS dluster@boonecounty.org

SUMMARY DESCRIPTION OF PROJECT

Purchase of 12 months satellite internet/phone service for the IST trailer.

AWARDING AGENCY APPROVAL

TYPED NAME AND TITLE OF RPC/COG OFFICIAL David Bock, Executive Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Kip Kendrick, Presiding Commissioner	
SIGNATURE OF APPROVING RPC/COG OFFICIAL 	DATE 5/15/24	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL 	DATE 5/17/24

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

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Article I – Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS/DPS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

II. By accepting this agreement the subrecipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the subrecipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV – General Acknowledgements and Assurances

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

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/DPS/OHS.
2. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

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3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

Article V – Acknowledgement of Federal Funding from DHS

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

Article VI – Activities Conducted Abroad

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

Article VII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VIII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article X – Civil Rights Act of 1964 – Title VI

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

Article XI – Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and

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advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII – Copyright

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

Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

Article XIV – Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV – Duplication of Benefits

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

Article XVI – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.



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Article XVII – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Subrecipient State or local law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Subrecipient State or local law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XVIII – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XIX – False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XX – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXI– Federal Leadership on Reducing Text Messaging while Driving

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

Article XXII – Fly America Act of 1974

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

Article XXIII – Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIV – John S. McCain National Defense Authorization Act of Fiscal Year 2019

Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS subrecipients, their contractors, and subcontractors –

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prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXV – Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://jwww.lep.gov>.

Article XXVI – Lobbying Prohibitions

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

Article XXVII – National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 43 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

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

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

Article XXIX – Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

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Article XXX – Notice of Funding Opportunity Requirements

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

Article XXXI – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXII – Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIII – Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIV – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XXXVI – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Subrecipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:



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1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- a. When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 1. Applying the domestic content procurement preference would be inconsistent with public interest;
 2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

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There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.

The awarding Component may provide specific instructions to subrecipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Subrecipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act.

Article XXXVII – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVIII – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIX – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000, (TVPA) (codified as amended by 22 U.S.C. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XL – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLI – USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLII – Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

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Article XLIII – Whistleblower Protection Act

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

Article XLIV – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLV – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVI – Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their respective regional Threat and Hazard Identification and Risk Assessment (THIRA) and/or Stakeholder Preparedness Review (SPR). Participation in the THIRA is defined as the completion and submission of the regional THIRA to the Missouri Department of Public Safety, Office of Homeland Security, no later than October 1, every three years as required. Participation in the SPR is defined as the completion and submission of the regional SPR to the Missouri Department of Public Safety, Office of Homeland Security no later than October 1, annually if the respective region has necessary changes or updates to their SPR.
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.



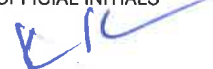
GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2023-SS-00085-06-06	DATE 04/15/2024
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the DPS/OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

AUTHORIZED OFFICIAL INITIALS 

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
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9. To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by DPS/OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event DPS/OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from DPS/OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to DPS/OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS/OHS within 45 days after the end of the project period.
14. All items that meet the DPS/OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the DPS/OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires DPS/OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the DPS/OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source over \$10,000.00 must have prior approval from the DPS/OHS.
19. Subrecipient is required to complete the 2023 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity



GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
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posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2023 NCSR will be open October 1, 2023 and must be completed by each subrecipient no later than December 31, 2023.

20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.
21. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
 - a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with Section 43.505 RSMo for the duration of the grant period of performance.
 - b. Vehicle Stops:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.
 - c. Police Use of Force Transparency Act of 2021:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with Section 590.1268 for the duration of the grant period of performance.

YK

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
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d. Federal Equitable Sharing Funds:

Subrecipients that are a law enforcement, assure its agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

e. Intoxication-Related Traffic Offenses:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.544 RSMo relating to forwarding intoxication-related offenses and has adopted a written policy to forward arrest information for all intoxication-related offenses to the central repository as required by Section 43.503 RSMo.

f. Rap Back Program Participation:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

g. Custodial Interrogations:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

h. Body Armor:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with HSGP funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with must be made in the United States.

i. Body Armor Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.



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j. Body-Worn Camera Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.

22. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Fire Department Registration:

The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.

b. Turnout Gear Maintenance Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.

23. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:

- a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
- b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
- c. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
- d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
- e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
- f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.

ELK

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
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- g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

Article XLVII – Agency Specific Special Conditions

[Handwritten initials]

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2023-SS-00085-06-06	DATE 04/15/2024
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Article XLVIII – Project Budget Summary

Boone County EMA Satellite/Internet/Phone Service EMW-2023-SS-00085-06-06 \$4,800.00

AUTHORIZED OFFICIAL INITIALS 

225-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

May Session of the April Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

7th

day of May

20 24

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

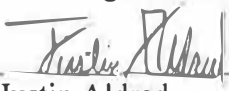
Now on this day, the County Commission of the County of Boone does hereby approve the attached Juvenile Officer Performance Standards Education Initiative grant proposal submitted by the 13th Judicial Circuit, Family Court --Robert L. Perry Juvenile Justice Center.

Done this 7th day of May 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner



**STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
REQUEST FOR PROPOSAL**

RFP NO: OSCA 24-02250
TITLE: Juvenile Officer Performance
Standards Education Initiative
ISSUE DATE: February 9, 2024

CONTACT: Trish Adamson

PHONE NO: (573) 526-8818-6766
EMAIL: osca.contracts@courts.mo.gov

Proposals will be accepted on an ongoing basis until April 30, 2024 or funds are no longer available.
Qualifying projects will be reviewed before funding is authorized.

RETURN PROPSALS VIA EMAIL OR BY MAIL TO:


(U.S. Mail)
Office of State Courts Administrator
Attn: Contract Section
P.O. Box 104480
Jefferson City, MO 65110 - 4480

or

(Courier Service)
Office of State Courts Administrator
Attn: Contract Section
2112 Industrial Drive
Jefferson City, MO 65109

CONTRACT PERIOD: Date of Award through June 15, 2024

SIGNATURE REQUIRED

PRESIDING JUDGE SIGNATURE 		DATE 4/29/24
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE		DATE
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE CIRCUIT IS INCLUDED IN PROPOSAL)		DATE
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE		DATE
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE CIRCUIT IS INCLUDED IN PROPOSAL)		DATE
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE		DATE
COURT 13 th Judicial Circuit		
MAILING ADDRESS 5665 Roger I Wilson Memorial Drive		
CITY, STATE, ZIP Columbia, MO 65202		
CONTACT PERSON Tara Eppy		TITLE Superintendent
PHONE NUMBER 573-886-4450	FAX NUMBER 573-886-4461	EMAIL ADDRESS Tara.Eppy@courts.mo.gov

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:		
CONTRACT NO.		CONTRACT PERIOD
CONTRACTS SECTION	DATE	DEPUTY STATE COURTS ADMINISTRATOR

1.0 INTRODUCTION

The Juvenile Division Education Committee (JDEC) through the Office of State Court Administrator (OSCA) is seeking proposals from circuit courts interested in sponsoring relevant professional development for juvenile and family court staff to aid courts in compliance with the Missouri Juvenile Officer Performance Standards (2017). A court may work independently, but collaboration with other courts in a regional effort is encouraged and preferred. Participants may include, but are not limited to, juvenile court staff, juvenile detention staff, juvenile and family court judges and commissioners, attorneys for juvenile officers, guardians ad litem and circuit clerk staff.

- 1.1 The approved funding allows for *reimbursement* to the county treasurer on behalf of the juvenile and family courts for the costs associated with the development and implementation of approved professional development courses.
- 1.2 Limited funding is being provided. Award amounts will be limited to \$5,000.00 per award.
- 1.3 Proposals can be submitted electronically to osca.contracts@courts.mo.gov and more than one proposal can be submitted.
- 1.4 OSCA will review and forward the request to the JDEC. The JDEC shall have final approval based on the merits of each proposal received as well as the availability of funds.

2.0 PROGRAM KEY COMPONENTS

Programs shall adhere to the Missouri Juvenile Officer Performance Standards (MJOPS) (mo.gov) and Educational Opportunities for Juvenile Officers (mo.gov) as recommended by the Supreme Court of Missouri.

3.0 EVALUATION AND AWARD CRITERIA

Awards are made by the JDEC based on the incorporation of standards and cost efficiency.

- 3.1 State and County employees must follow section 105.454 RSMo. No elected or appointed official or employee of the state or any political subdivision thereof, serving in an executive or administrative capacity, shall:
 - (1) Perform any service for any agency of the state, or for any political subdivision thereof in which he or she is an officer or employee or over which he or she has supervisory power for receipt or payment of any compensation, other than of the compensation provided for the performance of his or her official duties, in excess of five hundred dollars per transaction or five thousand dollars per annum, except on transactions made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer is the lowest received.

4. CATEGORY OF ELIGIBLE FUNDS

Funding for costs shall be associated with the following categories **only**:

- a. **Contractual Services:**
Funds for the purpose of providing speaker fees, rental of meeting spaces or contracting for the purchase of lunch for participants.
- b. **Resource Materials:**
Funds to purchase or reproduce resource materials for distribution to attendees, such as DVDs, books, brochures and/or pamphlets related to the educational topic.
- c. **Equipment Rental:**

Equipment rental requests, such as a laptop or multimedia projector, may be included in the application but only if required for the educational session. Purchase of computer equipment or peripherals shall not be funded through this initiative.

d. **Administrative Costs and Supplies:**

Funds may be awarded to purchase supplies required for the educational session and/or to cover the travel costs for guest speakers.

5.0 AWARDS

The JDEC may adjust, in whole or in part, any request based upon the reasonableness of the request and the availability of funds.

5.1 All invoices must be submitted to OSCA by June 15, 2024, to ensure reimbursement within this fiscal year.

5.2 If it appears not all funds will be used, the JDEC may, reduce the amount awarded and redistribute as needed. Prior notification shall be given before such action is taken.

5.3 Funds awarded shall not be used to supplant existing local or state funds. Supplanting refers to using program funds to replace funds normally available and received from local or state sources.

6.0 REIMBURSEMENT OF COSTS

No payments shall be made to any contracted provider unless OSCA contracts directly with the provider. The county will pay for services before requesting reimbursement. OSCA anticipates a 2 to 4 week turnaround on reimbursement requests. If more than one county is included in the proposal, the proposal must designate which county is paying the expenses and shall receive reimbursements. All expenses must follow OSCA policies regarding meals and transportation. This must be addressed with the county treasurer when planning your education proposal.

6.1 A Certificate of Compliance form will be provided electronically shortly upon award. Invoices, a completed Certificate of Compliance and other supporting documentation must be submitted to OSCA, P.O. Box 104480, Jefferson City, MO 65110-4480, attention of Courtney Cassil, no later than thirty (30) days after the completion of the educational program. These items may be submitted electronically to Courtney.cassil@courts.mo.gov

7.0 APPLICATION REQUIREMENTS

A proposal consisting of a completed and signed RFP document including the application (Attachment A) must be submitted.

7.1 Proposals must be signed by the Presiding Judge or the Family Court Administrative Judge. If a joint application is submitted, the Presiding Judge or Family Court Administrative Judge of each participating circuit must sign the application.

7.2 Proposals may be submitted via:

- Email to osca.contracts@courts.mo.gov; or
- Regular mail to the address on the cover page.

8.1 Budget

The budget is required and included in Attachment A.

Circuit Number: 13th	
Judge _____	Superintendent _____

Circuit Number:	
Judge _____	Juvenile Officer _____

Circuit Number:	
Judge _____	Juvenile Officer _____

Circuit Number:	
Judge _____	Juvenile Officer _____

Attachment A

JUVENILE OFFICER PERFORMANCE STANDARDS EDUCATION PROPOSAL

Circuit(s) Applying

Location of Educational Session
List city

Proposed dates

13th

Columbia

June 2, 2024

Educational Topics

Youth Mental Health First Aid is designed to teach parents, family members, caregivers, teachers, school staff, peers, neighbors, health and human services workers, and other caring citizens how to help an adolescent (age 12-18) who is experiencing a mental health or addictions challenge or is in crisis. Youth Mental Health First Aid is primarily designed for adults who regularly interact with young people.

Learning Objectives

The course introduces common mental health challenges for youth, reviews typical adolescent development, and teaches a 5-step action plan for how to help young people in both crisis and non-crisis situations. Topics covered include anxiety, depression, substance use, disorders in which psychosis may occur, disruptive behavior disorders (including AD/HD), and eating disorders.

Proposed Speaker(s): describe

Lorie Winslow: A retired (28 years - 18 as principal and 10 as teacher) public school employee and now director of non-profit drug prevention coalition. She has worked with the juvenile justice system during all of those years, including Drug Treatment Court and Family Treatment Court.

Elizabeth Reinberg: She has experience working in residential treatment for youth and teens and was a Clinician and a Supervisor for more than 2 years at a children's home where her primary role was to provide individual group and family therapy for youth who were unable to live safely in the community due to their mental health needs or risk of abuse/neglect. She also has knowledge of and training in physical intervention (CPI and SCM) to keep youth and others safe, and a strong respect for the relationship needed in order to allow for authority to be respected.

Target Audiences

Lists the titles of juvenile justice professionals who will participate

Detention staff, Juvenile Office staff, and Family Treatment Court staff.

Estimated number of participants

25 max participants for the 8-hour training.

Budget:

Project Funding Breakdown

Identify the applicable funding needs in the following areas of the proposed education program.

Contractual Services	\$1600.00
Resource Materials	722.50
Equipment Rental	0
Administrative cost and supplies	446.20
Total of Funds Requested	2768.70

CERTIFIED COPY OF ORDER

226 -2024

STATE OF MISSOURI

County of Boone

} ca.

May Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the 7th day of May 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve a request by Butch's Investments LLC to rezone to Planned Light-Industrial (M-LP) for Butch's Investments 163 on 13.49 acres located at 7180 S Cadet Court, Columbia.


AND

Now on this day, the County Commission of the County of Boone does hereby approve a request by Butch's Investments LLC to approve a Revised Review Plan for Butch's Investments 163 on 13.49 acres located at 7180 S Cadet Court, Columbia subject to the following condition:

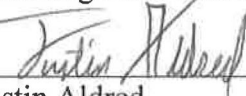
1. All agreements and documentation related to the provision of sewer service be completed to the satisfaction of the BCRSD and the Director of Resource Management prior to submission of the Final Development Plan.

Done this 7th day of May 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Staff Report for County Commission
RE: P&Z Agenda Items
April 30, 2024

2. Request by Butch's Investments LLC to rezone to Planned Light-Industrial (M-LP) and to approve a revised review plan for Butch's Investments 163 on 13.49 acres located at 7180 S Cadet Court, Columbia.

The Planning and Zoning Commission conducted a public hearing on this request at its April 18, 2024 meeting and issued a recommendation for approval of the rezoning on a 9-0 vote and approval of the review plan on a 9-0 vote.

The subject property is located on Route 163, approximately 1300 feet west of US Highway 63, approximately 1 mile south of the city limits of Columbia. The property currently has an existing building present on Lot 4. The subject property is 13.49 acres in size and zoned Planned Light Industrial (M-LP). There is Agriculture 1(A-1) property to the south, east, and northwest, Planned Recreation (REC-P) to the west, and M-LP zoning to the north.

The subject property was part of an M-LP rezoning and review plan in September of 2020. That request was denied by the Planning & Zoning Commission. The 2020 request was revised and reapplied as a new rezoning request and review plan for the December 2020 agenda, and it was approved under County Commission order number 623B-2020. Then in 2022, the plan was revised with a design that included two configurations. The new proposal was approved under County Commission order number 360-2022.

This proposal revises the designs for Lots 3 & 4 of the Butch's Investments Final Development Plan. This revision is in the form of an additional new building on Lot 4. This building does not alter the sewer requirements or parking requirements as it takes square footage from the building envelope on Lot 3 and transfers it to Lot 4 as a new building. This loss of developable square footage from Lot 3 is translated onto both designs for Lot 3, as is the presence of the new Lot 4 building. As the developable square footage remains the same, no additional parking areas are required. The subject property is in the Bonne Femme Watershed, a studied environmentally sensitive area, and the Devil's Icebox recharge area. The property scored 55 points on the rating system.

The Boone County Master Plan has designated this area as being suitable for rural residential & agricultural land uses. The Boone County Master Plan designates a

sufficiency of resources test for the evaluation of zoning changes which was used to analyze this request.

Utilities: The subject property is served by Consolidated Water. Boone Electric Cooperative provides power. There is a 12" waterline on the south side of Highway 163 that has been extended to provide service and fire protection. Wastewater is treated through a system built on Lot 5 of Butch's Investment subdivision owned and operated by the Boone County Regional Sewer District. The existing agreement that dictates sewer service is in the process of being revised and approved by the Sewer District to support the new building on Lot 4.

Transportation: The property has direct access to Highway 163. No change in access is proposed.

Public Safety: The property is approximately 1 mile from the Boone County Fire Protection District Station located on Tom Bass Road near Meyer Industrial Drive. Compliance with the Fire Code as administered by the Boone County Fire Protection District will be required.

Zoning Analysis: Since the 2022 approval of the current final plan, the infrastructure supporting the request remains, indicating continued compliance with the sufficiency of resources test. Revision and modification of the review plan, as shown in this proposal, is consistent with the intent of the original request. Reprogramming of square footage from one building area to another is an appropriate use of the planned development process to confirm that there is no net increase in intensity of activity on the site, therefore confirming that the original approval is still correct for this development.

Staff recommended approval of the rezoning request and review plan subject to the following condition:

1. All agreements and documentation related to the provision of sewer service be completed to the satisfaction of the BCRSD and the Director of Resource Management prior to submission of the Final Development Plan.

CERTIFIED COPY OF ORDER

227 -2024

STATE OF MISSOURI

County of Boone

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May Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the

7th

day of May

20 24

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

Now on this day, the County Commission of the County of Boone takes up the revision and re-adoption of the Boone County Zoning Regulations, Sections 1 through 30. This includes revisions to Section 2, Definitions, Section 15 Administration, and adoption of Section 30 Solar Energy Overlay District (SEOD).

WHEREAS, the Boone County Planning and Zoning Commission conducted three (3) public hearings, after due public notice, into the issue of re-adoption of the Boone County Zoning Regulations, Sections 1 through 30. This includes revisions to Section 2, Definitions, Section 15 Administration, and adoption of Section 30 Solar Energy Overlay District (SEOD); and

WHEREAS, the Boone County Planning and Zoning Commission (P&Z) has recommended that the County Commission readopt those regulations including revisions to Section 2, Definitions, Section 15 Administration, and adoption of Section 30 Solar Energy Overlay District (SEOD); and

WHEREAS, the County Commission conducted a public hearing on re-adoption of those regulations on April 9, 2024; and

WHEREAS, all required notices have been given and all required public hearings have been held;

NOW, THEREFORE, the County Commission of the County of Boone does hereby adopt the Boone County Zoning Regulations Sections 1 through 30. This includes revisions to Section 2, Definitions, Section 15 Administration, and adoption of Section 30 Solar Energy Overlay District (SEOD), copies of which are attached and incorporated by reference along with the following attachments:

1. Notice of the first Planning and Zoning Commission hearing, affidavit of newspaper publication, affidavit of posting in the Boone County Government Center, and the hearing minutes.
2. Notice of the second Planning and Zoning Commission hearing, affidavit of newspaper publication, affidavit of posting in the Ashland City Hall (southern district), and the hearing minutes.
3. Notice of the third Planning and Zoning Commission hearing, affidavit of newspaper publication, affidavit of posting in the Centralia City Hall (northern district), and the hearing minutes.
4. Minutes from the Planning and Zoning Commission meeting, Thursday, June 15, 2023, with recommendation for adoption.
5. Notice of public hearing before the County Commission on April 9, 2024, affidavit of newspaper publication, affidavit of posting in Boone County Government Center, and the hearing minutes showing the public hearing was opened for the re-adoption of the zoning regulations and adoption of revisions to Sections 2 and 15, and new Section 30.
6. Complete copy of Boone County Zoning Regulations.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

Term. 20

In the County Commission of said county, on the

day of

20

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


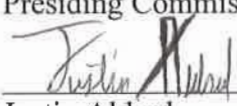
Done this 7th day of May 2024.

ATTEST:



Brianna L. Lennon

Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner