

295-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 24

County of Boone

} ea.

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

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

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with Voluntary Action Center for C000805 – Opportunity Campus Project.

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

Done this 20th day of June 2024.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: June 20, 2024
RE: ARPA Funding Subrecipient: *C000805 – Opportunity Campus Project*
with Voluntary Action Center

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

This ARPA award is for County contract ARPA Funding Subrecipient: *C000805 – Opportunity Campus Project* with Voluntary Action Center. The funds will be used to support the Voluntary Action Center in the construction and operation of the Opportunity Campus. The Opportunity Campus will include an emergency shelter, community resource center, and medical clinic. Services provided at The Opportunity Center will serve individuals experiencing homelessness, those at risk of homelessness, and individuals experiencing housing and economic hardships.

Contract award is for a not to exceed amount of \$350,000 and will be paid from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

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



AGREEMENT FOR ARPA FUNDING

Boone County Contract #C000805

Opportunity Campus Project

THIS AGREEMENT dated the 20th day of June, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **Voluntary Action Center (herein "Agency")**, with an effective date of the County's execution of this Agreement.

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

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

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

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

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

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

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

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed Three Hundred Fifty Thousand Dollars (\$350,000).

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

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

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

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

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

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

- a. All expenditures made with the provided funding were: 1) to perform activities deemed allowable under federal guidance and approved herein; 2) expenses were incurred after March 3, 2021 and prior to December 31, 2024; and 3) all funds were expended prior to December 31, 2026.

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

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

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

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

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

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

11. ***Subcontracts.*** Agency may enter into subcontracts and other agreements in connection with a project as Agency deems necessary within the terms of the contract. Any

subcontractor or party to an agreement with Agency on this project shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

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

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

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

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

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

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

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be

amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

18. Notice.

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymo.org
- b. Any written notice or communication to **Agency** shall be emailed to eds@vacmo.org and/or mailed or delivered to: Voluntary Action Center, 403A Vandiver Drive, Columbia, MO 65202.

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

Agency

By: 

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Boone County, Missouri

By: Boone County Commission


 Kip Kendrick, Presiding Commissioner

ATTEST:



 Brianna L. Lennon, County Clerk

Approved as to Legal Form:



 CJ Dykhouse, County Counselor

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

	6/18/2024	2983-84200 / \$350,000
Signature	Date	Appropriation Account