

BILL NO.: 24-0209

ORDINANCE NO.: 24- 0131

INTRODUCED BY: COUNCIL MEMBER (s) Groetelke

1 **AN ORDINANCE AUTHORIZING JEFFERSON COUNTY, MISSOURI TO**
2 **ACCEPT THE AWARD FOR THE LOCAL EMERGENCY PLANNING**
3 **COMMITTEE/DISTRICT LEPC/LEPD GRANT WITH THE MISSOURI**
4 **EMERGENCY MANAGEMENT AGENCY AND AUTHORIZING THE COUNTY**
5 **EXECUTIVE TO EXECUTE THE LOCAL EMERGENCY PLANNING**
6 **COMMITTEE/ DISTRICT (LEPC/LEPD) GRANT.**

7 **WHEREAS,** Jefferson County, Missouri's, hereafter, the "County" is currently the
8 recipient of funding through the Missouri State Emergency Management Agency Local
9 Emergency Planning Committee/ District (LEPC/LEPD) Grant; and

10 **WHEREAS,** said grant is administered by the Missouri State Emergency
11 Management Agency; and

12 **WHEREAS,** the County was awarded the Local Emergency Planning Committee/
13 District (LEPC/LEPD) Grant; and

14 **WHEREAS,** the purpose of the Local Emergency Planning Committee/ District
15 (LEPC/LEPD) Grant program is to support a comprehensive, all-hazard emergency
16 preparedness system with an emphasis on hazardous Materials; and

17 **WHEREAS,** through the LEPC/LEPD program necessary direction, coordination
18 and guidance and necessary assistance is authorized and comprehensive emergency
19 preparedness system exists for all hazards materials in the State of Missouri; and

FILED
FEB 15 2024
JEANNIE GOFF
COUNTY CLERK, JEFFERSON COUNTY, MO

1 **WHEREAS**, the County has from January 5, 2024 to May 15, 2024 to utilize the
2 funds of **Seventy-One Thousand, Eight Hundred Dollars 00/100 (\$71,800.00)**.

3 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL, AS**
4 **FOLLOWS:**

5 Section 1. The County accepts the award for the Local Emergency Planning
6 Committee/ District (LEPC/LEPD) Grant for an amount not to exceed **Seventy-One**
7 **Thousand, Eight Hundred Dollars 00/100 (\$71,800.00) subject to budgetary**
8 **limitations.**

9 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
10 County Executive to execute the agreement incorporated by Reference as Exhibit “A” and
11 any agreements or contracts necessary to effectuate the award of the bids and proposals set
12 forth in this Ordinance.

13 Section 3. The County Executive is further authorized to take any and all
14 actions necessary to carry out the intent of this Ordinance.

15 Section 4. Copies of all Invitations for Bid, Requests for Proposals, responses
16 thereto, and any contracts or agreements shall be maintained by the Department of the
17 County Clerk consistent with the rules and procedures for the maintenance and retention
18 of records as promulgated by the Secretary of State.

19 Section 5. This Ordinance shall be in full force and effect from and after its
20 date of approval.


21 Section 6. If any part of this Ordinance is invalid for any reason, such invalidity
22 shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Gene F. Barbagallo	<u>yes</u>
Council Member District 3, Lori Arons	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 13 DAY OF February, 2024:

PASSED **FAILED**



Charles Groeteke, County Council Chair



Cherlynn Boyer, Council Executive Assistant

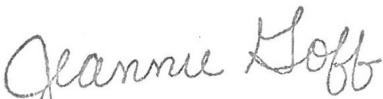
THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 15 DAY OF February, 2024.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2024.




Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:



Jeannie Goff, County Clerk

BY: 

First Reading: 02-13-2024

Michael L. Parson
Governor

Sandra K. Karsten
Director of Public Safety



STATE OF MISSOURI



ORDINANCE NO.

24-0131

James Remillard
Director

STATE EMERGENCY MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC SAFETY
PO Box 116, Jefferson City, Missouri 65102
Phone: (573) 526-9100 Fax: (573) 634-7966
E-mail: mosema@sema.dps.mo.gov



January 4, 2024

Don Ridenhower
Jefferson County, Emergency Management Agency
PO Box 100
Hillsboro, MO 63028



Dear Don Ridenhower,

Congratulations, your agency has been approved for the State Fiscal Year 2024 Local Emergency Planning Committee/District (LEPC/LEPD) award from the State Emergency Management Agency (SEMA) in the amount of \$71800. The performance period is January 5, 2024 through May 15, 2024. Enclosed are your award documents. You, as the authorized official, must sign the grant award of contract to certify acceptance of this award. You are required to return the original signed forms back to SEMA no later than, February 15, 2024, to the following person and address prior to claims being reimbursed to your jurisdiction:

Missouri Emergency Response Commission (MERC)
Attn: Stephen McLane
P.O. Box 3133
Jefferson City, MO 65102

Your award number is DPS-SEMA-24HZMT-014.

This award is subject to all administrative and financial requirements as outlined in the FY24 LEPC/LEPD Program Manual and the Grant Award Specific Conditions (see attached). This includes the timely submission of all documentation and Salamander reporting.

Thank you for your support and cooperation with this effort. If you have any questions, please contact Stephen McLane, MERC Executive Director via email at Stephen.McLane@sema.dps.mo.gov or by phone at (573) 526-9237.

Sincerely,

James Remillard
Director

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.



A Nationally
Accredited
Agency



State Emergency Management Agency 2302 Militia Drive
 P.O. Box 116
 Jefferson City, MO 65102
 Phone: (573) 526-9100
 Fax: (573) 634-7966

SUBRECIPIENT AWARD

DATE
 January 4, 2024

Award Number
 DPS-SEMA-24HZMT-014

Amendment No.
 N/A

GRANTEE NAME
 Jefferson County, Emergency Management Agency

GRANTEE VENDOR NUMBER
 436001827

GRANTEE ADDRESS
 PO Box 100
 Hillsboro, MO 63028

ISSUING AGENCY
 MO State Emergency Management Agency PO Box 3133
 Jefferson City, MO 65102

GRANT INFORMATION

PROJECT TITLE
 Local Emergency Planning Committee/District (LEPC/LEPD) Grant

STATE AWARDING AGENCY
 Missouri State Emergency Management Agency

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO
 N/A

PERFORMANCE PERIOD
 FROM: 01/04/2024 TO: 05/15/2024

STATE AWARD AMOUNT

\$71800

LOCAL COST SHARE

N/A

TOTAL AWARD AMOUNT

\$

CONTACT INFORMATION

MERC Executive Director

GRANTEE PROJECT DIRECTOR

NAME
 Stephen McLane

NAME

E-MAIL ADDRESS
 Stephen.McLane@sema.dps.mo.gov

E-MAIL ADDRESS

TELEPHONE
 (573) 526-9237

TELEPHONE

SUMMARY DESCRIPTION OF PROJECT

LEPC/LEPD Grant is a funding opportunity offered by the State Emergency Management Agency (SEMA). The purpose of the Missouri LEPC/LEPD Grant Program is to support a comprehensive, all-hazard emergency preparedness system with an emphasis on hazardous materials. SEMA, through the LEPC/LEPD Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri. There is no indirect cost rate for this award. All federally required articles will apply to state funding.

TYPED NAME AND TITLE OF OFFICIAL

James Remillard, Director

TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL

x Dennis J Gannon

SIGNATURE OF APPROVING OHS OFFICIAL

DATE

SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL

DATE

2/15/2024

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

Specific Conditions

Article I – The recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the FY24 Missouri Disaster Assistance Grant Program Manual, state laws, orders, and regulations.

Article II – the recipient agrees to notify, within a timely manner, the State Emergency Management Agency 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.

Article III - The Recipient understands that any deviation from the approved award must have prior approval from the State Emergency Management Agency no later than 15 days before the end of the period of performance. No additional funding shall be awarded to a Recipient (unless specifically notified by the State Emergency Management Agency of additional funding being awarded), but changes to budget lines may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested as a 'Budget Revision' via the 'Subaward Adjustment' component of WebGrants.

Article IV - The Recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Recipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the State Emergency Management Agency, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The Recipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the State Emergency Management Agency shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

Article V - The Recipient shall not make false statements or claims in connection with any funds awarded by the State Emergency Management Agency. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state grants or contracts, and/or other remedy by law. The Recipient must promptly refer to the State Emergency Management Agency (SEMA) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this award, either:

- (a) Submitted a claim that violates the False Claims Act; or
- (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

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

Mail: State Emergency Management Agency

Attn: Fiscal

P.O. Box 116

Jefferson City, MO 65102

Email: semagrants@sema.dps.mo.gov

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 award.

Article VI- The Subrecipient understands and agrees that, state funds cannot be used, 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.

Article VII - All Recipients of state funds will comply with the minimum wage and maximum hour's provisions of the Section 290.502 RSMo.

Article VIII – Pursuant to Section 285.530.1 RSMo, the Recipient 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 Recipient 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.

Article IX – In accordance with RSMo Section 304.820, no person, while operating a vehicle, shall physically hold or support an electronic communication device outside of two-way communication devices or their functional equivalent.

Article X - The Recipient 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.

Article XI - The Recipient 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.

Article XII – The Recipient understands all awards 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 state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this award, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Article XIII – The recipient acknowledges no funds will be disbursed under this award until such time as all required documents are signed by the recipient Authorized Official returned to the State Emergency Management Agency for final review and signature by the Director.

Article XIV – The recipient 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 award, 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 provided this award, the recipient will promptly notify, in writing, the State Emergency Management Agency. If so requested and allowed by the State Emergency Management Agency, the recipient shall submit an Award Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

Article XV – The recipient understands that only allowable and approved expenditures will be reimbursed under this award. These monies may not be utilized to pay debts incurred by other activities. The recipient agrees to obligate funds no later than the last day of the project period. The

recipient also agrees to expend funds no later than ninety (90) days after the date of the award unless otherwise requested through an Award Adjustment and prior approval has been issued by the State Emergency Management Agency.

Article XVI – The Recipient agrees to complete and submit any financial reports required for this program when requested by the State Emergency Management Agency. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

Article XVII – The Recipient 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 Recipient assures that all procurement transactions will meet the minimum standards set forth and identified here:

1. 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.
2. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
3. Purchases estimated to total between \$10,000 but less than \$49,999 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
4. Purchases with an estimated total of \$50,000 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.
5. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
6. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the State Emergency Management Agency.
7. Emergency procurements shall be made with as much competition as is practicable under the circumstances as determined by the State Emergency Management Agency.

Article XVIII – The Recipient acknowledges RSMo Sections 34.350-34.359 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 are met.

Article XIX – The Recipient also acknowledges RSMo sections 34.070 and 34.073 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.

Article XX – The recipient agrees to comply with the organizational audit requirements of the State of Missouri. If the recipient expended \$375,000 or more in state funds (from all sources) in the organization's fiscal year, the agency is required to have an audit. If the recipient is required to have an audit, a copy of such audit shall be forward to the State Emergency Management Agency immediately upon request.

Article XXI – The State Emergency Management Agency reserves the right to suspend or terminate any award entered into as a result of this award at its sole discretion and without penalty or recourse by

giving written notice to the recipient 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 recipient under the award shall, at the option of the State Emergency Management Agency, become property of the State of Missouri.

In the event an award is suspended or permanently terminated, the Missouri State Emergency Management Agency may take action as deemed appropriate to recover any portion of the award funds remaining or an amount equal to the portion of the award funds wrongfully used.

Article XXII – If a recipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the award, 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 laws.

Article XXIII – Expenditures 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.

Article XXIV – For contractual services the following general requirements will be followed when subcontracting for work or services contained in this grant award:

1. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and the length of time over which the services will be provided.
2. A copy of any contractual agreement made as a result of this award must be supplied to the State Emergency Management Agency when requesting reimbursement.

Article XXV – In the event the State Emergency Management Agency 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 recipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article XXVI – The recipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.