

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the 7th day of April 20 20
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to Contract 6-160630LK – On-Line Surplus Auction Service.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 7th day of April 2020.

ATTEST:

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

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: March 20, 2020
RE: Amendment #1 for Assignment of Contract 6-160630LK - On-Line
Surplus Auction Service

Contract 6-160630LK - *On-line Surplus Auction Service* is being assigned from GovDeals, Inc. to Liquidity Services Operations LLC per the attached amendment.

This is a contract used by the Purchasing Department for disposal of surplus equipment.

cc: Contract File

Commission Order: 169-2020

Date: 4/7/2020

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
6-160630LK - ON-LINE SURPLUS AUCTION SERVICE**

The Purchase Agreement dated November 22, 2016 made by and between Boone County, Missouri and GovDeals, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Contract **6-160630LK** is hereby assigned to Liquidity Services Operations LLC (FEIN 52-2293687) from GovDeals, Inc. (FEIN 63-1241096) per the attached Agreement and Consent to Assignment of Contract document signed by Steve Kranzusch of GovDeals, Inc. and Steve Kranzusch of Liquidity Services Operations LLC.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

LIQUIDITY SERVICES OPERATIONS LLC

BOONE COUNTY, MISSOURI

DocuSigned by:
Steve Kranzusch
EA5DF17F86ED4C4...

by: Boone County Commission

title VP & General Manager

DocuSigned by:
Daniel K. Atwill
BA4B934CED6E4EB...
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
J. Johnson
7D71DEAEB9D74DD...
County Counselor

DocuSigned by:
Brianna L. Lennon by MT
7D82DA986BF6495...
County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by:
Gene E. Pitzel
Term & Supply - No encumbrance required
EB94DB24AAAC49D...

3/23/2020

Term & Supply

Signature

Date

Appropriation Account

**AGREEMENT AND CONSENT TO ASSIGNMENT OF CONTRACT
6-160630LK - ON-LINE SURPLUS AUCTION SERVICE**

GOVDEALS, INC.
100 CAPITOL COMMERCE BLVD., SUITE 110
MONTGOMERY, ALABAMA 36117
FEIN#: 63-1241096
(Assignor)

LIQUIDITY SERVICES OPERATIONS LLC
100 CAPITOL COMMERCE BLVD., SUITE 110
MONTGOMERY, ALABAMA 36117
FEIN #: 52-2293687
(Assignee)

RE: Contract: *6-160630LK - On-line Surplus Auction Service*

The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.

The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

IN WITNESS THEREOF, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

GovDeals, Inc.
by Steve Kranzusch
Printed Name: Steve Kranzusch
Title: Vice President and General Manager
Date: 3/20/2020

Liquidity Services Operations LLC
by: Steve Kranzusch
Printed Name: Steve Kranzusch
Title: Vice President and General Manager
Date: 3/20/2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

April Session of the April Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

7th

day of

April

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to Contract CC160735002 – Law Enforcement/Public Safety Gear, Supplies, Equipment – Leon Uniform Company.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 7th day of April 2020.

ATTEST:

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

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: March 4, 2020
RE: Amendment Number One – CC160735002 - Law Enforcement / Public Safety Gear, Supplies, Equipment - Leon Uniform

Contract *CC160735002 - Law Enforcement / Public Safety Gear, Supplies, Equipment* was approved by commission for award to Leon Uniform Company on December 6, 2018, commission order # 543-2018.

This amendment adds the Federal Emergency Management Agency (FEMA) requirements to our contract for federal assistance procurements. This will allow Boone County to receive reimbursement by FEMA for procurements related to COVID-19 Emergency Declaration.

This is a Term and Supply contract primarily utilized by our Sheriff Department.

cc: Contract File

170-2020

Commission Order #: _____

Date: 4/7/2020

**CONTRACT AMENDMENT NUMBER ONE
FOR
LAW ENFORCEMENT / PUBLIC SAFETY GEAR, SUPPLIES, EQUIPMENT**

The Agreement **CC160735002** dated the 6th day of December 2018 made by and between Boone County, Missouri and **Leon Uniform Company, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. In order for the County to receive reimbursement by the Federal Emergency Management Agency (FEMA) for federal assistance procurements, the attached procurement requirements are being added to the contract. (i.e. COVID-19 Emergency Declaration).
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

LEON UNIFORM COMPANY, INC.

BOONE COUNTY, MISSOURI

DocuSigned by:
Howard Roper
By: _____
D4A297FF2D364B6...

By: Boone County Commission
DocuSigned by:
Daniel K. Atwill
_____ BA4B934CED6E4EB
Presiding Commissioner

Title: vice President

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
J. Johnson
_____ 7D71DEAEB9D74DD
County Counselor

DocuSigned by:
Brianna Lennon by MT
_____ 7D82DA986BF6495
County Clerk

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

| | | |
|--|-----------|-----------------------------|
| DocuSigned by: <i>Dave Reedford by jj</i> _____ <small>4147B4E3F1C847D</small> | 3/25/2020 | County-Wide – Term & Supply |
| Signature | Date | Appropriation Account |

REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

ACCESS TO RECORDS

The following access to records requirements applies to the contract:

1. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fail SECTION 5 – ATTACHMENTS RFP Number: 18-0905 73

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$100K+)

Contractor agrees 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY POLICY AND CONSERVATION ACT

Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). **Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

ROYALTIES AND PATENTS

The contractor hereby guarantees that they has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs. The contractor shall hold and save Boone County, Missouri, its officers, agents, servants and employees, harmless from liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against contractor of County with respect to contractor's ownership and/or authority, the County may withhold payment of any sums otherwise required to be paid hereunder.

CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION

- a. The contractor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the contractor in furtherance of this contract shall be the property of the County. The contractor shall take such action as is necessary under law to preserve such property rights of the County while such property is within the control and/or custody of the contractor. By this contract, the contractor specifically waives and/or releases to the County any cognizable property right of the contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.
- b. The contractor understands and agrees that data, materials, and information disclosed to contractor may contain confidential and protected data. Therefore, the contractor promises and assures that data, material, and information gathered, based upon or disclosed to the contractor for the purpose of this contract, shall not be disclosed to others or discussed with other parties without the prior written consent of the County.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request . of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant

is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DHS SEAL, LOGOS AND FLAGS

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

EQUAL EMPLOYMENT OPPORTUNITY (\$10K+)

For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as SECTION 5 – ATTACHMENTS RFP Number: 18-0905 76 provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

COPELAND "ANTI-KICKBACK" ACT (for all construction and repair)

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (Construction \$2K+)

Applicability of Davis-Bacon Act - The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - (construction, \$2K+; employment of mechanics/laborers, \$2,500+)

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

REMEDIES

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

TERMINATION

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience - The County may terminate the Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

CHANGES

Alterations, amendments, changes, modifications or additions to the contract shall not be binding on the County without prior written approval.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Signature

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

7th

day of

April

2020

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the 13th Judicial Circuit Court to establish a 2020 budget for the STOP VAWA Grant for the period of 1/1/20 through 12/31/20.

| Department | Account | Department Name | Account Name | Decrease \$ | Increase \$ |
|------------|---------|-----------------|-----------------------|-------------|-------------|
| 1243 | 3411 | Judicial Grants | Federal Reimbursement | | 73,606 |
| 1243 | 10100 | Judicial Grants | Salary | | 30,385 |
| 1243 | 10200 | Judicial Grants | FICA | | 2,324 |
| 1243 | 10300 | Judicial Grants | Health Insurance | | 6,084 |
| 1243 | 10325 | Judicial Grants | Disability Insurance | | 109 |
| 1243 | 10350 | Judicial Grants | Life Insurance | | 72 |
| 1243 | 10375 | Judicial Grants | Dental Insurance | | 420 |
| 1243 | 10400 | Judicial Grants | Workers Comp | | 1,024 |
| 1243 | 10500 | Judicial Grants | 401A Match | | 180 |
| 1243 | 71100 | Judicial Grants | Outside Services | | 33,008 |
| | | | | | 147,212 |

Done this 7th day of April 2020.

ATTEST:

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

DKB

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Jane M. Thompson
 Jane M. Thompson
 District II Commissioner

1243 Judicial Grants & Contracts
Domestic Assault Court
Calculations for Budget Amendment
January 2020 - December 2021

| | Position Number | Position Title | Budget Hours January-December | Hourly Rate | 10100 Salary & Wages | 10200 FICA | 10300 Health Insurance | 10325 Disability Insurance (0.0036) | 10350 Life Insurance | 10375 Dental Insurance | 10400 Workers Comp (0.0337) | 10500 401(A) Match | 71100 Outside Services | TOTAL GRANT |
|----------------------------|-----------------|----------------|-------------------------------|-------------|----------------------|-------------|------------------------|-------------------------------------|----------------------|------------------------|-----------------------------|--------------------|------------------------|---------------|
| TOTAL GRANT AWARD | 745 | DACC | 32 Hrs./wk. | | \$ 61,376.90 | \$ 4,695.33 | \$ 12,168.00 | \$ 220.96 | \$ 144.00 | \$ 840.00 | \$ 2,068.40 | \$ 360.00 | \$ 66,016.17 | \$ 147,889.76 |
| Jan-Dec. 2020 Exp Estimate | | | 1664 | 18.260 | \$ 30,384.64 | \$ 2,324.42 | \$ 6,084.00 | \$ 109.38 | \$ 72.00 | \$ 420.00 | \$ 1,023.96 | \$ 180.00 | \$ 33,008.08 | \$ 73,606.49 |
| Jan-Dec. 2021 Exp Estimate | | | 1664 | \$18.625 | \$ 30,992.26 | \$ 2,370.91 | \$ 6,084.00 | \$ 111.57 | \$ 72.00 | \$ 420.00 | \$ 1,044.44 | \$ 180.00 | \$ 33,008.09 | \$ 74,283.27 |
| Grant Award: | | | | | \$ 61,376.90 | \$ 4,695.33 | \$ 12,168.00 | \$ 220.96 | \$ 144.00 | \$ 840.00 | \$ 2,068.40 | \$ 360.00 | \$ 66,016.17 | \$ 147,889.76 |

2020 Amount Budgeted \$ 73,606.49
2021 Amount Budgeted \$ 74,283.27
\$147,889.76

MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director



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

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

February 14, 2020

Dan Atwill, Presiding Commissioner
13th Judicial Circuit Court
705 East Walnut Street
Columbia, Missouri 65201

Re: 2020-VAWA-001

Dear Dan Atwill:

On behalf of Director Sandra Karsten, it is my pleasure to inform you that the Department of Public Safety has approved your application for funding under the 2020-2021 STOP Violence Against Women Grant Program in the amount of \$147,889.76 for 13th Judicial Circuit Court.

Enclosed you will find a Subaward and Certified Assurances document. This subaward is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, and resolution of all interim audit findings.

Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the subaward will be subject to termination for cause, or other administrative action as appropriate.

Please note, the Certified Assurances have been updated since the release of this STOP VAWA funding opportunity; the most current Certified Assurances are attached. You should review the Certified Assurances thoroughly prior to accepting the award.

Original signatures are required; stamped signatures will not be accepted. If there has been a change in either the Authorized Official or the Project Director, please provide a letter with your award documents notifying DPS of the change.

In order to accept this subaward, the following documents must be received by our office no later than **February 28, 2020**:

- Original of properly signed subaward document
- Original of properly signed Certified Assurances document (each page must be initialed by the Authorized Official)
- Printed copy of entire 2020-21 STOP VAWA application, **including all attachments**

The above referenced documents should be mailed or hand-delivered to:

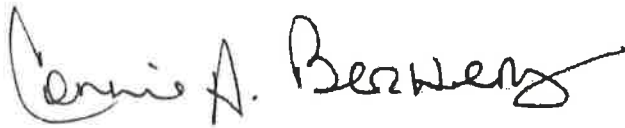
Missouri Department of Public Safety
Attn: Crime Victim Services/Juvenile Justice Unit
PO Box 749
Jefferson City, MO 65102

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

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

Please contact your Grant Specialist with any programmatic and/or financial questions related to this subaward. Congratulations! I look forward to working with you!

Sincerely,

A handwritten signature in black ink that reads "Connie A. Berhorst". The signature is written in a cursive style with a long, sweeping underline.

Connie Berhorst, Program Manager
Crime Victim Services/Juvenile Justice Unit

cc: File
Mary Epping, Court Administrator

Enclosures



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
SUBAWARD

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

| | | | |
|--|-----------------------------------|---|--------------|
| Subrecipient Name: | | Subrecipient DUNS Number: | |
| 13th Judicial Circuit Court | | 73755977 | |
| DPS Funding Opportunity Title: | Project Period Start Date: | Project Period End Date: | |
| 2020 STOP Violence Against Women Program | January 1, 2020 | December 31, 2021 | |
| Project Title: | | Subaward Number: | |
| Integrated Domestic Violence Program | | 2020-VAWA-001 | |
| Project Description: | | | |
| The integrated Domestic Violence Program consists of the specialized domestic violence dockets; the utilization of MEND(Men Exploring Non-Violent Directions) and EMBRACE/EMBRACE U programs (Batterer's Intervention Program that offers classes for both men and women)as part of a graduated range of sanctions for offenders; and the DACC (Domestic Assault Court Coordinator), a court employee dedicated to the domestic violence dockets, who tracks and reports on participants in both BIP programs as well as all domestic cases, acts as a liaison to domestic violence docket stakeholders, and assists with the processing of domestic violence cases. | | | |
| Subaward Total: | | CFDA Number and Name: | |
| \$147,889.76 | | 16.588 | |
| Research and Development Project: | | Indirect Cost Rate for Federal Award: | |
| No | | N/A | |
| Name of Federal Awarding Agency: | | Federal Award Date: | |
| Department of Justice Office on Violence Against Women | | 09/27/2016 09/28/2017 09/17/2018 | |
| Name of State Administering Agency (SAA): | | SAA Federal Award Number: | |
| Missouri Department of Public Safety, Office of the Director P.O. Box 749 Jefferson City, MO 65102 | | 2016-WF-AX-0008 2017-WF-AX-0031 2018-WF-AX-0049 | |
| This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity. | | | |
| The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application. | | | |
| Subrecipient Authorized Official (AO) Name: | | Subrecipient Project Director (PD) Name: | |
| Dan Atwill, Presiding Commissioner | | Mary Epping, Court Administrator | |
| Subrecipient AO Signature: | Date: | Subrecipient PD Signature: | Date: |
| | 2/20/2020 | | 2/19/2020 |
| This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety, and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director. | | | |
| Authorized Official, Missouri Department of Public Safety | | Subaward Date | |
| | | 01/01/2020 | |



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR



STOP Violence Against Women Act (VAWA)
2020-2021 CERTIFIED ASSURANCES

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

General:

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

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

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

Mail: Office of Inspector General
 U.S. Department of Justice, Investigations Division
 1425 New York Avenue, N.W., Suite 7100
 Washington, D.C. 20530

DOJ OIG Hotline: (800) 869-4499 or Fax (202) 616-9881

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

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

Email: cvsu@dps.mo.gov
 DPS Fax: (573) 751-5399



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

6. **Non-Disclosure Agreements:** The Subrecipient understands it cannot require any employee or subcontractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department, the Missouri Department of Public Safety, or other agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the Subrecipient, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

In accepting this subaward, the Subrecipient:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.
7. **Protection from Reprisal for Disclosures:** The Subrecipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this subaward, a gross waste of the funds under this subaward, an abuse of authority relating to the funds under this subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this subaward.
8. **Lobbying:** The Subrecipient understands and agrees that, in general, it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. Furthermore, the Subrecipient understands and agrees that, in general, federal law prohibits federal funds from being used to pay any person to influence (or attempt to influence) with respect to the awarding of a federal grant or cooperative agreement.

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

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

federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities” in accordance with its instructions.

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

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
11. **Human Trafficking:** The Subrecipient assures that it does not engage in severe forms of trafficking in persons, procurement of a commercial sex act, use of forced labor in the performance of the subaward, or acts that directly support or advance trafficking in persons.
12. **Relationship:** The Subrecipient agrees that it will represent itself to be an independent Subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
13. **Texting While Driving:** Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
14. **Drug-Free Workplace:** As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

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

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Subrecipient's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

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

Email: cvsu@dps.mo.gov

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

Civil Rights:

- 1. **Ensuring Access to Federally Assisted Programs:** The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In addition, pursuant to 34 U.S.C. § 12291(b)(13), the Subrecipient acknowledges that recipients of OVW awards are prohibited from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identify

sexual orientation, or disability in any program or activity funded in whole or in part by OVW. If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, Subrecipients may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

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

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

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

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

Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the *Advisory*, Subrecipients should consult local counsel in reviewing their employment practices. If warranted, Subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

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

Financial:

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

period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the STOP VAWA Notice of Funding Opportunity. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.

6. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the STOP VAWA Notice of Funding Opportunity. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
7. **Program Income:** The Subrecipient agrees to account for program income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all program income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.
8. **Procurement:** The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the *DPS & CVSU Financial and Administrative Guidelines* and identified here:
 - a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - b. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
 - c. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - d. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - f. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.
9. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.
10. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.



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

In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.

15. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Programmatic:

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

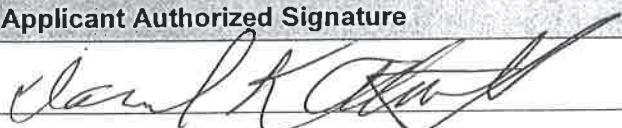
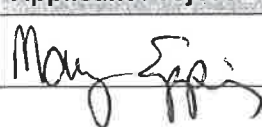
modification, enforcement, dismissal, withdrawal, or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, dating violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, dismissal, withdrawal, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction.

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

Claims for Reimbursement will be submitted within 60 days of the time the expense was incurred. DPS reserves the right to deny reimbursement of any expense that falls outside the 60 day requirement, is not identified in the approved budget, or is unallowable. Final expenses must be submitted within 35 days of the end of the contract period.

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

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

| | | | |
|---|--------------|--|--------------|
| The Subrecipient hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the Notice of Funding Opportunity packet. | | | |
| Agency Name: | | Contract Number: | |
| 13th Judicial Circuit Court | | 2020-VAWA-001 | |
| Applicant Authorized Official (AO) Printed Name: | Date: | Applicant Project Director (PD) Printed Name: | Date: |
| Dan Atwill, Presiding Commissioner | 2/20/2020 | Mary Epping, Court Administrator | 2/19/2020 |
| Applicant Authorized Signature | | Applicant Project Director Signature | |
|  | |  | |



SPECIAL CONDITIONS APPLICABLE TO LAW ENFORCEMENT AND/OR PROSECUTORS:

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



Health will both provide services for men. Although both Facilities offer the same type of services, their schedules are different which gives the men more flexibility with their work schedules.

The DACC uses data collected to evaluate the effectiveness of the program. Examples would be the recidivism rate, time it takes to complete the program and the number of hearings for these participants related to probation violations and compliance hearings regarding the BIP. The compliance hearings are beneficial because the Judge hears firsthand information from the participant the pros and cons of the program. By completing the program in a timely manner, this helps hold the defendant accountable for their actions and also reduces the recidivism rate.

Report of Success

| Measurable Objectives | VAWA Outcomes |
|---|---|
| 70% of court-ordered defendants will complete the BIP program. | Of the 45 MEND participants who graduated in calendar year 2018, 40 of them, or 88%, completed the program within one year. |
| 85% of court-ordered defendants will have no reported of violence while in the BIP program. | Of the 170 defendants who attended MEND in 2018, 164 of them, or 96%, had no reported incidents of violence while in the program. |

Personnel

| Name | Title | Position | Employment Status | Salary per Pay Period | Number of Pay Periods | % of Grant Funded Time | Total Cost | Local Match % | Local Match Share | Federal/State Share |
|--------------|------------------------------------|----------|-------------------|-----------------------|-----------------------|------------------------|-------------|---------------|-------------------|---------------------|
| Unknown 2020 | Domestic Assault Court Coordinator | Retained | FT | \$1,168.64 | 26.0 | 100.0 | \$30,384.64 | 0 | \$0.00 | \$30,384.64 |
| Unknown 2021 | Domestic Assault Court Coordinator | Retained | FT | \$1,192.01 | 26.0 | 100.0 | \$30,992.26 | 0 | \$0.00 | \$30,992.26 |
| | | | | | | | \$61,376.90 | | \$0.00 | \$61,376.90 |

Personnel Justification

Personnel Justification

If personnel is included in the budget, provide justification for each position.

If the position is new (created), provide a description of the job responsibilities the individual will be expected to perform. If the position exists (retained), provide a description of the job responsibilities and the experience and/or any certification the individual possesses.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If a salary increase is included, address the type/reason for such increase, the percentage of increase, and the effective date of the increase.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

The DACC performs a variety of functions, which included monitoring defendants' attendance and participation in BIPs and coordinating with probation and court services in monitoring compliance with other court-ordered conditions of probation. When non-compliance occurs the DACC takes action based on a graduated range of sanctions including sending warning letters to defendants, talking and meeting with defendants, and informing the defendant's probation officer on noncompliance. When appropriate, noncompliance is reported to the domestic violence judge so the judge can have the discretion whether to set a show cause or probation hearing. In addition, the DACC administers grant funds; collects, maintains, and analyzes data regarding court programs, and assists the Court on domestic violence cases as needed. The DACC also reviews the dockets for Adult Abuse hearings (orders of protection) and informs the judge if the respondent has pending criminal charges for domestic violence. In 2017 the DACC started doing bond investigations in Callaway County for domestic violence cases and makes bond recommendations to the judge. A total of 22 Bond Investigations were completed in Callaway County for domestic related cases from January 2019 through October 2019.

The DACC also acts as the court's liaison to BIPs (Compass Health and TMT Consulting), prosecutors, defense counsel, law enforcement, probation officers, and local CCRTs regarding court programs and procedures. This has allowed the court to realistically require defendants to enroll in a BIP within approximately one month. Prior to the hiring of the DACC it took a defendant an average of 143 days to enroll in the program. Additionally, it is expected the defendant begin class one week after enrolling in the program. Prior to the DACC, it took a defendant an average of 78 days to enroll in the program. Moreover, the time period between defendants being terminated from a BIP or placed on hold and the court receiving notification of such action has been significantly reduced from one month or more to 1-2 weeks. Thus, the DACC has significantly reduced the time periods for defendants to start the program and the court receiving notification on noncompliance, which ultimately increases offender accountability.

Calculations for salary and benefits are based on Boone County employees being paid bi-weekly, resulting in 26 pay periods per year. The estimates for 2020 and 2021 include a 2% COLA raise per year as is customary with Boone County employees, usually given on the first of the year. This COLA raise will only occur if the county approves the raise for all other staff.

The most recent DACC has a Bachelor's of Art in accounting from William Woods University. She has been employed within the 13th Circuit for 7 years. Prior to becoming the DACC, she was a criminal court clerk in Callaway County. She was hired on as the DACC March 1, 2016.

Personnel Benefits

| Category | Item | Salary/Premium | Percentage/# of Periods | % of Funding Requested | Total Cost | Local Match % | Local Match Share | Federal/State Share |
|----------------------|--------------------------------------|----------------|-------------------------|------------------------|-------------|---------------|-------------------|---------------------|
| Deferred Comp | 401 A Match (2020 and 2021) | \$15.00 | 24.0 | 100.0 | \$360.00 | 0 | \$0.00 | \$360.00 |
| Dental Insurance | Dental Insurance (2020 and 2021) | \$35.00 | 24.0 | 100.0 | \$840.00 | 0 | \$0.00 | \$840.00 |
| Disability Insurance | Disability Insurance (2020 and 2021) | \$61,376.90 | 0.0036 | 100.0 | \$220.96 | 0 | \$0.00 | \$220.96 |
| FICA/Medicare | FICA/MEDICARE | \$61,376.90 | 0.0765 | 100.0 | \$4,695.33 | 0 | \$0.00 | \$4,695.33 |
| Life Insurance | Life Insurance (2020 and 2021) | \$6.00 | 24.0 | 100.0 | \$144.00 | 0 | \$0.00 | \$144.00 |
| Medical Insurance | Medical Insurance (2020 and 2021) | \$507.00 | 24.0 | 100.0 | \$12,168.00 | 0 | \$0.00 | \$12,168.00 |
| Workers Comp | Workers Comp (2020 and 2021) | \$61,376.90 | 0.0337 | 100.0 | \$2,068.40 | 0 | \$0.00 | \$2,068.40 |
| | | | | | \$20,496.69 | | \$0.00 | \$20,496.69 |

Personnel Benefits Justification

Benefits Justification

If personnel benefits are included in the budget, provide justification for each fringe benefit.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

The benefits stated are currently provided to all Boone County employees. The rates provided above are based on the December 21, 2018, letter from the Boone County Auditor and are effective January 1, 2019. We are using the same rates as we do not have the updated rates for 2020 and 2021. In the Auditor's letter it states that "premiums are determined annually through the budget process and approved with adoption of the annual budget."

Health Insurance (Medical) - Effective January 1, 2019, the rate will be \$ 5712 - \$6,084 a year per employee.

Dental Insurance - In 2019 the rate was \$420 annually. The rate was set by the county. As insurance is a benefit offered to all staff, the court is requesting the grant cover this benefit at the same rate.

Disability Insurance - In 2019, the rate was \$0.36 per \$100. As insurance is a benefit offered to all staff, the court is requesting the grant to cover this benefit.

Life Insurance - In 2019, Life Insurance was \$72.00 annually. As insurance is a benefit offered to all staff, the court is requesting the grant cover this benefit.

PRN/Overtime

| Name | Title | PRN/Overtime Pay | Hours on Project | Total Cost | Local Match % | Local Match Share | Federal/State Share |
|------|-------|------------------|------------------|------------|---------------|-------------------|---------------------|
| | | | | \$0.00 | | \$0.00 | \$0.00 |

PRN/Overtime Justification

PRN/Overtime Justification

If PRN/Overtime is included in the budget, provide justification for the expense. Describe why PRN/Overtime funding is necessary and how it will aid in the success of the project.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an PRN/Overtime pay rate increase is included, address the individuals eligibility for such increase, the percentage of increase, and the effective date of the increase.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

N/A

PRN/Overtime Benefits

| Category | Item | PRN/Overtime Premium | Percentage/# of Periods | % of Funding Requested | Total Cost | Local Match % | Local Match Share | Federal/State Share |
|----------|------|----------------------|-------------------------|------------------------|------------|---------------|-------------------|---------------------|
| | | | | | \$0.00 | | \$0.00 | \$0.00 |

PRN/Overtime Benefits Justification

PRN/Overtime Benefits Justification

If PRN/Overtime benefits are included in the budget, provide justification for each fringe benefit.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

N/A

Volunteer Match (\$18.00/hour)

| Description of Service | Number of Volunteers | Total Hours | Local Match Share |
|------------------------|----------------------|-------------|-------------------|
| | | | \$0.00 |

Volunteer Match Justification

Volunteer Match Justification

If volunteer match is included in your application explain the number of volunteers that will be used, the activities that they will be conducting and when they will be conducting these activities (day, evening, weekends).

NA

Travel/Training

| Item | Category | Unit Cost | Duration | Number | Total Cost | Local Match | Local Match | Federal/State Share |
|------|----------|-----------|----------|--------|------------|-------------|-------------|---------------------|
| | | | | | | | | |

| | | | | | | % | Share | |
|--|------------------|----------|-----|-----|------------|-------|------------|--------|
| MAPA AND MISSOURI VICTIM'S SERVICES ACADEMY CONFERENCE | Lodging | \$225.00 | 1.0 | 2.0 | \$450.00 | 100.0 | \$450.00 | \$0.00 |
| MAPA and Missouri Victim's Services Academy Conference | Registration Fee | \$250.00 | 1.0 | 2.0 | \$500.00 | 100.0 | \$500.00 | \$0.00 |
| MAPA and Missouri Victim's Services Academy Conference | Mileage | \$100.00 | 1.0 | 2.0 | \$200.00 | 100.0 | \$200.00 | \$0.00 |
| MAPA and Missouri Victim's Services Academy Conference | Meals | \$125.00 | 1.0 | 2.0 | \$250.00 | 100.0 | \$250.00 | \$0.00 |
| | | | | | \$1,400.00 | | \$1,400.00 | \$0.00 |

Travel/Training Justification

Travel/Training Justification

If travel/training is included in the budget, provide justification for each expense and why such is necessary to the success of the proposed project.

For training, identify the name of training or conference, the location, and date(s) of the training. If either the name, location, or date(s) is unknown, clearly identify such.

Describe the anticipated benefit and/or a synopsis of the training and who will be attending such event.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

The DACC attends the Missouri Victim's Services Academy and Missouri Association of the Prosecuting Attorney's conference annually. This training is approved by the Department of Public Safety. This money will cover the registration fee, lodging, mileage and meals.

Equipment

| Item | Description | Unit Cost | Quantity | Source of Bid | % of Funding Requested | Total Cost | Local Match % | Local Match Share | Federal/State Share |
|--------|-------------|-----------|----------|---------------|------------------------|------------|---------------|-------------------|---------------------|
| Laptop | Laptop | \$900.00 | 1.0 | | 100.0 | \$900.00 | 100.0 | \$900.00 | \$0.00 |
| | | | | | | \$900.00 | | \$900.00 | \$0.00 |

Equipment Justification

Equipment Justification

If equipment is included in the budget, provide justification for each item.

Address why the item is needed, whether it is a replacement or an addition, who will use it, and how it will be used.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

The Domestic Violence Court Coordinator's laptop was originally purchased in 2014 through STOP-VAWA grant funds. The device is now 5 years old. The court will provide the replacement device. A laptop is necessary as this position requires the employee to be in multiple locations (courtrooms in two counties, meetings, etc) and have immediate access to information on defendants.

Supplies/Operations

| Item | Basis for Cost Estimate | Unit Cost | Quantity | % of Funding Requested | Total Cost | Local Match % | Local Match Share | Federal/State Share |
|------|-------------------------|-----------|----------|------------------------|------------|---------------|-------------------|---------------------|
| | | | | | \$0.00 | | \$0.00 | \$0.00 |

Supplies/Operations Justification

Supplies/Operations Justification

If supplies/operations are included in the budget, provide justification for each expense.

Address why the item is necessary for the proposed project, who will use it, and how it will be used.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

Contractual

| Item | Basis for Cost Estimate | Unit Cost | Quantity | % of Funding Requested | Total Cost | Local Match % | Local Match Share | Federal/State Share |
|------------------------------|-------------------------|-------------|----------|------------------------|--------------|---------------|-------------------|---------------------|
| Boone County BIP per year | Annual | \$39,740.00 | 2.0 | 100.0 | \$79,480.00 | 44.96 | \$35,734.21 | \$43,745.79 |
| Callaway County BIP per year | Annual | \$18,106.00 | 2.0 | 100.0 | \$36,212.00 | 38.5 | \$13,941.62 | \$22,270.38 |
| | | | | | \$115,692.00 | | \$49,675.83 | \$66,016.17 |

Contractual Justification

Contractual Justification

If contractual or consultant services are included in the budget, provide justification for each expense.

Address why each item is necessary for the proposed project and who will benefit from the services.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

An essential component of the domestic violence docket is the requirement that some defendants attend a BIP as part of a graduated range of sanctions that uses the coercive power of the criminal justice system to hold abusers accountable for their criminal action and for changing their behavior. In 2006 Family Counseling Center now Compass Health obtained grant funding for its BIP, MEND. This allowed participants who could not afford the total cost of \$1,100 (\$40 per class for 27 classes plus \$20 orientation fee) for the 27-week program to still attend the program. The grant funding discontinued in 2008. To make the program financially feasible for defendants, the court applied for the STOP-VAWA funding for the program in 2008. The current funding permits up to \$30 of the \$40 per class fee. The remaining portion, or copay, which is a minimum of \$10 per class, is calculated utilizing a sliding scale, and is paid for by the defendants. Currently, there a total of 56 participants enrolled in the MEND program in the two counties. Approximately 86% of participants financially qualify for use of the grant. 80% of participants utilize the full extent of the grant and 6% of participants utilize the grant for less than the full benefit, paying \$12 to \$35 per class.

The funds designated as match in this section will be provided by the portion of BIP fees paid by defendants. The portion paid by defendants is currently \$10 to \$40 per class. The amount defendants are required to pay is determined utilizing a sliding scale based on income and dependants.

BOONE COUNTY BIP

BIP billing for both Compass Health and TMT Consulting for Boone County, the total cost of classes and orientation for 2017 was \$41,996.00, with defendants paying \$18,022, or 43%. The total costs for classes and orientation for 2018 was \$ 31,520.00 with defendants paying \$ 13,862.00, or 44%. The total classes and orientation for 2019 through September was \$34,280.00, with defendants paying \$16,294.00, or 47.53%. Averaging the first 9 months of 2019, the approximate total billing for the year will be around \$45,704.00 with \$ 21,724 paid by the defendants. Averaging the last three years together based on billing, it is expected that the total cost of classes and orientation will be \$35,392.00 a year with 44.83% or \$15,866 paid by the defendants.

The above financial figures do not account for the use of funding toward the women BIP which was approved in August 2017 with TMT Consulting.

CALLAWAY COUNTY BIP

Per Compass Health billing for Callaway County, the total cost of classes and orientation for 2017 was \$ 19,200.00, with defendants paying \$ 7,142.00, or 37.20%. The total costs for classes and orientation for 2018 was \$ 15,720.00, with defendants paying \$6,236 or 39.67%. The total classes and orientation for 2019 through September was \$7,600 with defendants paying \$3,433.00, or 38.95%. Averaging the first 9 months of 2019, the approximate total billing for the year will be around \$19,440 and \$3,433.00 paid by the defendants. Averaging the last three years together based on billing, it is expected that the total cost of classes and orientation will be \$16,059 a year with 40.68% or \$6,533.00 paid by the defendants each year.

The above financial figures do not account for the use of funding toward the women BIP ogram which was approved in August 2017 with TMT Consulting. However, that program is currently only in Boone County.

For the 2020 and 2021 years, the defendants will have the choice to attend either BIP offered at Compass Health or TMT Consulting. Both entities are 27 week programs and are the same price for classes. Both facillites use the sliding scale.

Indirect Costs

| Item | Project Costs | Indirect Type | Indirect Rate | Total Indirect Costs | Local Match % | Local Match Share | Federal/State Share: |
|------|---------------|---------------|---------------|----------------------|---------------|-------------------|----------------------|
| | | | | \$0.00 | | \$0.00 | \$0.00 |

Indirect Cost Justification

N/A

Total Budget

| | | |
|-----------------------------------|--------------|--------|
| Total Federal/State Share: | \$147,889.76 | 73.99% |
| Total Local Match Share: | \$51,975.83 | 26.01% |
| Total Project Cost: | \$199,865.59 | |

VAWA Data Form

Budget Total: \$147,889.76

*Please only select one category for your proposed project; the percentage should equal 100% for this category.
The requested STOP Program funds will be used for:*

| | | |
|----------------------------------|--------|--------------|
| Law Enforcement:* | 0% | \$0.00 |
| Prosecution:* | 0% | \$0.00 |
| Victim Services Project:* | 0% | \$0.00 |
| Court:* | 100.0% | \$147,889.76 |
| Discretionary:* | 0% | \$0.00 |
| Culturally Specific:* | 0% | \$0.00 |

172-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

7th

day of

April

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached agreements for the Batterer's Intervention Program between Boone County and the following:

Compass Health
TMT Consulting

Terms of the agreements are stipulated in the attached Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreements.

Done this 7th day of April 2020.

ATTEST:

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

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

AGREEMENT FOR BATTERERS' INTERVENTION PROGRAM

THIS AGREEMENT, entered into by and between the 13th Judicial Circuit Court (the Court) and the Compass Health.

WHEREAS, the Court has developed a program for criminal cases involving domestic violence; and

WHEREAS, the Court desires to provide financial assistance to low-income defendants to enable them to participate in a batterers' intervention program; and

WHEREAS, the Court currently receives STOP grant funding for such a program for the calendar 2018; and

WHEREAS, the MEND (Men Exploring Non-violent Directions) program provided by Compass Health is a batterers' intervention program within the 13th Judicial Circuit.

NOW, THEREFORE, it is agreed to between the parties as follows:

- A. Compass Health will make its batterers' intervention program available to individuals referred by court on the following basis:
 - 1. Compass Health will attempt to obtain initial information from a referred individual while the individual is in court at the time of referral.
 - 2. Compass Health will conduct two intake/orientation sessions per month so that individuals are enrolled in MEND within 30 days of the court referral.
 - 3. Compass Health will charge each court-referred individual for treatment sessions based on a sliding scale, according to the individual's family income.

- B. Compass Health will report to the Court as follows:
 - 1. Once per week Compass Health will provide a list of individuals attending the MEND program which shows the following information:
 - a. Case number
 - b. Name
 - c. Date of intake
 - d. Classes attended
 - e. Comments regarding attendance
 - 2. No later than the 5th of each month Compass Health will provide to the Court a bill that lists all clients referred by the Court, the amount they paid, and the amount being billed to the Court.

- C. The Court will pay Compass Health for its services based on the following assumptions:
1. The monthly payment will be based on the following formula: (total number of sessions attended by eligible defendants multiplied by \$40) minus the amount collected from defendants.
 2. The total cost of the 27-week MEND program is \$1,100 ((\$40 multiplied by 27 classes) plus \$20 for intake).
 3. The maximum amount the Court will pay per person is \$830 (\$1,100 minus mandatory contribution of \$270 (\$10 per class)).
- D. The maximum amount of contractual services for 2020 is \$21,455. The amount is subject to change based on availability of funds. Contract will be reviewed in the last quarter of the year to see if an adjustment is necessary. Compass Health should collect a minimum of \$16,145 from clients to go towards grant match funds.
- E. Enrollment in MEND will be open-ended, with referred men beginning at the time of the first group vacancy following referral and continuing until 27 weeks of programming have been completed. Group sessions will be two hours long and will be held at a variety of times to reasonably accommodate clients.
- F. Groups will be facilitated by Licensed Professional Counselors, Licensed Clinical Social Workers, or other counselors under the supervision of licensed staff. The program will be supervised by Ted Solomon, M.S., Licensed Professional Counselor on the contract and Quillen Reivich, MEND Coordinator for Compass Health. All facilitators and others involved in the execution of the MEND program shall be employees of Compass Health, not of the Court.
- G. Services will be provided at Compass Health's Columbia Outpatient Clinic at 3501 Berrywood Drive, Columbia, Missouri, Fulton Outpatient Clinic at 2625 Fairway Drive and Jefferson City Outpatient Clinic at 204 Metro Drive. All facilities are ADA accessible and accessible via public transportation.
- H. Compass Health will document the progress of individuals referred to the MEND program, and will report to the Court information regarding success or failure of referred individuals in completing the program.
- I. Compass Health will maintain comprehensive liability insurance in the minimum amount of \$1,000,000 (premises and professional liability).
- J. Compass Health will cooperate with the Court in conducting surveys of referred individuals regarding program quality, its ability to meet the needs of the referred

individuals, and recidivism. Compass Health and the Court will share statistical information regarding program success.

- K. Compass Health will accommodate any non-English speaking defendants and be responsible for any associated costs.
- L. All obligations of the Court under this Agreement which require the expenditure of funds are conditional upon availability of funds appropriated for that purpose.
- M. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- N. As a condition for the award of this contract in order to comply with the provisions of Sec. 285.530, RSMo, Compass Health shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A Work Certification Affidavit is attached hereto and made a part hereof.
- O. The agreement shall terminate on December 31, 2020, if not earlier terminated by the parties as set forth above.

IN WITNESS WHEREOF, the parties set their hands on the date(s) below:

13th Judicial Circuit

By: *Mary Egan*
DATED: 2/25/2020

Family Counseling Center of Missouri, Inc. *Compass Health Network*
By: *OP*
DATED: 02/19/2020

APPROVED AND ACCEPTED FOR DOCUMENTATION AND AUDITING PURPOSES:

BOONE COUNTY, MISSOURI

By: Boone County Commission

Daniel Atwill

Dan Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon
Brianna Lennon, County Clerk

DKB

APPROVED AS TO FORM:

CJ Dykhouse
CJ Dykhouse, County Counselor

AUDITOR CERTIFICATION:

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

| | | |
|-----------------------------|----------------|--------------------------------|
| <u>Jane Pitchford by HA</u> | <u>2-27-20</u> | <u>No Encumbrance Required</u> |
| Signature | Date | Appropriation Account/Amount |

AGREEMENT FOR BATTERERS' INTERVENTION PROGRAM

THIS AGREEMENT, entered into by and between the 13th Judicial Circuit Court (the Court) and TMT Consulting

WHEREAS, the Court has developed a program for criminal cases involving domestic violence; and

WHEREAS, the Court desires to provide financial assistance to low-income defendants to enable them to participate in a batterers' intervention program; and

WHEREAS, the Court currently receives STOP grant funding for such a program for the calendar 2018; and

WHEREAS, the BIP EMBRACE (for men) and EMBRACE U (for women) programs provided by TMT Consulting is a batterers' intervention program within the 13th Judicial Circuit offering services for both men and women.

NOW, THEREFORE, it is agreed to between the parties as follows:

- A. TMT Consulting will make its batterers' intervention program available to individuals referred by court on the following basis:
 1. TMT Consulting will attempt to obtain initial information from a referred individual while the individual is in court at the time of referral.
 2. TMT Consulting will conduct two intake/orientation sessions per month so that individuals are enrolled in BIP EMBRACE or EMBRACE U within 30 days of the court referral.
 3. TMT Consulting will charge each court-referred individual for treatment sessions based on a sliding scale, according to the individual's family income.

- B. TMT Consulting will report to the Court as follows:
 1. Once per week TMT Consulting will provide a list of individuals attending the BIP EMBRACE OR EMBRACE U program which shows the following information:
 - a. Case number
 - b. Name
 - c. Date of intake
 - d. Classes attended
 - e. Comments regarding attendance

2. No later than the 5th of each month TMT Consulting will provide to the Court a bill that lists all clients referred by the Court, the amount they paid, and the amount being billed to the Court.
- C. The Court will pay TMT Consulting for its services based on the following assumptions:
1. The monthly payment will be based on the following formula: total number of sessions attended by eligible defendants multiplied by \$35 minus the amount collected from defendants.
 2. The total cost of the 27-week BIP Embrace/Embrace U program is \$1100.00 ((\$40 multiplied by 27 classes) plus \$20 for intake).
 3. The maximum amount the Court will pay per person is \$830 (\$1100 minus mandatory contribution of \$270 (\$10 per class)).
- D. The maximum amount of contractual services for 2020 is \$11,552. The amount is subject to change based on availability of funds. Contract will be reviewed in the last quarter of the year to see if an adjustment is necessary. TMT should collect a minimum of \$8,693 from clients to go towards grant match funds.
- E. Enrollment in BIP EMBRACE or EMBRACE U, will be open-ended, with referred participants beginning at the time of the first group vacancy following referral and continuing until 27 weeks of programming have been completed. Group sessions will be two hours long and will be held at a variety of times to reasonably accommodate clients.
- F. The program will be supervised by Tasca Tolson who is the owner of TMT Consulting. All facilitators and others involved in the execution of the BIP EMBRACE/EMBRACE U programs shall be employees of TMT Consulting, not of the Court.
- G. Services will be provided at TMT Consulting located at Parkade Center (lower level) 601 Business Loop 70 Suite 110, Columbia MO 6520. All facilities are ADA accessible and accessible via public transportation.
- H. TMT Consulting will document the progress of individuals referred to the BIP EMBRACE or EMBRACE U program, and will report to the Court information regarding success or failure of referred individuals in completing the program.
- I. TMT Consulting will maintain comprehensive liability insurance in the minimum amount of \$1,000,000 (premises and professional liability).
- J. TMT Consulting will cooperate with the Court in conducting surveys of referred individuals regarding program quality, its ability to meet the needs of the referred

individuals, and recidivism. TMT Consulting and the Court will share statistical information regarding program success.

- K. TMT Consulting will accommodate any non-English speaking defendants and be responsible for any associated costs.
- L. All obligations of the Court under this Agreement which require the expenditure of funds are conditional upon availability of funds appropriated for that purpose.
- M. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- N. As a condition for the award of this contract in order to comply with the provisions of Sec. 285.530, RSMo, TMT Consulting shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A Work Certification Affidavit is attached hereto and made a part hereof.
- O. The agreement shall terminate on December 31, 2020, if not earlier terminated by the parties as set forth above.

IN WITNESS WHEREOF, the parties set their hands on the date(s) below:

13th Judicial Circuit

By: [Signature]
DATED: 2/20/2020

TMT Consulting

By: [Signature]
DATED: _____

APPROVED AND ACCEPTED FOR DOCUMENTATION AND AUDITING PURPOSES:

BOONE COUNTY, MISSOURI

By: Boone County Commission

Daniel Atwill
Dan Atwill, Presiding Commissioner

ATTEST:

Brianna Lennon
Brianna Lennon, County Clerk **BKB**

APPROVED AS TO FORM:

[Signature]
CJ Dykhouse, County Counselor

AUDITOR CERTIFICATION:

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

| | | |
|-----------------------------|----------------|--------------------------------|
| <u>June Pitchford by HA</u> | <u>2-27-20</u> | <u>No Encumbrance Required</u> |
| Signature | Date | Appropriation Account/Amount |

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

7th

day of

April

2020

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Sheriff's Department to reimburse the LE Sales Tax Fund for a 2013 Ford F150 Crew Cab 4X4 pickup truck.

| Department | Account | Department Name | Account Name | Decrease \$ | Increase \$ |
|------------|---------|---------------------------------|--------------------------------|-------------|-------------|
| 2901 | 3917 | LE Sales Tax Sheriff Operations | OTI: From special revenue fund | | 6,202 |
| 2501 | 83922 | Sheriff Forfeiture Fund-Justice | OTO: To special revenue fund | | 6,202 |
| | | | | | |
| | | | | | |
| | | | | | 12,404 |

Done this 7th day of April 2020.

ATTEST:

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

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janel M. Thompson
 Janel M. Thompson
 District II Commissioner

2/03/20

Trns N Tag 18439 Tagged Y Tag Replaced N To From Last Posted
Description 2013 TRUCK Adjustments in Process (11) 2019

Acquired 5/01/2013 Acq Amt 26,042.00 Useful Life Months 84
Acct Grp 1605 VEHICLES Res Value 5,208.40
Category 15 PICKUP TRUCKS Res Val % 20
Location 1251 SHERIFF Tag in Book N
Purch Dept 2901 SHERIFF OPERATIONS-LE SALES TX Book ID

Inventory Date 12/01/2018 Inv Status Found - No Change

Site Loc Boone County Sheriff/Corrections
Site Detl Fleet
Make FORD Model F150 CREW CAB 4X4
Serial 1FTFW1EF7DKE77899 Note
Invoice 220550 Check 175689
Vendor 507 JOE MACHENS FORD INC
Bid# 3-121101RJ
User

Calculated Fields Book Value 6,449.21 Remaining Months 5
Dep St Dt 5/01/2013 Mon Dep Amt 248.01 Remain Amt to Depr 1,240.81
Adj Total Accum Depr 19,592.79- Acum Dep Ytd 2,728.11
Total Cost 26,042.00

F2=Key Scr F3=Exit F11=Grant F23=Bid F22=Hist F24=More

Deduct 1 month depreciation

0. c
6,449.21 +
-
6,201.20 6+



MANHEIM MARKET REPORT January 28, 2020 US Edition

2013 FORD F150 4WD V8 FFV CREW CAB 5.0L XL

MMR

BASE
\$12,200

Avg Odo (mi) | Avg Cond
96,113 | **2.4**

Typical Range
\$8,550 - \$15,850

ADJUSTMENTS

Odometer
 148,000 mi | -\$4,300

Region
 Midwest | -\$230

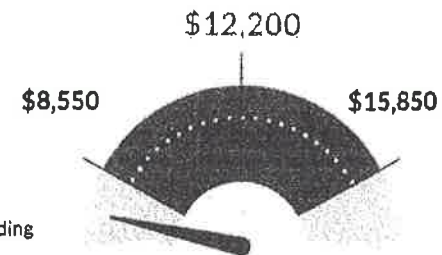
AutoGrade
 1.5 | -\$910

Ext Color
 White | \$0

Numbers may not add exactly due to rounding

ADJUSTED

\$6,750 ▼



▼ Transactions Showing 6 of 6

Filter Export

| Date ▼ | Price | Odo (mi) | Cond | Eng/T | Ext Color | Type | Region | Auction |
|----------|----------|----------|------|-------|-----------|---------|------------|---------------------|
| 1/25/20 | \$12,200 | 96,889 | -- | 8G/- | White | Lease | -- | myCentralAuction |
| 1/16/20 | \$15,500 | 78,717 | 3.1 | 6GT/A | White | Regular | West Coast | Southern California |
| 1/14/20 | \$8,900 | 121,871 | 3.6 | 8G/A | Gold | Lease | Southeast | Mississippi |
| 1/2/20 | \$12,500 | 78,613 | 1.3 | 6GT/A | White | Regular | West Coast | Southern California |
| 12/17/19 | \$17,200 | 32,081 | -- | 8G/A | White | Regular | Southeast | Georgia |
| 12/11/19 | \$7,750 | 168,505 | 1.7 | 8ET/A | White | Lease | Southwest | New Mexico |

Showing 6 of 6
 Condition Reports from AutoGrade

Historical Average

| Past 30 Days | 6 Months Ago | Last Year |
|--------------|--------------|------------|
| \$12,300 | \$13,100 | \$9,325 |
| 94,023 mi | 106,257 mi | 162,118 mi |

Projected Average

Next Month
\$12,200

174 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 20

County of Boone

} es.

In the County Commission of said county, on the

7th

day of

April

20 20

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Sheriff's Department to establish a budget for insurance proceeds and to replace equipment and vehicle tag #20114 that was totaled in an accident in January 2020.

| Department | Account | Department Name | Account Name | Decrease \$ | Increase \$ |
|------------|---------|---------------------------------|-------------------------|-------------|-------------|
| 2900 | 86800 | LE Sales Tax Sheriff Operations | Emergency | 20,700 | |
| 2901 | 3946 | " | Insurance Proceeds | | 12,343 |
| 2901 | 23860 | " | Minor Vehicle Equipment | | 2,569 |
| 2901 | 602500 | " | Vehicle Installation | | 2,150 |
| 2901 | 92400 | " | Repl. Vehicles | | 35,105 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | 20,700 | 52,167 |

Done this 7th day of April 2020.

ATTEST:

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

DKB

Daniel Atwill

Daniel K. Atwill
 Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

**Vehicle Expense/Revenue Worksheet
2017VEHCM01**

Internal Claim #: 2020VEHCM01
 MOPERM Claim #: AP20-44906
 Incident Claim #:
 Liability Claim:
 Loss Date: 1/13/2020
 Loss Time: 11:46 PM
 Deductible: \$1,000
 Comments: Totaled vehicle.

Employee Involved: Justin Ludwig
 Department: 1251
 VIN: 1FM5K8AR8GGC91834
 Asset Tag #: 20114
 Vehicle: 2016 Ford Explorer
 Description: Vehicle hit by intoxicated driver

Accounts Payable

| Invoice Date | Vendor Name | Vendor # | Department | Account | Amount paid | Cumulative Paid | AP Date | Acct 71016 | AP # | Notes |
|--------------|-----------------------|----------|------------|---------|-------------|-----------------|---------|------------|----------|--------|
| 1/14/2020 | ATR Towing & Recovery | 15596 | 1195 | 71016 | \$148.40 | \$ 148.40 | | YES | 2020-250 | Towing |
| 1/13/2020 | A1 Mobile Lock & Key | 15100 | 1195 | 71016 | \$ 195.00 | \$ 343.40 | | YES | 2020-755 | Re-Key |
| | | | | | | \$ 343.40 | | YES | | |
| | | | | | | \$ 343.40 | | YES | | |
| | | | | | | \$ 343.40 | | YES | | |

Accounts Receivable

| Receipt Date | Received From | Check # | Dept | Account | Amount received | Cumulative Rc'd | | Receipt # | Notes |
|--------------|---------------|---------|------|---------|-----------------|-----------------|--|-----------|-------|
| 3/11/2020 | MOPERM | 28215 | 2901 | 3946 | \$ 12,343.92 | \$ 12,343.92 | | | |
| | | | | | | \$ 12,343.92 | | | |
| | | | | | | \$ 12,343.92 | | | |
| | | | | | | \$ 12,343.92 | | | |
| | | | | | | \$ 12,343.92 | | | |
| | | | | | Difference | \$ (12,000.52) | | | |

SUBLSCR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN 3/13/20 13:25:53
 Year: 2020 Original Appropriation: 428,426.00
 Dept: 2901 SHERIFF OPERATIONS-LE SALES TX Revisions: 428,426.00
 Acct: 92400 REPLCMENT AUTOZTRUCKS Original + Revisions: 421,603.00
 Fund: 290 LAW ENFORCEMENT SERVICES FUND Encumbrances: 421,603.00
 Class/Account: A ACCOUNT Actual To Date: 421,603.00
 Account Type: E EXPENSE Remaining Balance: 6,823.00
 Normal Balance: D DEBIT Shadow Balance: 6,823.00

Expenditures by Period

| | | | |
|----------|-------|-----------|-------|
| January | _____ | July | _____ |
| February | _____ | August | _____ |
| March | _____ | September | _____ |
| April | _____ | October | _____ |
| May | _____ | November | _____ |
| June | _____ | December | _____ |

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

Budget
 Sources 12,343.00 +
 6,823.00 +
 20,700.00 +
 39,866.00 G+
 39,866.00 +
 Expenses 2,569.00 -
 2,150.00 -
 35,155.00 -
 Rounding 42.00 G+

SUBLSUB BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN 3/13/20 13:23:00
 Year: 2020 Estimated Revenue: _____
 Dept: 2901 SHERIFF OPERATIONS-LE SALES TX Revisions: _____
 Acct: 3946 INS PROCEEDS-CAP ASSET RETIRED Original + Revisions: _____
 Fund: 290 LAW ENFORCEMENT SERVICES FUND Revenues: 12,343.92

Class/Account: A ACCOUNT Actual To Date: 12,343.92
 Account Type: R REVENUE Remaining Balance: 12,343.92
 Normal Balance: C CREDIT

Transaction Code: _____ Effective Date: _____ Process Date: _____
 Code: Effective Description Orig Document Amount
 30 3/12/2020 2020VEHCM01-44906 2020 922 12,343.92

Bottom

F2=Key Scr F3=Exit F6=Prd Breakdowns F7=Trans F8=View Doc

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

December 11, 2019

State Contract # CC200475003

Boone County

Subject: Joe Machens Proposal on a **2020 Ford Police Interceptor Utility AWD**

To: Whom it May Concern;

As per the requested quote on a 2020 Ford Police Interceptor Utility, Joe Machens Ford proposes the following. The Ford PI Utility includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below.

Price – Line Item / Dealer Code - Option

\$34,833 – Line 16 / 25 / K8A – PI Utility All wheel drive (incl Prep Cost)
\$N/C – 99B / 44U – 3.3L V6 (Non-turbo / Non-hybrid)

Included Standard Options (incl in price above)

| | |
|--|---|
| \$N/C – 16C – 1st & 2nd Row Carpet Flooring | \$N/C – 76D – Underbody Deflector Plate |
| \$N/C – 17T – Cargo Dome Lamp - Red/White | \$N/C – 76R – Reverse Sensing |
| \$N/C – 18D – Global Lock / Unlock feature | \$N/C – 86T – Tail Lamp / PI Housing Only |
| \$N/C – 43D – Dark Car Feature | \$N/C – STD – Front Headlamp/PI Housing Only |
| \$N/C – 47A – Police Engine Idle feature | \$N/C – STD – Class III Trailer Tow Receiver |
| \$N/C – 51R – Spot Lamp Driver Side (LED) | \$N/C – STD – Remappable switches steer. wheel |
| \$N/C – 549 – Heated Mirrors | \$N/C – STD – Rear Camera, in Center Stack |
| \$N/C – 55F – Remote Keyless Entry Key Fob | \$N/C – STD – Bluetooth (SYNC) |
| \$N/C – 60A – Pre-Wiring grille, siren, speaker | \$N/C – STD – Interceptor Badge |
| \$N/C – 60R – Radio Noise Suppression Bonds | \$N/C – F6 – Rear Cloth Seat |
| \$N/C – 65L – 18" Full Wheel Covers | |

Deleted Standard Options (included in Total price below)

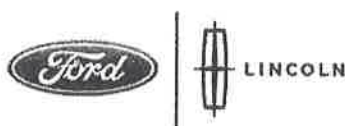
~~(-\$20) – (-16C) – 1st & 2nd Row Carpet Flooring DELETE, replaced with Vinyl~~
~~(-\$240) – (-51R) – Spot Lamp Driver Side (LED) DELETE~~
~~(-\$20) – (-65L) – 18" Full Wheel Covers DELETE, replaced with black wheels / 5" chrome center caps~~

Added Optional equipment (included in Total price below)

\$399 – 51T – Spot Lamp Driver Side by Whelen (LED)
\$0 – 48 / 16D – Interceptor Badge Delete
\$153 – 48 / 52P – Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows)
\$114 – 48 / 593 – Perimeter Anti-Theft Alarm• Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn (Requires Keyless-Entry Key Fob (55F))
\$0 – 48 / 85S – Rear Center Seat Delete• Deletes the center section of the 2nd row seat (Includes molded trim floor panel in lieu of center seat section)
\$42 – 48 / 85R – Rear Console Plate
\$180 – 24 / 52T – Trailer Tow Lighting Pkg
\$55 – 48 / 61B – OBD-II Split Connector – Allows 2 devices to be connected to the vehicle's OBD-II port
\$49 – 48 / 59? – Fleet Keyed Alike (Not fobbed alike)
\$N/C – TBD – Exterior Color: TBD
~~(-\$40) – (-F6) – Rear Cloth Seat DELETE, replaced with Rear Vinyl Seat (96)~~
~~(-\$400) – Line 48 / JMF – Local Discount~~
\$0 – Delivery per vehicle

Total

\$35,105 per vehicle (std configuration)
\$35,705 per vehicle (incl...\$600 – 20 / 17A – Rear Auxiliary Air)



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Joe Machens Ford appreciates your business and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-445-4411, ksells@machens.com



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~~**\$N/C** – STD – Bluetooth (SYNC)~~

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Deleted Standard Options (included in Total price below)

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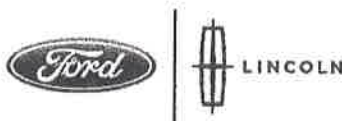
~~**(-\$400)** – Line 48 / JMF – Local Discount~~

\$0 – Delivery per vehicle

Total

\$35,105 per vehicle (std configuration)

\$35,705 per vehicle (incl... \$600 – 20 / 17A – Rear Auxiliary Air)



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Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-445-4411, ksells@machens.com



Estimate

911 Custom

911 Custom
 6970 W 152nd Ter
 Overland Park, KS 66223
 Phone: 913-390-8540
 Email: sales@911custom.com

| Order # | Date |
|---------|------------|
| 40364 | 02/18/2020 |



| |
|---|
| Bill To: |
| Boone County S.O. - MO Boone County Sheriff 2121 County Dr. Columbia, MO 65202 |

| |
|--|
| Ship To: |
| Boone County S.O. - MO Dave Alexander 2121 County Dr Columbia, MO 65202 |

Customer: Boone County SO - MO

Contact: Boone County S.O. - MO
 PO Number: 20114 REPLACEMENT

| Sales Rep | Payment Terms | FOB Point | Carrier | Ship Service | Date Scheduled |
|-----------|---------------|-----------|---------|--------------|----------------|
| Kevin | Net 30 | Origin | UPS | | 02/17/2020 |

| Item # | Type | Number / Description | Unit Price | Qty Ordered | Total Price |
|--------|-----------|---|------------|-------------|-------------|
| 1 | Sale | H-C-HDM-1006 - 2020 Ford Police Interceptor Utility Heavy-Duty Mount | \$90.38 | 1.00 ea | \$ 90.38 |
| 2 | Sale | H-C-VS-0618-INUT - Ford Interceptor Utility 2020 Specific Flat Console FACEPLATES: EB30-XTL-1PA (2), EB15-HLN-1P (2), FP-05 (2), FP-1 (2), FP-15 (2), FP-3 (3) | \$350.52 | 1.00 ea | \$ 350.52 |
| 3 | Sale | W-STPKT105 - LIGHTBAR STRAP KIT UTILITY 2020 | \$56.05 | 1.00 ea | \$ 56.05 |
| 4 | Sale | W-SAK66P - SA-315 MT KIT EXPLORER PASS | \$24.19 | 1.00 ea | \$ 24.19 |
| 5 | Sale | W-SAK66D - SA-315 MT KIT EXPLORER DRVR | \$24.19 | 1.00 ea | \$ 24.19 |
| 6 | Sale | RB-TSH-BOONECP-001 - BOONE COUNTY CRADLE POINT ANTENNA KIT | \$286.17 | 1.00 ea | \$ 286.17 |
| 7 | Sale | RB-SH-BOONEL3-001 - BOONE COUNTY L3 ANTENNA KIT | \$177.69 | 1.00 ea | \$ 177.69 |
| 8 | Sale | W-01-0419263-00 - HOWLER KIT, SPEAKER MTG 2020 UTILITY | \$72.57 | 1.00 ea | \$ 72.57 |
| 9 | Sale | P-TK47UIN20A - TRANSFER KIT UTILITY 20 | \$181.47 | 1.00 ea | \$ 181.47 |
| 10 | Sale | P-RP47UIN20 - Recessed Panel Utility 2020 | \$74.52 | 1.00 ea | \$ 74.52 |
| 11 | Sale | P-SP47BS20 - Lower Extension Panel Utility 2020 | \$58.65 | 1.00 ea | \$ 58.65 |
| 12 | Drop Ship | P-S4705UIN20 - Rear Transport Seats and Floor Pans - Charcoal Grey ABS, Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier & Seat Mounting Kit | \$947.97 | 1.00 ea | \$ 947.97 |
| 13 | Shipping | Shipping and Handling - Shipping and Handling | \$225.00 | 1.00 ea | \$ 225.00 |
| 14 | Sale | Labor - Installation - 911 Custom - Installation Services | \$2,150.00 | 1.00 hr | \$ 2,150.00 |
| 15 | Sale | MP-WIREPACK - Wiring Pack for Installations | \$0.00 | 1.00 ea | \$ 0.00 |

Estimate

911 Custom

911 Custom
6970 W 152nd Ter
Overland Park, KS 66223
Phone: 913-390-8540
Email: sales@911custom.com

| Order # | Date |
|---------|------------|
| 40364 | 02/18/2020 |



| | |
|---------------------|------------|
| Subtotal: | \$4,719.37 |
| Sales Tax: | \$0.00 |
| Total: | \$4,719.37 |
| Paid: | \$0.00 |
| Balance Due: | \$4,719.37 |

Approval: _____ Date: _____

175-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} es.

April Session of the April Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

7th

day of

April

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to the Boone County and City of Columbia Road Maintenance Agreement for Road Maintenance Responsibilities.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 7th day of April 2020.

ATTEST:

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

Daniel Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Introduced by Trecco

First Reading 3-2-20

Second Reading 3-16-20

Ordinance No. 024185

Council Bill No. B 49-20

AN ORDINANCE

authorizing Amendment No. 1 to the contract with Boone County, Missouri relating to ongoing maintenance responsibilities of roads along the geographic boundary of the Columbia city limits; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute Amendment No. 1 to the contract with Boone County, Missouri relating to ongoing maintenance responsibilities of roads along the geographic boundary of the Columbia city limits. The form and content of the contract shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 16th day of March, 2020.

ATTEST:



City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

**CONTRACT AMENDMENT #1
BOONE COUNTY AND CITY OF COLUMBIA
ROAD MAINTENANCE AGREEMENT**

Road Maintenance Responsibilities

THIS AGREEMENT is entered into by and between **Boone County, Missouri**, through its County Commission, a political subdivision of the State of Missouri (hereinafter "County"), and the **City of Columbia, Missouri**, a political subdivision of the State of Missouri (hereinafter "City") and is effective on the date of final execution as indicated below.

WHEREAS, County and City entered into a Road Maintenance Agreement approved by City of Columbia Ordinance 023682 on November 5, 2018 and Boone County Commission Order 502-2018 on November 13, 2018, and;

WHEREAS, the parties contemplated that the map incorporated into said Agreement would be updated to reflect changes in annexation, new road construction, and/or other factors which bear on the respective road maintenance responsibilities of the parties; and

WHEREAS, the parties desire to update the incorporated map by this Contract Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement, the parties agree to the following:

1. MAP: The attached map dated **November 26, 2019** shall update and replace the map dated October 23, 2017 in the original agreement.
2. OTHER PROVISIONS OF AGREEMENT UNCHANGED: Except as specifically amended above, all other terms, conditions, and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties, through their duly authorize representatives, have executed this agreement effective as of the date of the last party and execute the same.

Executed by Boone County this 7th day of April, 2020.

Executed by the City of Columbia this 20th day of March, 2020.

BOONE COUNTY, MISSOURI

By:

Daniel Atwill

Daniel Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon
Brianna L. Lennon, County Clerk

DKB

Approved:

Stan Shawver

Stan Shawver, Director of Resource Management

APPROVED AS TO FORM:

C.J. Dykhouse by AS

C.J. Dykhouse, County Counselor

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

June E. Pitchford
June E. Pitchford, County Auditor

4/1/2020
Date

CITY OF COLUMBIA, MISSOURI

PA ✓

By: John Glasscock
John Glasscock, City Manager

ATTEST:

Sheela Amin
Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such an appropriation sufficient to pay therefore.

Matthew R. [Signature] 3/18/20
Director of Finance Date

EXHIBIT

- Attach map created *November 26, 2019*, showing respective maintenance responsibilities.

Boone County & City of Columbia Road Maintenance Responsibility

Maintenance Responsibility
— Columbia
- - - - Boone County
— Other

Revision Date: 11/26/2019
0 0.5 1 M

Boone County
Resource Management
11/26/2019
COLUMBIA, MISSOURI
MISSOURI DEPARTMENT OF
TRANSPORTATION

