

PJ
7/10/2020
4:45 PM



BOARD OF ALDERMAN
WORK SESSION AGENDA
CITY HALL, 345 S. MAIN, BOLIVAR, MO 65613
Tuesday, July 14th, 2020 at 6:30 p.m.

MEETING WILL BE RECORDED AND POSTED ON FACEBOOK - CITY OF BOLIVAR, MISSOURI

ROLL CALL

PLEDGE OF ALLEGIANCE

MOTION TO ADOPT AGENDA

**MAYORAL APPOINTMENT, Introductions, Presentations, Resolutions and Proclamations,
Citizens Requests:**

1. **Audit Report for 2019: Rebecca Baker, KPM CPA's and Advisors.**
2. **Discussion: Professional Services Bidding Procedures.**
3. **Request for Qualifications for Financial Consulting.**
4. **Discuss: Speed Limit Concerns, Jerry Hamby Public Works Director.**
5. **Special Event Application: Basil & Bourbon, Dinner in the Alley.**
6. **Discuss and Approve: Emergency Management Performance Grant 18-month Award.**
7. **Bill No. 2020-23: An Ordinance Authorizing a Change Order #2 to the Emery Sapp & Sons, Inc Agreement for Road Work on State Hwy D.**
8. **Bill No. 2020-24: An Ordinance Authorizing the Police Department to participate in the Law Enforcement Support Office (LESO) Program.**
9. **Bill No. 2020-25: An Ordinance Approving Final Plat of Frisco Trails Subdivision.**
10. **Executive Session: RSMo 610.021(1) Legal Actions, Cause of Action, or litigation involving a public governmental body and Any confidential or privileged communications between a public governmental body or its representatives and its attorney. RSMo 610.021(2) Leasing, Purchase or Sale of Real Estate by a public governmental body where Public knowledge of the transaction might adversely affect the legal consideration therefor.**
11. **Adjournment.**

#wherelibertyflows

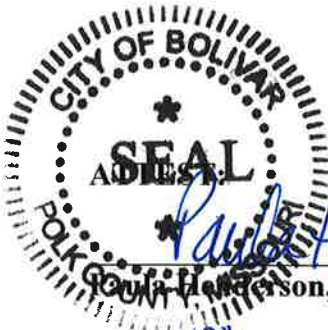
If you have a need for special accommodations,
Please contact the City Clerk's office 24 hours prior to the meeting.



**CALL OF A WORK SESSION MEETING
OF THE CITY OF BOLIVAR BOARD OF ALDERMEN.**

I, Christopher Warwick, Mayor of the City of Bolivar, Missouri, do hereby call a Work Session Meeting of the Bolivar Board of Aldermen on Tuesday, July 14th, 2020, at 6:30 p.m. for the purpose of transacting any lawful business that might be brought before said Council at said meeting.

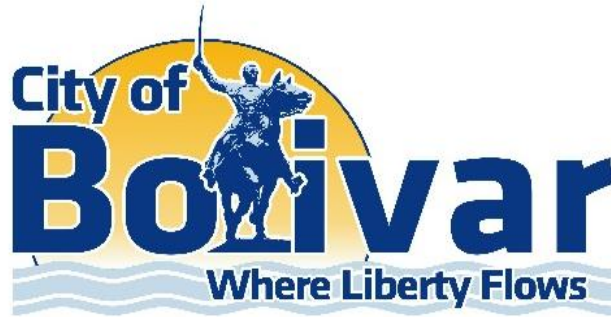
Electronically Approved 7/10/2020
Christopher Warwick, Mayor



Paula Henderson, City Clerk

Posted: PA

7/10/2020
4:45pm



**REQUEST FOR QUALIFICATIONS
PROFESSIONAL CONSULTANT SERVICES
FOR A QUALIFIED
MUNICIPAL FINANCIAL ADVISOR**

Tracy Slagle, SHRM-CP
City Administrator
PO Box 9, 345 S. Main, Bolivar, MO 65613
417-326-2489

NOTICE OF REQUEST FOR QUALIFICATIONS

It is the intent of the City of Bolivar to receive statements of qualifications from professional firms/municipal financial advisors/consultant to assist with advising on municipal financial projects. The City will score applicants based on qualifications submitted and select a single firm to work with city staff outlined in the scope of service.

Qualifications submitted must be received by the City of Bolivar's City Clerk in a sealed Envelope that is clearly marked, "RFQ-2020 Financial Advisor/Consultant" no later than 2:00 p.m. on August 6th, 2020.

The City of Bolivar reserves the right to reject any and all Qualification Submittals, whole or in part, to waive minor defects in the process, with or without cause, and to accept the Qualification Submittal deemed by the City to be in the City's best interest.

There is no expressed or implied obligation for the City of Bolivar to reimburse responding firms for any expense incurred through the preparation of responses to this Request for Qualification and no reimbursement will be made.

The firm selected will be required to enter into an agreement with the City for professional services which will be drafted by the City of Bolivar.

Tracy Slagle, SHRM-CP
City Administrator

The Request for Qualifications (RFQ) provides standards and guidelines to submit qualifications for the selection of a financial advisor/consultant to provide advisor services to the City of Bolivar, Missouri.

Back Ground

The City of Bolivar is a fourth class city established in 1835, located in the county seat of Polk County, a current population of 10,325. The City of Bolivar had a current overall debt of \$11,455,084 at the end of December 31, 2019.

<u>Description</u>	<u>Principal Outstanding</u>
Certificates of Participation, Series 2010B	\$4,775,000
Refunding Certificates of Participation, Series 2016	894,900
Capital Lease Agreement - Sewer Lines and Lift Station (2015)	3,253,000
Capital Lease Agreement - Fire Truck (2015)	422,413
Lease Purchase Agreements	
Water Treatment Plant Refund (2013)	64,925
Fire Truck (2014)	274,327
Public Safety Building (2014)	339,487
Dispatch Equipment	99,660
Water & Sewer Lines (2018)	1,134,304
Street Sweeper (2019)	165,959
Excavator (2019)	31,109
Total	<u>\$11,455,084</u>

The Bolivar voters gave the approval to sell the utility system to Liberty Utilities on June 9, 2020, for 23.5 million dollars. That process will take place in the fiscal year 2020 to early 2021.

With this, it will help the City of Bolivar capitalize on other interests, like public safety, streets, parks and economic development, which the city could do with the funds received from the sale after all debt is paid off. A remaining 12 million could greatly improve the community as a whole in various aspects.

Services requested as follows:

- Debt Management with pay off calculations, monitoring optional redemptions date (s) oversight, refunding proceeds escrow(s) to be invested.
- Investment Program -Assist with implementing program guidelines.
- Assist the City with Investments in treasuries or SLGS (State and Local Government Series) in compliance that is allowable under City/State Statues.

Scope of Services

- Provide independent financial advice and serve solely the best interest for the City.
- Provide advice with respect to the City's investment options, strategies, and the administration of any debt payoff, with City Council, legal and staff assistance.
- Analyze and report on the advantages and disadvantages of proposed debt pay off and investment strategies
- Advise and evaluate the projected cash flow from any revenue sources of investments of the public sector and its implications.
- Manage and prepare any financial analysis and services to the City as needed or requested by council.
- Assist legal counsel and the City's Finance Director with any documents as required.

Qualifications Requested

- Individual or firm is expected to possess adequate personnel to ensure that services are provided in a prompt and efficient manner.
- Please identify the financial advisory team and any other key personnel, including sub-consultants and co-proposers, with experience with other local government and Missouri Public Finance matters should be included.
- Must be available to city staff on as needed basis, including email communications, conference calls, and special presentations as requested by the city council.
- Provide past experience with familiarity and expertise in nature that is most useful.
- Please provide at least five (5) clients preferable from Missouri whom provided assistance with similar services.

- Please disclose any professional or personal financial interest which could be a possible conflict of interest in representing the City and shall further disclose arrangements to derive additional compensation from various investments.

Submittal Requirements

- Three (3) Original Submissions must be sent to the City of Bolivar no later than 2:00 p.m. August 6th, 2020, in a sealed envelope clearly marked “*RFQ-2020 Financial Advisor/Consultant*” on the outside of the envelope or box addressed to the City Clerk, City of Bolivar, PO Box 9, 345 S. Main, Bolivar, Missouri 65613.

Selection

Selection will be evaluated with completeness of the information and overall experience as a financial advisor in Missouri, with background on prior experience in municipal financial advisory services, in Public Finance, and future planning.

City Hall Recd 7/10/2020 3:00PM

SPECIAL EVENT APPLICATION

APPLICANT AND ORGANIZATION INFORMATION

Sponsor Name: Basil & Bourbon
Address: 113 S. Main
City: Bolivar State: MO Zip: 65613
Daytime phone: 417-326-8047 Cell phone: 417-399-1174
Fax: _____ Cell phone (during event): 417-399-1174
Email: basil.bourbon@gmail.com
Preferred method of contact: 417-326-8047

EVENT INFORMATION

Event name: Dinner In The Alley
Event location: Alley by 113 S. Main
Date & time of Set up: Saturday July 25th 4pm
Date & time of Event: July 25th 2020 pm
Date & time of Clean up: July 25th 11:30pm
Anticipated number of attendees: 40

Will the event sponsor be present and in charge of the event at all times? ☒ Yes ☐ No
If no, please provide name of responsible party present.

Name: Kayla Rippee Cell phone (during event): 417-399-1174

Type of activities planned (check all that apply):

- | | | |
|---|--|-----------------------------------|
| <input type="checkbox"/> Carnival | <input type="checkbox"/> Concert | <input type="checkbox"/> Festival |
| <input type="checkbox"/> Fireworks | <input type="checkbox"/> Parade | <input type="checkbox"/> Run/Walk |
| <input type="checkbox"/> Sporting Event | <input checked="" type="checkbox"/> Other (please explain) <u>Dinner</u> | |

Will the following be served? (check all that apply) ☒ Food ☒ Alcohol

If food is being served, a permit with the Polk County Health Center shall be obtained. Event sponsor will be responsible to monitor alcohol remains in defined event area.

Will temporary booths be set up? ☒ Yes ☐ No

If yes, will goods be available for purchase? ☒ Yes ☐ No

Sponsor is required to obtain a City business license for all vendors selling goods during the event.

Will event be open to the public? ☒ Yes ☐ No

Will admission be charged? ☒ Yes ☐ No

Will donations be accepted? ☒ Yes ☐ No

Will electricity be required? ☐ Yes ☒ No

Will generators be used? ☐ Yes ☒ No

Will live music be performed? ☒ Yes ☐ No

Will a stage be set up/constructed? ☐ Yes ☒ No

Please list performance times

During Event

Will banners/signs be installed? ☐ Yes ☒ No

ALL signs require a sign permit issued by the Community Development Department. With the approval of the Special Events Permit, the organization is entitled to 2 cost-free sign permits. The cost-free permits still require a sign application and approval by the Community Development Department. All other signs require sign application submission, approval and permit charge.

Is this an event for Charity? ☐ Yes ☒ No

List participating organizations/with name of contact (attach list if needed)

Organization: _____ Contact _____

Organization: _____ Contact _____

Organization: _____ Contact _____

Please indicate who is planned to provide the following services(for EMS, Fire, and security only check City provided if you want dedicated staffing at your event. This will incur additional charges):

Service	City provided	Self provided	Not Applicable
Crowd Control			X
EMS Services			X
Fire Watch			X
Restroom Facilities			X
Security			X
Street Barricades			X
Traffic Control			X
Trash clean-up*			X

*The City reserves the right to charge the event sponsor for clean-up provided by the City.

In addition to the information provided above, please provide a detailed narrative description of the event. Also provide a map illustrating the locations of the activities planned and requested street barricades. (Except for very limited circumstances, the City will require that a street closing be from cross intersection to cross intersection so that no traffic can turn into closed street.) Please use additional sheets as needed.

Dinner IN The Alley

I hereby agree that my organization will comply with all City, County and State regulations and those that are specific to public safety.

Signature: Tayla Rippee Print: Tayla Rippee

Organization Name: Basil & Bourbon Date: 6.6.20

OFFICE USE ONLY

Date submitted: _____

Date scheduled to be presented to Council: _____

Emergency Management: _____ Date: _____

Community Development: _____ Date: _____

Building Inspector (if applicable): _____ Date: _____

Fire Chief: _____ Date: _____

Police Chief: _____ Date: _____

Public Works Director: _____ Date: _____

City Clerk: _____ Date: _____

Date presented to Council: _____


☐ Approved ☐ Rejected

Initials: _____

HOLD HARMLESS AGREEMENT

To the extent permitted by law, Sponsor agrees to indemnify, defend and hold harmless the City of Bolivar, its officers, agents, volunteers and employees from and against all suits, claims, damages, losses and expenses, including by not limited to attorney's fees, court costs or alternative dispute resolution costs arising out of, or related to, Sponsor's use of city streets, roads, parks, sidewalk or other facilities under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Sponsor, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by Sponsor or anyone for whose acts Sponsor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

1. Sponsor shall purchase and maintain the following insurance, at Sponsor's expense:
 - Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis
 - Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hire automobiles and other vehicles used by Sponsor with a combined single limit of \$1,000,000 per accident
2. All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the city.
3. Prior to using City's facilities or infrastructure under this agreement, Sponsor shall furnish the City with certificates of insurance evidencing the required coverage, conditions and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.
4. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

Signature:  Print: Tayla Rippee
Organization Name: Basil's Barber Date: 6.6.20
City of Bolivar Representative:  Date: 7.10.20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mid Missouri Insurance P. O. Box 52 2275 S. Springfield Ave Bolivar MO 65613	CONTACT NAME: Brandon Van Deren PHONE (A/C, No, Ext): (417) 326-5814 FAX (A/C, No): (417) 326-5827 E-MAIL: bvanderen@mid-moisurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Columbia Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 40371
INSURED Basil & Bourbon 113 S Main Ave Bolivar MO 65613-2012	

COVERAGES**CERTIFICATE NUMBER:** CL207806053**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CMPMO0000029458	05/22/2020	05/22/2021	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					GENERAL AGGREGATE \$ 2,000,000	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					PRODUCTS - COMP/OP AGG \$ 2,000,000	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below					Empl Practices Liab Ins \$ 100,000	
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Bolivar
PO Box 9

Bolivar

MO 65613

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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

July 6, 2020

Award Number

EMK-2020-EP-00004-11

Amendment No.

N/A

GRANTEE NAME

Bolivar Emergency Management Agency

GRANTEE VENDOR NUMBER

44-6000140

GRANTEE ADDRESS

PO Box 9
Bolivar, MO 65613

ISSUING AGENCY

MO State Emergency Management Agency
PO Box 116
Jefferson City, MO 65102

GRANT INFORMATION

PROJECT TITLE

FY 2020 Emergency Management Performance Grant

FEDERAL AWARDING AGENCY

Federal Emergency Management Agency

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO
97.042

PERFORMANCE PERIOD

FROM: 1/1/2020

TO: 6/30/2021

FEDERAL AWARD AMOUNT

\$53,479.66

LOCAL COST SHARE

\$53,479.66

TOTAL AWARD AMOUNT

\$106,959.32

CONTACT INFORMATION

EMPG GRANT SPECIALIST

NAME

Holly Otto

E-MAIL ADDRESS

holly.otto@sema.dps.mo.gov

TELEPHONE

573-751-3401

GRANTEE PROJECT DIRECTOR

NAME

Brent Watkins, EMD

E-MAIL ADDRESS

bwatkins@bolivar.mo.us

TELEPHONE

417-328-5850

SUMMARY DESCRIPTION OF PROJECT

The purpose of the EMPG Program is to make grants to locals in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. SEMA, through the EMPG 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. This award is not for Research and Development. There is no indirect cost rate for this award.

TYPED NAME AND TITLE OF OHS OFFICIAL

James Remillard, Acting Director

TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL

Tracy Slagle, City Administrator

SIGNATURE OF APPROVING OHS OFFICIAL

DATE

07/06/2020

SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL

DATE

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

DATE
July 6, 2020

AWARD NUMBER
EMK-2020-EP-00004-11

Article I - Acknowledgement of Federal Funding from DHS

All 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 II - Activities Conducted Abroad

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

Article III - Age Discrimination Act of 1975

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article IV - Americans with Disabilities Act of 1990

All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients 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 (42 U.S.C. §§ 12101–12213).

Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All subrecipients who collect PII are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. DHS defines personally identifiable information (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. Award subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article VI- Civil Rights Act of 1964

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 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 benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article VII - Civil Rights Act of 1968

All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and 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 (42 U.S.C. § 3601 et seq.), as implemented by the 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. § 100.201).

Article VIII – Copyright

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

Article IX - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award subrecipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

Article X - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. 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 or activities.

Article XI - Drug-Free Workplace Regulations

All 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 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XII - Duplication of Benefits

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

Article XIII - Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article XIV - False Claims Act and Program Fraud Civil Remedies

All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XV – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-428B, item number 17 for additional information and guidance.

Article XVI - Fly America Act of 1974

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) 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. § 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 XVII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all 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 of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225.

Article XVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients 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-accesspeople-limited> and additional resources on <http://www.lep.gov>.

Article XIX - Lobbying Prohibitions

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient 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 a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XX - Non-supplanting Requirement

All subrecipients who receive 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.

Article XXI - Patents and Intellectual Property Rights

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XXII - Procurement of Recovered Materials

All subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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 XXIII - Contract Provisions for Non-federal Entity Contracts under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction"). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of wage determination. The non-Federal entity must report all suspected or reported violations to the

Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C 3704 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contract and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Article XXIV – SAFECOM

All subrecipients who receive 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 XXV - Terrorist Financing E.O. 13224

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article XXVI - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides 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. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXVII - Trafficking Victims Protection Act of 2000

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

Article XXVIII - Rehabilitation Act of 1973

All subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual 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. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXIX - USA Patriot Act of 2001

All subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article XXX - Use of DHS Seal, Logo and Flags

All subrecipients must obtain DHS's approval 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.

Article XXXI - Whistleblower Protection Act

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

Article XXXII - SEMA Specific Acknowledgements and Assurances

All subrecipients must acknowledge and agree to comply with applicable provisions governing SEMA access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by SEMA.
2. Subrecipients must give SEMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by SEMA regulations and other applicable laws or program guidance.

3. Subrecipients must submit timely, complete, and accurate reports to the appropriate SEMA officials and maintain appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are delinquent.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the SEMA.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the SEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

Article XXXIII- Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by SEMA, you must request instructions from SEMA to make proper disposition of the equipment pursuant to 2 C.F.R. §200.313.

Article XXXIV - Prior Approval for Modification of Approved Budget

Before making any change to the SEMA approved budget for this award, you must request prior written approval from SEMA by requesting a Subaward Adjustment.

Article XXXV - Incorporation by Reference of Notice of Funding Opportunity

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained under the 2020 Notice of Funding Opportunity and the Missouri 2020 EMPG Program Manual.

Article XXXVI – Federal Leadership on Reducing Text Messaging while Driving

All 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 XXXVII – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients 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 XXXVIII – 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 statute, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXIX – Acceptance of Post Award Changes

In the event SEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients 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 XXXX – Universal Identifier and System of Award Management

Unless the recipient is exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of their information in the System for Award Management (SAM) until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

Article XXXXI – Other Specific Conditions

1. Sub-recipients are required to ensure that all EMPG funded personnel complete the following DHS/FEMA training courses within twelve (12) months of hire and record proof of completion, IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242 IS 244, IS 700, IS 800 and L-146 HSEEP*.
2. Sub-Recipients of 2020 EMPG funding are required to ensure that all EMPG funded personnel actively participate in two (2) exercises during the performance period with one (1) being Operations Based. Jurisdictions must identify planned quarterly activity to meet these requirements on the 2020 EMPG application and Status Reports. Failure to comply with this requirement could result in claim payments being held until the requirement is met.
3. Subrecipients are required to use WebGrants (<https://dpsgrants.dps.mo.gov/>) to submit Quarterly Status Reports and Claim Requests. Sub-recipients are encouraged to submit Claim Requests throughout the quarter to allow for more up-to-date tracking of grant progress and prevent reimbursement delays.

Status Reports and Claim Requests for each billing period are due to SEMA as follows:

- a. Quarter 1 (January 1 to March 31) and Quarter 2 (April 1 to June 30): Due July 15, 2020
 - b. Quarter 3 (July 1 to September 30): Due October 15, 2020
 - c. Quarter 4 (October 1 to December 31): Due January 15, 2021
 - d. Quarter 5 (January 1 to March 31): Due April 15, 2021
 - e. Quarter 6 (April 1 to June 30): Due July 31, 2021
4. Subrecipients must maintain an annual Training and Exercise Plan (TEP) and participate in Threat and Hazard Identification and Risk Assessment (THIRA) updates.
 5. Natalie Scrivner needs to complete the required FEMA courses IS100, IS200, IS700, IS800, IS230, IS235, IS240, IS241, IS242, and IS 244 within 12 months of hire which is 1/1/2021 and G191, G2200 and G2300 within 24 months of hire which is 1/1/2022.

*EMPG funded exercise officers and management personnel involved in the design and evaluation of exercises must complete L-146 HSEEP within 24 months of hire and record proof of completion.

ORDINANCE COVER SHEET

Bill No. 2020-23

Ordinance No.

**“AN ORDINANCE AUTHORIZING A CHANGE ORDER TO THE
AGREEMENT WITH EMERY SAPP AND SONS, INC. FOR ROAD WORK ON
STATE HIGHWAY D.”**

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on: _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

Bill No. 2020-23

Ordinance No.

**“AN ORDINANCE AUTHORIZING A CHANGE ORDER TO THE
AGREEMENT WITH EMERY SAPP AND SONS, INC. FOR ROAD WORK ON
STATE HIGHWAY D.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City does hereby approve and accept a change order to the existing agreement with Emery Sapp and Sons, Inc. for road work on State Highway D; with such change order terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The Mayor and City Clerk are hereby authorized and directed to enter into an agreement as described above for and on behalf of the City.

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

CHANGE ORDER

Sheet No. 01 of 03

Change Order No. 02
County Polk
Route State Highway D
Project STP-6701(806)
Job Number 20046

To Emery Sapp & Sons, Inc. Contractor
You are hereby directed to make the following changes from the contract.



1. Description and Reason for Change (Attach Supplemental Sheets if Required)
Quantities adjusted to match final field build quantities. All below adjusted at Unit Bid Prices.

2. Estimate of Cost of work Affected by this Change Order.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
	401-12.09	BITUMINOUS PAVEMENT MIXTURE, PG64-22 (BP-1)	305	334	29	\$ 124.00	\$ 3,596.00	
	401-30.00	BITUMINOUS PAVEMENT MIXTURE, PG64-22 (BASE)	1366	1433	67	\$ 80.00	\$ 5,360.00	
	620-00.18	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. YELLOW	111	96	(15)	27		\$ (405.00)
	622-10.01	COLDMILLING BITUMINOUS PAVEMENT FOR REMOVAL OF	115	169	54	\$ 22.00	\$ 1,188.00	
							\$ 10,144.00	\$ (405.00)

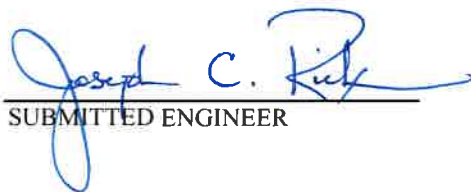
Sheet No. 02 of 03

3. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT		\$ 321,799.60	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN THIS ORDER	\$ 9,739.00		
3. OVERRUN PREVIOUS	\$ 13,876.50		
4. TOTAL OVERRUN TO DATE		\$ 23,615.50	CONTRACTOR
5. TOTAL		\$ 345,415.10	
6. PERCENTAGE OF ORIGINAL CONTRACT		7.339%	

DocuSigned by:

 22DB494CE54142B
 by: _____ 6/4/2020
 Date


 SUBMITTED ENGINEER

6-5-2020
 DATE

 APPROVAL PROJECT MANAGER

 DATE

Sheet No. 3 of 3

401-12.09	Bituminous Pavement Mixture, PG64-22 (BP-1)	This quantity is to correct the Base Bid amount. The quantity to fill the milled out centerline was omitted as well as one shoulder area was left out of the original quantity.
401-30.00	Bituminous Pavement Mixture, PG64-22 (BASE)	This quantity is to correct the Base Bid amount. The Base Bid quantity was calculated incorrectly in the original quantity.
620-00.18	Preformed Thermoplastic Pavement Marking, 24 IN. Yellow	This quantity is to correct to the measured amount placed in the field.
622-10.01	Coldmilling Bituminous Pavement For Removal of Surfacing (3 In or	This quantity was adjusted to match the amount needed in the field to remove the existing centerline striping.

ORDINANCE COVER SHEET

Bill No. 2020-24

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING POLICE DEPARTMENT FOR THE CITY
OF BOLIVAR, MISSOURI TO PARTICIPATE IN THE LAW ENFORCEMENT
SUPPORT OFFICE PROGRAM.”**

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

“AN ORDINANCE AUTHORIZING POLICE DEPARTMENT FOR THE CITY OF BOLIVAR, MISSOURI TO PARTICIPATE IN THE LAW ENFORCEMENT SUPPORT OFFICE PROGRAM.”

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City is hereby authorized to participate in the Law Enforcement Support Office (LESO) Program; with such program details as are attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The Mayor, City Clerk, and Police Chief are hereby authorized to take appropriate and necessary steps to enact said participation in the LESO as described above for and on behalf of the City.

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk



DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

* Indicates Required Fields

(This form is for State/Local Law Enforcement Agencies only)

SECTION 1:

*Originating Agency Identifier (ORI) Number (if applicable) MO0840100

*Agency Name: Bolivar Police Department

*Agency Physical Address: 211 W. Walnut

*City: Bolivar

*NCIC P.O. Box or address (if different than above i.e. Terminal Location): SAA

*Phone #: (417) 326-5298 *Fax #: (417) 326-6076

*State: MO *Zip Code: 65613 *Email: rbarron@bolivarpolice.org

Note: Email is needed for automated system notifications.

Agency **MUST** have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field **MUST** be filled in: N/A, 0 or - is acceptable.

*Full-time: 24 *Part-time: 0

RTD Screener - RTD Screeners must be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency **MUST** have at least 1 RTD Screener.

#1	Lieutenant	Roger	Barron
	*Official Title / Rank	*First Name	*Last Name
	rbarron@bolivarpolice.org	(417) 326-5298	Small Arms & Vehicle
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#2	Lieutenant	Zachary	Palmer
	*Official Title / Rank	*First Name	*Last Name
	zpalmer@bolivarpolice.org	(417) 326-5298	(Select) N/A
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#3	Lieutenant	Steve	VanTassell
	*Official Title / Rank	*First Name	*Last Name
	svantassell@bolivarpolice.org	(417) 326-5298	Small Arms & Vehicle
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#4		N/A	
	*Official Title / Rank	*First Name	*Last Name
			(Select)
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)

SECTION 2:**RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY**

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

- I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: 1. Chief Law Enforcement Official (CLEO) changes, 2. Agency physical address changes or 3. RTD Screener additions/deletions.

- *(Check only one): ☒ I am signing this document as the CLEO of this law enforcement agency.
- ☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide current department policy or Memorandum that provides such signature authority to the individual holding that official position.

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

Chief

Mark Webb

*TITLE

*PRINTED NAME: FIRST & LAST

mwebb@bolivar.mo.us

*EMAIL



3/20/20

*DATE

SECTION 3:**RESERVED FOR STATE COORDINATORS OFFICE USE ONLY**

As the State Coordinator/ State Point of Contact it has been determined that the agency meets the definition of a "Law Enforcement Agency/Activity" as described in section 2. I certify that all information contained in this application is valid and accurate.

Logan Hitt

*PRINTED NAME FIRST & LAST



*SIGNATURE

4/1/2020

*DATE

SECTION 4:**RESERVED FOR LESO USE ONLY**

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC: 2YTBCX

*LESO Authorized Signatory: FOLTIN,STEVEN.GLENN.13
62209559

Digitally signed by
FOLTIN,STEVEN.GLENN.1362209559
Date: 2020.04.03 07:12:11 -04'00'

*SIGNATURE

*Screener letter is valid one year from this date: 4/3/2020

Note: Once this screener letter has expired, agency can request a new screener letter (LESO AUTHORIZATION SCREENER LETTER, v.MARCH 2018) only through their SC/SPOC.

LESO Notes: Verified application came from SC office

March 2020

**MISSOURI DEPARTMENT OF PUBLIC SAFETY
LESO PROGRAM APPLICATION
CONTACT INFORMATION**

Instructions: Please complete all fields. Enter N/A if the requested information does not apply.

Law Enforcement Agency (LEA) Information			
LEA ORI Number	MO0840100		
LESO DoDAAC (Example: 2YTXXX)	2YTBCX		
LEA Name	Bolivar Police Department		
PO Box Address (If applicable; if not applicable, enter N/A)	N/A		
Physical Street Address (No PO Boxes)	211 W. Walnut		
NCIC Terminal Address (Address associated with LEA's ORI Number)	SAA		
City	Bolivar		
Zip Code	65613		
County	Polk		
General Agency Email (If the LEA doesn't have a general email, enter the email of a primary contact that will monitor emails)	rbarron@bolivarpolice.org		
Agency Main Telephone Number	(417) 326-5298		
Agency Main Fax Number	(417) 326-6076		
# Full-Time Sworn Officers (Include any vacant, budgeted positions)	24		
# Part-Time Sworn Officers (Include any vacant, budgeted positions)	0		
# Reserve Sworn Officers (Include any vacant, budgeted positions)	0		
<i>NOTE: Only compensated, full-time and part-time law enforcement officers are authorized to receive (use) LESO Program property.</i>			
Chief Law Enforcement Official (CLEO) Information (e.g. Chief, Sheriff, Director, Colonel, Marshal of the LEA)			
Title/Rank	Chief		
Name (First and Last Name)	Mark Webb		
Office Phone Number	(417) 326-5298	Ext. (If applicable)	
Cell Phone Number	(417) 298-7159		
Email Address	mwebb@bolivar.mo.us		
Local Governing Executive Official (LGEO) Information (e.g. Mayor, City Administrator, County Executive, County Commissioner, Director of the unit of government)			
Job Title	City Administrator		
Name (First and Last Name)	Tracy Slagle		
Office Phone Number	(417) 326-2489	Ext. (If applicable)	
Email Address	tslagle@bolivar.mo.us		

March 2020

Authorized Property Screeners			
Authorized property screeners are those persons that will have approval to access, request, and acquire property through the LESO Program on behalf of the LEA. Each LEA must have a minimum of two (2) screeners [unless the LEA only has one (1) employee.]			
Property Accountability Officer (Main Point of Contact/Screeners #1)			
Must be a full-time, compensated sworn officer of the law enforcement department.			
Title/Rank	Lieutenant		
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Donald (Don), Elizabeth (Liz), or Timothy (Tim)]	Roger		
Last Name (as indicated on driver's license)	Barron		
Office Phone Number	(417) 326-5298	Ext. (If applicable)	
Cell Phone Number	(417) 298-0362		
Email Address	rbarron@bolivarpolice.org		
Select if the individual is also a POC for a special commodity item(s):		Small Arms & Vehicle	
Screeners #2			
Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department.			
Title/Rank	Lieutenant		
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Donald (Don), Elizabeth (Liz), or Timothy (Tim)]	Zachary		
Last Name (as indicated on driver's license)	Palmer		
Office Phone Number	(417) 326-5298	Ext. (If applicable)	
Cell Phone Number	(417) 298-5023		
Email Address	zpalmer@bolivarpolice.org		
Select if the individual is also a POC for a special commodity item(s):		(Select) N/A	
Screeners #3			
Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department. (Enter N/A in each text field of this section if not identifying a third screener.)			
Title/Rank	Lieutenant		
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Donald (Don), Elizabeth (Liz), or Timothy (Tim)]	Steve		
Last Name (as indicated on driver's license)	VanTassell		
Office Phone Number	(417) 326-5298	Ext. (If applicable)	
Cell Phone Number	(417) 399-9429		
Email Address	svantassell@bolivarpolice.org		
Select if the individual is also a POC for a special commodity item(s):		Small Arms & Vehicle	
Screeners #4			
Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department. (Enter N/A in each text field of this section if not identifying a fourth screener.)			
Title/Rank			
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Donald (Don), Elizabeth (Liz), or Timothy (Tim)]	N/A		
Last Name (as indicated on driver's license)	N/A		
Office Phone Number		Ext. (If applicable)	
Cell Phone Number			
Email Address			
Select if the individual is also a POC for a special commodity item(s):		(Select)	

STATE PLAN OF OPERATION

BETWEEN THE

STATE OF MISSOURI

AND THE

Bolivar Police Department

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Missouri – Department of Public Safety and the above mentioned LEA, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DoD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

In addition, the Missouri Department of Public Safety has adopted a “Missouri LESO Program Policies and Procedures Manual” by which all Missouri law enforcement agencies shall read and agree to follow in order to participate in the Missouri LESO Program. The “Missouri LESO Program Policies and Procedures Manual” is available online at <https://dps.mo.gov/dir/programs/cjle/dod.plip>. Any updates to the “Missouri LESO Program Policies and Procedures Manual” will be posted online and all participating law enforcement agencies will be notified, by email, of the release of an updated version.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The Secretary of Defense has delegated authority for management of this program to the Defense Logistics Agency (DLA). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and Local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the Law Enforcement Support Office (LESO) Program and commonly referred to as the “LESO Program” (formally known as the “1033 Program”) and is administered by DLA Disposition Services, LESO.

Within Missouri, the Department of Public Safety (DPS) is the Governor-appointed agency to administer the Missouri LESO Program. Specifically within the Department of Public

Safety, the State Coordinator is the Program Manager of the Criminal Justice/Law Enforcement (CJ/LE) Unit. Once appointed, the CJ/LE Program Manager may choose to name and delegate all or a portion of his/her authority to an authorized State Point of Contact(s).

III. GENERAL TERMS AND CONDITIONS

A. Operational Authority

The Governor of the State of Missouri has designated in writing, with an effective date of July 1993, to implement the LESO Program statewide as well as conduct management and oversight of the LESO Program. Funding / Budgeting to administer the LESO Program is provided by the Edward Byrne Memorial Justice Assistance Grant (JAG).

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Missouri can be found online at <https://dps.mo.gov/dir/programs/cjle/dod.php>.

The facility / physical location, contact information, and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program, can be found online at <https://dps.mo.gov/dir/programs/cjle/dod.php>.

- B. All property is transferred and recipient LEA agrees to accept property on an as-is, where-is basis. The DLA has final authority to determine the type, quantity, and allocation of excess DoD personal property suitable for law enforcement activities.
- C. This agreement creates no entitlement to the State/Territory or LEA to receive excess DoD personal property. DLA retains the right to recall any LESO Program property during the period that it is conditionally transferred.
- D. The LEA understands that property made available under this agreement is for the use of authorized program participants only. Authorized participants who receive property from the LESO Program will not loan, donate, or otherwise provide property to other groups or entities that are not otherwise authorized to participate in the LESO Program. Authorized participating agencies may, with prior approval from the State/Territory, on a temporary basis, conditionally loan property to another participating agency as their mission requires, utilizing an Equipment Custody Receipt (ECR). (A sample ECR can be found online at <https://dps.mo.gov/dir/programs/cjle/dod.php>.) Property temporarily loaned will be returned to the LEA responsible for the accountability. All requests for property will be based on bona fide law enforcement requirements.
- E. Controlled property (equipment) includes any property that has a Demilitarization (DEMIL) Code of "B", "C", "D", "E", "F", "G", and "Q3".

To receive such property, on an annual basis the LEA shall certify (Ref: 10 U.S. Code § 2576a):

- 1) That it has obtained the authorization of the relevant local governing body authority (e.g. city council, mayor, county executive, county commissioner, state department director, etc.) to participate in the LESO Program.
 - 2) That it has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
 - 3) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.
- F. The LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft.
- G. Upon approval of written requests, cannibalization may be performed by the LEA on approved aircraft, MRAPs/armored vehicles, and High Mobility Multipurpose Wheeled Vehicles (HMMWVs)/Up-Armored HMMWVs. Requests will be submitted in writing to the State/Territory and are subject to approval by the State/Territory and the LESO. The cannibalized end item must be returned to DLA Disposition Services within the allotted timeframes determined by the LESO.
- H. The LESO conditionally transfers all excess DoD property to States/Territories/LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the DoD in perpetuity and will not be relinquished to the State/Territory/LEA. When the State/Territory/LEA no longer has a legitimate law enforcement use for controlled property, the LEA must notify the State/Territory and the State/Territory will in turn notify the LESO. The controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the DLA at any time.
- I. Property with a DEMIL Code of "A" and "Q" with an Integrity Code of "6" (Q6) is also conditionally transferred to the State/Territory/LEA, yet controlled for one (1) year from the ship date. However, after one (1) year from the ship date, the DLA will relinquish ownership and title to the State/Territory/LEA. Prior to this date, the State/Territory/LEA remains responsible for the accountability and physical control of the item(s), and the LESO Program retains the right to recall the property.
- 1) Property with DEMIL Codes of "A" and "Q6" will be placed in a closed status on the LEA's LESO Program inventory upon meeting the one year mark.
 - 2) Once closed, the DEMIL "A" and "Q6" property is no longer subject to the annual inventory requirements and will not be inventoried during a LESO

Program Compliance Review (PCR).

- 3) Ownership and title of DEMIL "A" and "Q6" items that have been closed will pass from the DoD to the LEA one year from the ship date, without issuance of any further documentation.
 - 4) LEAs receive title and ownership of DEMIL "A" and "Q6" items as governmental entities. Title and ownership of DEMIL "A" and "Q6" property does not pass from DoD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained by the LEA and ultimately disposed of by the LEA in accordance with provisions in State/Territory and Local laws that govern public property. Sales or gifting of DEMIL "A" and "Q6" property after one year from the ship date in a manner inconsistent with State/Territory or Local law may constitute grounds to deny future participation in the LESO Program.
 - 5) An SF 97 form will be provided upon physical transfer for DEMIL "A" and "Q6" vehicles. LEAs are authorized to make upgrades to vehicles during the one (1) year conditional period. Full title to DEMIL "A" and "Q6" property, including vehicles, will vest in the LEA after one (1) year, if all other requirements of this SPO have been met. After the one (1) year period DEMIL "A" and "Q6" items may be transferred, cannibalized for usable parts, sold, donated, or scrapped.
- J. LEAs are not authorized to transfer any property on their inventory (e.g. property not in a closed status) without State/Territory and LESO notification and approval. Property will not physically move until the LESO approval process is complete.
- K. Certain controlled equipment will have a documented chain of custody (i.e. Equipment Custody Receipt [ECR] or equivalent), including a signature of the recipient officer/deputy. (A sample ECR can be found online at <https://dps.mo.gov/dir/programs/cjlc/dod.php>.) Controlled equipment requiring a chain of custody includes: small arms, aircraft, high profile vehicles, optics, robots, and small arm's parts/accessories. It is encouraged to utilize ECRs for all controlled equipment, particularly controlled property issued/assigned to an officer/deputy. Regarding ECRs during a LESO Program Compliance Review (PCR), see section VI, A, 4.
- L. Sale or transfer of DEMIL Codes "A" or "Q6" property after the one (1) year conditional holding and utilization period to non-LEA participants will be executed in compliance with U.S. Export Control Regulations.
- 1) Excess personal property may be export-controlled, regardless of the assigned DEMIL Code and regardless of the Department or Agency that donates the property.
 - 2) DEMIL Codes are not a substitute for export controls. They do not provide information on the export control requirements for an item.

- 3) The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130).
- a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
 - b) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. Export Control Laws and Regulations.
 - c) Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmddtc.state.gov/index.html>.
 - d) Tips:
 - i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: [https://cj.pmddtc.state.gov/cj/docs/CJ-DS4076 Instructions.pdf](https://cj.pmddtc.state.gov/cj/docs/CJ-DS4076%20Instructions.pdf)
 - ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: <https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines>.
 - iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>) and the transfer/sale complies with the EAR, including 15 CFR Part 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file>.
- 4) The Transferee must notify all subsequent purchasers or Transferees in writing, of their responsibility to comply with U.S. Export Control Laws and Regulations.

- 5) *Definition.* "Export-controlled items," as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
- a) "Items," defined in the EAR 15 CFR 772.1. as "commodities", "software", and "technology."
 - b) "Defense Articles, Defense Services, and related Technical Data" defined in the ITAR, 22 CFR Part 120.

IV. ENROLLMENT

- A. An LEA will have at least one compensated full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only compensated full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property. ("Compensated" is defined as being paid an hourly or annual salary at a rate no less than the current hourly state minimum wage.) State law enforcement training facilities/academies may be authorized to participate in the LESO Program given the primary function is the training of bona fide State/Territory and Local law enforcement officers. Law Enforcement training facilities/academies will be reviewed and approved for participation on a case-by-case basis via concurrence of DLA Disposition Services, DLA General Counsel, and DLA J349.
- B. Unauthorized Participants: Nongovernmental law enforcement entities such as private railroad police, private security, private academies, correctional departments and prisons, or security police at private schools or colleges. Fire departments, by definition, are ineligible for the LESO Program. LESO Program property may not be requested nor received for unauthorized participants.
- C. The State/Territory shall:
 - 1) Establish and implement the LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals regarding the LESO Program, the DLA/State Memorandum of Agreement (DLA/State MOA), and this SPO.
 - 2) Receive and process applications for participation from eligible LEAs within their State/Territory.
 - 3) Collect originating agency identifier code for all new, reactivation (whether voluntary separation or termination), and otherwise suspicious applications. Originating agency identifier will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of Investigation's National Crime Information Center database.

- 4) Ensure only authorized "LESO Program Applications" are submitted to LESO for approval. Applications are required by the LESO Standard Operating Procedures (SOP) and the "Missouri LESO Program Policies and Procedures Manual" to be submitted within thirty (30) days of the Chief Law Enforcement Official's, Local Governing Executive Official's, and the State/Territory's approved signature and date.
- 5) Validate the authenticity of the LEAs within their State/Territory that are applying for participation. If the State/Territory forwards an unauthorized participant application, this may result in a formal suspension of the State/Territory.
- 6) Determine the qualifications of a compensated full-time law enforcement officer.
- 7) Have sole discretion to disapprove LEA applications on behalf of the Governor of their State/Territory. The LESO should be notified of any applications disapproved at the State/Territory level. The State/Territory will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State/Territory, and Local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval/disapproval authority for all LEA applications forwarded by the States/Territories.
- 8) Ensure LEAs enrolled in the LESO Program update the LEA's account information annually, or as needed. This may require the LEA to submit an updated "LESO Program Application". Updated applications are required to be submitted within thirty (30) days of the change for, but not limited to, the following reasons: change in law enforcement agency name; change in law enforcement agency physical address or other agency information; change in number of compensated full-time or part-time officers; addition, deletion, or other change in property screener and/or Armored Vehicle, Small Arm, or Aircraft Point of Contact; change in Local Governing Executive Official (e.g. Mayor, City Administrator, County Executive, County Commissioner, State Department Director); change in Chief Executive Enforcement Official (e.g. Chief, Sheriff, Director, Colonel, Marshal); or release of a new version of this SPO.
- 9) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview will be done within thirty (30) days of an LEA receiving the LESO's approval to participate.
- 10) Ensure that screeners of property are employees of the LEA. A screener may only screen property for two Law Enforcement Agencies. Contractors may not conduct screening on behalf of the LEA.
- 11) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS), or current property

accounting system. Account holders will be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals regarding the LESO Program, the DLA/State MOA, and this SPO, each State/Territory is required to conduct an annual physical inventory certification of all property on the inventory. Effective in 2020, annual inventories start on July 1 of each year and end September 30 of each year.

- 1) DEMIL "A" and "Q6" property records will not be closed during the annual inventory.

B. The State/Territory shall:

- 1) Receive and validate incoming certified inventories and reconcile inventories from the LEAs.
- 2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all aircraft, armored vehicles, small arms, and other unique items, as required.
- 3) Certify the annual inventory no later than September 30 of each year as required for continued participation in the LESO Program.
- 4) Suspend a LEA as a result of the LEA's failure to properly submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete and certify the annual physical inventory, as applicable, no later than August 31 of each year as required for continued participation in the program.
- 2) Adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.
 - a) The State requires each LEA to submit certified inventories for their agency by August 31 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory DLA LESO Program property in their possession and submit their certified inventories to the Missouri LESO Program.
 - b) In addition to the certified inventories, the LESO requires photographs for all High-Profile property identified as aircraft, armored vehicles, small arms, and other unique items as required, received through the LESO Program.

- i. The LESO requires a side and data plate photo for aircraft and vehicles that are serial number controlled, received through the LESO Program.
- ii. The LESO requires serial number photos for each small arm received through the LESO Program.
- c) LEAs that fail to submit the certified annual inventory by August 31 will be suspended from operations within the LESO Program. When a LEA is suspended, a Corrective Action Plan (CAP) will need to be submitted to the State and LESO identifying all actions taken to correct the deficiencies. Further failure to submit the certified annual inventory by September 30 will result in a LEA's termination from the LESO Program.
- 3) Be aware that High-Profile commodities (aircraft, armored vehicles and small arms) and other property may be subject to additional controls.
- 4) Ensure that an approved current SPO is uploaded in FEPMIS.

VI. PROGRAM COMPLIANCE REVIEWS

- A. The LESO conducts a Program Compliance Review (PCR) for each State/Territory that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/Territory. LESO PCRs are performed in order to ensure that State Coordinators, State Point of Contacts (SPOCs), and all LEAs within a State/Territory are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instruction and Manuals regarding the LESO Program, the DLA/State MOA, and this SPO.
 - 1) If a State/Territory and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State/Territory.
 - 2) If a State/Territory and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State/Territory and/or LEA.
 - 3) States/Territories and/or LEAs which fail a PCR will be suspended for a minimum of sixty (60) days and will not be reinstated until DLA conducts a re-inspection on the State/Territory and the State/Territory and/or LEA successfully passes the inspection.
 - 4) During a LESO PCR, it is LESO's intent to physically inventory 100% of

property selected for review at each LEA. The use of ECRs in lieu of physical inspection is discouraged during PCRs.

B. The State/Territory shall:

- 1) Support the LESO PCR process by:
 - a) Coordinating and forwarding the completed PCR daily events schedule to the selected LEAs to be reviewed.
 - b) Contacting LEAs selected for review via phone and email to ensure they are aware of the PCR schedule and prepared for review.
 - c) Receiving inventory selections from the LESO and forwarding them to the selected LEAs.
 - d) Ensuring the LEA Points of Contact (POCs) gather the selected items in a central location to ensure the LESO can efficiently inventory the items.
 - e) Providing additional assistance to the LESO as required, prior to, during, and upon completion of the PCR.
- 2) Conduct internal Agency Compliance Reviews (ACRs) of LEAs participating in the LESO Program in order to ensure accountability, program compliance, and program eligibility and to validate annual inventory submissions are accurate. The State/Territory will ensure an internal ACR of at least 5% of LEAs that have a property book from the LESO Program within his/her State/Territory is completed annually, between October 1 and September 30. Results of internal ACRs will be kept on-file at the Missouri LESO Program office.
 - a) The internal PCR will include, at minimum:
 - i. A review of the SPO signed by both parties, ensuring that the SPO is uploaded into the Station Management Utility within FEPMIS.
 - ii. A review of the LEA's application/screener letter.
 - iii. A physical inventory of DLA LESO Program property selected for review at each LEA.
 - iv. A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), or other pertinent documentation as required.

- v. A review and confirmation of authenticity and eligibility of the LEA.
- b) For uniformity purposes, the State/Territory shall utilize a PCR checklist provided by the LESO, or equivalent.
- c) In cases that require a repossession or turn-in of property, the LEA will bear all expenses related to the repossession and/or turn-in/transfer of DLA LESO Program property to the appropriate DLA Disposition Services site.

VII. REPORTING REQUIREMENTS FOR LOST, STOLEN, OR DESTROYED DLA LESO PROGRAM PROPERTY

- A. All LESO Program property Lost, Stolen, or Destroyed (LSD), carried on a LEA's current inventory, must be reported to the LESO.
 - 1) LSD controlled property must be reported to the LESO by the Missouri LESO Program staff within twenty-four (24) hours of determining LESO Program property has been LSD. The LEA will be required to provide the following to the Missouri LESO Program staff within the twenty-four (24) hour period stated:
 - a) A comprehensive police report;
 - b) A National Crime Information Center (NCIC) report/entry, as applicable, for serial numbered property items; and
 - c) A Corrective Action Plan (CAP).
 - 2) The State/Territory will provide the contact information for the Civilian Governing Body over the LEA involved, to include: Title, Name, Email, and Mailing Address.
 - 3) LSD property with a DEMIL Code of "A" and "Q6" must be reported to the LESO by the Missouri LESO Program staff within seven (7) days of determining LESO Program property has been LSD. The LEA will be required to provide the following to the Missouri LESO Program staff within the seven (7) day period stated:
 - a) A comprehensive police report;
 - b) A National Crime Information Center (NCIC) report/entry, as applicable, for serial numbered property items; and
 - c) A Corrective Action Plan (CAP).

- 4) All LEAs participating in the LESO Program will agree to cooperate with investigations into LSD by the DLA OIG and/or the Missouri LESO Program staff.
 - 5) A DD 200 Form, Financial Liability Investigation for Property Loss (FLIPL) will be required to be submitted to the LESO, following the initial reporting requirements detailed above, for all unaccounted for property.
- B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

VIII. AIRCRAFT AND SMALL ARMS

- A. All aircraft are considered controlled property, regardless of DEMIL Code. The SPO will ensure that all LEAs and all subsequent users are aware of, and agree to provide, all required controls and documentation in accordance with applicable laws and regulations for these items.
- B. LEAs no longer requiring aircraft and/or small arms issued through the LESO Program will request authorization to transfer or turn-in such aircraft or small arms. Transfers and turn-ins will be forwarded and endorsed by the State/Territory, and approved by the LESO. Aircraft and/or small arms will not physically move until the LESO and the Missouri LESO Program staff provides official notification that the approval process is complete.
- C. A control system shall be in effect to ensure adequate safeguards to prevent loss, theft, or damage to LESO property.
 - 1) Aircraft should be parked in a properly lit, monitored, and/or secured facility or lot (a location not accessible to the general public).
 - 2) Small arms issued to law enforcement officers should be secured at all times by the law enforcement officer. Law enforcement officers should never store LESO Program property, including small arms, in their vehicle while the officer is off-duty. LESO small arms not carried on an officer's person or in the officer's immediate physical vicinity must be secured using two levels of security. Two levels of security means two distinct lockable barriers, each specifically designed to render a weapon inaccessible and unusable to unauthorized persons (e.g. a locked door could be one level and a locked safe, drawer, room, container/box, or rack could be a second level). Lockable barriers meeting this description may be either manual or electronic.
- D. When returning small arms to Anniston Army Depot, LEAs are required to:
 - 1) Provide the 1348-1A turn in document that has been approved through the LESO.

- 2) Provide an appointment letter signed by the CLEO, or their designee, appointing the certifier and verifier to that position (found on the LESO website).
 - 3) Provide the inert certificate that has been signed by a qualified certifier and verifier.
 - 4) Insert a flag safety or chamber flag into the chamber for visual verification that the small arm is clear of ammunition.
 - 5) The aforementioned documentation will be placed in a packing slip affixed to the outside of the shipping container. A duplicate set of documents will be placed inside the shipping container.
- E. Small arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer/deputy indicating that he/she has received the appropriate small arm(s) with the correct, specified serial number(s). Small arms that are issued to an officer/deputy will be issued utilizing an Equipment Custody Receipt (ECR); this Equipment Custody Receipt obtains the signature of the officer/deputy responsible for the small arm. (A sample ECR can be found online at <https://dps.mo.gov/dir/programs/cjlc/dod.php>.)
- F. Modifications to small arms are authorized. All parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposal. If the modified small arm is transferred to another LEA, all parts must accompany the small arm to the receiving LEA.
- G. Weapon Accountability. Law enforcement agencies that have multiple instances of a missing, lost, or stolen LESO Program small arm within a five (5) year window will be assessed by DLA Disposition Services to determine if a systemic problem exists.
- 1) First Instance of loss/theft: Will result in a sixty (60) day minimum suspension.
 - 2) Second Instance of loss/theft: Will result in a one hundred and eighty (180) day minimum suspension.
 - 3) Third Instance of loss/theft: Will result in a two hundred and forty (240) day minimum suspension. DLA Disposition Services will submit a formal assessment presenting all the facts of the instances of loss, relevant data, and evidence as to whether a systemic problem exists to DLA J34 for review and coordination. DLA Disposition Services will recommend potential disciplinary actions, which could include recalling the agency's loaned small arms or termination from the Program.
- H. DLA OIG investigations may be initiated when small arms are improperly disposed of or become lost, stolen, or otherwise destroyed while maintained in the LESO Program inventory. Law enforcement agencies may be required to reimburse DLA the fair market

value of the small arm when negligence or willful conduct is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL) investigation. Reimbursement will be within sixty (60) days of the completion of the FLIPL investigation.

- 1) Title will never transfer to the recipient regardless of the status of the small arm.
 - 2) Payments due to the DLA Disposition Services, based upon the findings of the FLIPL investigation, may be paid by one of the following three methods:
 - a) Credit card payments via pay.gov
 - b) Cashier/business checks
 - c) Wire transfers
- I. Aircraft and small arms will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and will be returned to the DLA Disposition Services at the end of their useful life.

IX. RECORDS MANAGEMENT

- A. The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. However, the Missouri Department of Public Safety and LEAs within the State of Missouri must maintain all records in accordance with the Missouri Secretary of State's Agency Records Disposition Schedule. Records for property acquired through the LESO Program have retention controls based on the DEMIL Codes. All documents concerning property record will be retained.
- 1) LESO Program Applications, LEA Applications to Participate, or records of similar purpose to enroll in the LESO Program will be retained for three (3) state fiscal years, starting from the end of the state fiscal year in which a more current application was submitted. (The state fiscal year is defined as July 1 through June 30.)
 - 2) Property records for items with DEMIL Codes of "A" and "Q6" will be retained for two (2) state fiscal years, starting from the end of the state fiscal year in which the property is removed from the LEA's property book before being destroyed. (The state fiscal year is defined as July 1 through June 30.)
 - 3) Property records for controlled property will be retained for five (5) state fiscal years, starting from the end of the state fiscal year in which the property is removed from the LEA's property book before being destroyed. (The state fiscal year is defined as July 1 through June 30.)
 - 4) Environmental Property records will be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
 - 5) LESO Program files will be segregated from all other records.

- 6) All property records will be filed, retained, and destroyed in accordance with the Missouri Secretary of State's Agency Records Disposition Schedule. These records include, but are not limited to, the following: DD Form 1348-1A for approved requests for transfers, turn-ins, requisitions, and any other pertinent documentation and/or records associated with the LESO Program (i.e. approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1).

X. LESO PROGRAM ANNUAL TRAINING

- A. 10 USC § 280 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State/Territory (including law enforcement personnel of the political subdivisions of each State/Territory). The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.
- B. The State/Territory shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.
- C. The State/Territory shall ensure at least one representative (i.e. the State Coordinator or State Point of Contact) attend the annual training that LESO conducts.

XI. PROPERTY ALLOCATION

- A. The State/Territory shall:
 - 1) Upon receipt of a valid LEA request for property through the DLA Disposition Services RTD Website, give a preference to those requisitions indicating that the transferred property will be used in the counter-drug/counter-terrorism or border security activities of the recipient LEA. Additionally, to the greatest extent possible, the State/Territory will ensure fair and equitable distribution of property based the LEA's current inventory and the LEA's justifications for property.
 - 2) The State/Territory and the LESO reserves the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated. Quantity exceptions may be granted on a case-by-case basis by the LESO based on the justification provided by the LEA. Currently, the following allocation limits apply:
 - a) Small Arms: one (1) of each type for every qualified officer, full-time/part-time;
 - b) HMMWVs/Up-Armored HMMWVs: one (1) vehicle for every three (3)

officers;

c) MRAPs/Armored Vehicles: two (2) vehicles per LEA; and

d) Robots: one (1) of each type for every twenty five (25) officers.

3) Additional justification may be required for small arms and MRAPs/armored vehicles. The LESO reserves final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DoD property.

B. Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday - Friday) to review/process LEAs' requests for excess DoD property.

C. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DoD property via the DLA Disposition Services RTD Website.
- 2) Access the LESO website and the Missouri Department of Public Safety LESO website for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is reviewed.
- 3) When requesting property for counter-drug/counter-terrorism or border security activities, provide a justification that specifies that the property will be used for such activities.
- 4) Maintain access to FEPMIS to ensure the LEA is properly maintaining their property books, to include, but not limited to, transfers, turn-ins, and disposal requests.

a) FEPMIS account holders must be employees of the LEA.

XII. PROGRAM SUSPENSION & TERMINATION

A. The State/Territory/LEA is required to abide by the terms and conditions of the DLA/State MOA and this SPO in order to maintain active status.

B. If a State Coordinator or LEA fails to comply with any terms of the DLA/State MOA, Federal statute or regulation, or this SPO, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the LESO Program. All suspension or termination notifications will be in writing and will identify remedial measures required for reinstatement, if applicable.

- 1) Suspension: A specified period of time in which an entire State/Territory or identified LEA(s) is prohibited from requesting and receiving additional property through the LESO Program. Additional requirements for remedial action may

also be placed on suspended activities, to include return of all or specifically identified controlled property. Suspensions will be for a minimum of sixty (60) days.

- 2) Termination: Removal of a LEA or State/Territory from participating in the LESO Program. The State/Territory and/or identified LEAs will transfer or turn-in all controlled property previously received through the LESO Program at the expense of the LEAs.
- 3) Restricted Status: A specified period of time in which a State/Territory or LEA is restricted from receiving an item or commodity due to isolated issues with the identified commodity. Restricted status may also include restricting an agency from all controlled property. Restricted status is commonly used for agencies that have active consent decrees from the Department of Justice.

C. The State/Territory shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of DLA LESO Program property or requirements and/or repeated failure to meet the terms and conditions of this SPO. Suspension may lead to termination.
- 2) Coordinate with the LESO, who will have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) Issue corrective action guidance in coordination with LESO and the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property to include the LEA's CAP.
- 5) Suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any terms of the DLA/State MOA, the DLA Instruction and Manuals regarding the LESO Program, any Federal statute or regulation, or this SPO.
- 6) In the event of a LEA termination, make every attempt to transfer the DLA LESO Program property of the terminated LEA to an authorized State/Territory or LEA, as applicable, prior to requesting a turn-in of the property to the appropriate DLA Disposition Services location.
 - a) In cases relating to a LEA termination, the LEA will have thirty (30) days to complete the transfer or turn-in of all DLA LESO Program property in their possession, unless circumstances out of the control of the LEA

prevent such transfer or turn-in within the stated thirty (30) days.

- 7) Notify the LESO and initiate an investigation into any questionable activity or action involving DLA LESO Program property issued to an LEA that comes to the attention of the State/Territory, and is otherwise within the authority of the Governor/State/Territory to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. States/Territories, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time and for any reason.
- 8) Request that the LESO suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any term of the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, the DLA/State MOA, or this SPO.
- 9) Implement State level LEA suspensions and notify the LESO if a LEA fails to comply with any term of the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, the DLA/State MOA, or this SPO.
- 10) Initiate corrective action to rectify suspensions and/or terminations placed upon the State/Territory for failure to meet the terms and conditions of the LESO Program.
- 11) Make contact (until resolved) with suspended LEA(s) within the State/Territory to ensure corrective actions are rectified by the timeframe provided by the LESO.
- 12) Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property. The State/Territory must submit all documentation to the LESO upon receipt.
- 13) Provide documentation to the LESO when actionable items are rectified for the State/Territory and/or LEA(s).
- 14) Provide a written request to the LESO for reinstatement of a LEA via the State Coordinator or SPOC(s) for full participation status at the conclusion of a suspension period.
- 15) Provide a written request to the LESO for reinstatement of the State/Territory via the Governor for full participation status at the conclusion of a suspension period.

D. The LEA shall:

- 1) In the event of the LEA termination, make every attempt to transfer the DLA LESO Program property to an authorized participating LEA, as applicable, prior to requesting a turn-in of the property to the approved DLA Disposition Services

location.

- a) In cases of a State/Territory termination, the State/Territory will have one hundred and twenty (120) days to complete the transfer or turn-in of all DLA LESO Program property in their State/Territory.
- b) In cases relating to an LEA termination, the LEA will have thirty (30) days to complete the transfer or turn-in of all DLA LESO Program property in their possession, unless circumstances out of the control of the LEA prevent such transfer or turn-in within the stated thirty (30) days.

XIII. AMMUNITION

A. DLA in support of the United States Army will aid in allocating ammunition to LEAs.

- 1) U.S. Army will issue approved transfers directly to the LEA. LEAs are responsible for funding all costs associated with the packing and shipping of ammunition and will make reimbursements directly to the U.S. Army.
- 2) All ammunition obtained via the Law Enforcement Support Program will be for training purposes only. At the time of request, LEAs will certify in writing that the ammunition will be used for training purposes only. Ammunition will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained through the Program shall not be sold.
- 3) Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during compliance reviews.
- 4) DLA Disposition Services will track and preserve necessary records of ammunition transferred to a LEA and will post all agency requests, approvals, and denials on the public webpage.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program are the sole responsibility of the LEA.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E- mail, the United States Postal Service, express service, or facsimile to the appropriate DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of the DLA/State MOA or this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate

action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

- A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State/Territory pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:
- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
 - 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
 - 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93- 112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.
- B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State/Territory and the DOD and between the State/Territory and the LEA.

XVII. INDEMNIFICATION CLAUSE

- A. The State/Territory/LEA is required, at a minimum, to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO Program. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO Program. It is recognized that State and Local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions. However, to the extent permitted by State and Local laws, the State/Territory/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/Territory/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/Territory/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

- B. LEAs are not required to maintain full coverage insurance on controlled property, aircraft or other items with special handling requirements that remain titled to DoD. However, LEAs must be advised that if they elect to carry insurance and the insured property is on the LESO inventory at the time of loss, damage, or destruction, the recipient must submit a check made payable to DLA for any insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

XVIII. TERMINATION

- A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.
- B. The undersigned Chief Law Enforcement Official, Local Governing Executive Official, and State Coordinator (or State Point of Contact, by designee of the State Coordinator) hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.
- XIX. IN WITNESS THEREOF**, the parties hereto have executed this agreement as of the last date written below.

Mark Webb

Type / Print Chief Law Enforcement Official Name


Chief Law Enforcement Official Signature

03-18-2020
Date (MM/DD/YYYY)

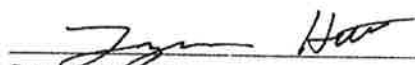
Tracy Slagle

Type / Print Local Governing Executive Official Name


Local Governing Executive Official Signature

3-19-2020
Date (MM/DD/YYYY)

Logan Hitt
Type / Print State Coordinator (or designee) Name


State Coordinator (or designee) Signature

4/1/2020
Date (MM/DD/YYYY)

ORDINANCE COVER SHEET

Bill No. 2020-25

Ordinance No.

**“AN ORDINANCE APPROVING FINAL PLAT OF
FRISCO TRAILS SUBDIVISION.”**

Filed for public inspection on .

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on: _____.

_____ Aye; _____ Nay; _____ Abstain; _____ Absent

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

**“AN ORDINANCE APPROVING FINAL PLAT OF
FRISCO VILLAGE SUBDIVISION.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: In accordance with the recommendation of the Planning and Zoning Commission of the City of Bolivar, and after public hearing held on June 18, 2020 by the said Planning and Zoning Commission, the Final Plat of Frisco Trails Subdivision, a proposed subdivision in Bolivar, Polk County, Missouri, is hereby approved.

Section II: The Zoning Administrator is hereby authorized and directed to obtain all necessary signatures and to allow recording of the Final Plat with the Polk County, Missouri Recorder’s Office.

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

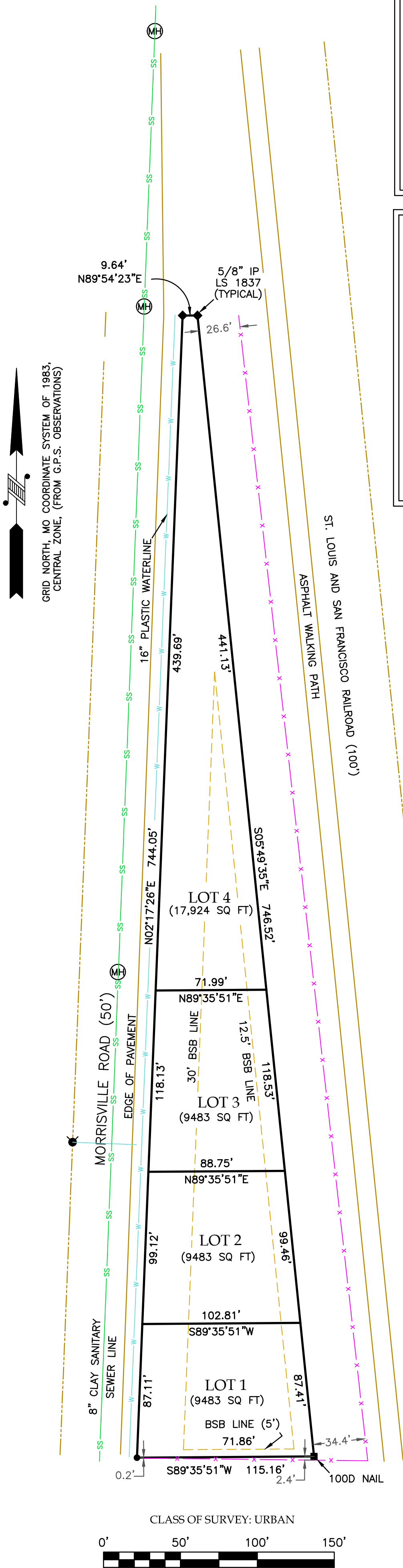
CERTIFICATION

I, Paula Henderson, do hereby certify that I am the duly appointed City Clerk for the City of Bolivar, Missouri; that the foregoing Ordinance No. ____ was adopted by the Board or Aldermen and thereafter approved by the Mayor and became effective on _____ and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

Paula Henderson, City Clerk

PRELIMINARY PLAT
FRISCO TRAILS

A MINOR SUBDIVISION IN THE NE-1/4 OF
SECTION 14-T33N-R23W, CITY OF BOLIVAR,
POLK COUNTY, MISSOURI



CERTIFICATE OF APPROVAL
OF THE PLANNING AND ZONING COMMISSION

THE PLANNING AND ZONING COMMISSION OF THE CITY OF BOLIVAR, MISSOURI HEREBY CERTIFIES THAT THE HEREON SHOWN MINOR SUBDIVISION WAS APPROVED AT ITS REGULARLY HELD MEETING ON THE ____ DAY OF _____, 2018 AND THAT THIS MINOR SUBDIVISION MEETS ALL THE REQUIREMENTS AS SET FORTH IN THE SUBDIVISION REGULATIONS OF THE CITY OF BOLIVAR MISSOURI.

CHAIRMAN, PLANNING & ZONING COMMISSION DATE

ATTEST: SECRETARY DATE

CERTIFICATE OF APPROVAL
OF THE CITY OF BOLIVAR MISSOURI

I, NATALIE SCRIVNER, CLERK OF THE CITY OF BOLIVAR MISSOURI, HEREBY CERTIFY THAT THE FOREGOING CERTIFICATE OF APPROVAL OF MINOR SUBDIVISION IS A TRUE AND CORRECT COPY OF THE SAME AS IT APPEARS IN THE RECORDS OF THE CITY OF BOLIVAR, MISSOURI, IN TESTIMONY, WHEREOF, I HAVE HEREUNTO SAT MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF BOLIVAR MISSOURI THIS ____ DAY OF _____, 2018.

NATALIE SCRIVENER, CITY CLERK DATE

ATTEST: SECRETARY DATE

GENERAL NOTES:

- Easements shown hereon are from field inspection or record and may not be all inclusive. No title commitment was furnished and other documents of record may exist that could affect this tract.
- See County Survey Record Book 14, page 149 for the boundary survey of the tract subdivided.
- Sanitary sewer and water lines are shown per the plans for the City of Bolivar.
- Based on a graphic determination, this property does not lie in a FIRM Special Flood Hazard Area Zone per Community panels #29167C0281D, and #29167C0300D, effective date September 17, 2010.
- Source of Title: Trustee's Warranty Deed, Book 786, page 1646 of the Deed Records of Polk County, Missouri.

VICINITY SKETCH



LEGEND

- SET 5/8" IRON PIN WITH CAP
- FENCE POST
- EXISTING IRON PIN, EXC AS NOTED
- ⊕ MANHOLE (PLAN LOCATION)
- ⊙ FIRE HYDRANT (PLAN LOCATION)
- IRON PIN
- PROF LAND SURVEYOR, LIC NO
- PROPERTY LINE OF TRACT SURVEYED
- OTHER PROPERTY LINES
- EXISTING FENCE
- RIGHT OF WAY (R/W) LINES



Description of Tract Subdivided

Beginning at the Northwest corner of the Southeast Quarter of the Northeast Quarter of Section 14, Township 33, Range 23, Polk County, Missouri; thence South along the Quarter-Quarter Section Line 168.0 feet to a railroad spike set in line with an East-West fence; thence East, with an interior angle of 87 degrees 27 minutes from the preceding course and along said fence, 140.6 feet to an iron pin set on the West Right of Way line of the St. Louis and San Francisco Railroad thence Northwesterly along said Right of Way line, 1027.24 feet to the West line of the Northeast Quarter of the Northeast Quarter of said section; thence South along the Quarter-Quarter section line 855.85 feet to the Point of Beginning, less that part being used as a public road.

Source: Book 786, page 1646 of the Deed Records of Polk County, Missouri.

EXECUTION OF PLAT

STATE OF MISSOURI }
COUNTY OF POLK } ss

THE TRACT DESCRIBED HEREON HAS BEEN SUBDIVIDED AS SHOWN ON THE PLAT HEREWITH FILED. SAID SUBDIVISION SHALL HEREAFTER BE KNOWN AS FRISCO TRAILS.

THANE KIFER DATE SUZANNE KIFER DATE

ACKNOWLEDGEMENT

STATE OF MISSOURI }
COUNTY OF POLK } ss

BE IT REMEMBERED THAT ON THIS ____ DAY OF _____, 2018, BEFORE ME A NOTARY PUBLIC IN AND SAID COUNTY, CAME THANE AND SUZANNE KIFER, TO ME PERSONALLY KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR WRITTEN ABOVE.

MY COMMISSION EXPIRES _____ NOTARY
PUBLIC _____

SURVEYOR'S CERTIFICATION

I hereby certify to Thane Kifer and Suzanne Kifer that information contained hereon is based on an actual survey of the property described above and that the survey was conducted by me or under my direct supervision. This survey complies with the current standards for property boundary surveys.

Apparent ownerships are based on information provided by the client and other information obtained from county records. No above ground or below ground utilities are shown except as noted. This survey does not represent an opinion as to title.

Michael Shuler, PLS #2000147875, Date

Shuler
LAND SURVEYING, LLC

210 EAST JACKSON ST, BOLIVAR, MO 65613
TELEPHONE: 298-2105
LAND SURVEYING CERTIFICATE OF AUTHORITY NO. LS-2016000401

SCALE: 1" = 50'	APPROVED BY:	DRAWN BY:
DATE: 06-29-18	MICHAEL SHULER, MISSOURI PLS-2000147875	REVISION:

PRELIMINARY PLAT
FRISCO TRAILS

CLIENT(S): Thane Kifer and Suzanne Kifer	DRAWING NO. 18-252
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