

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 19th day of December 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve an extension of the Stormwater Security Agreement and Erosion and Sediment Control Letter of Credit between the County of Boone and Fred Overton Development, Inc. for Ravenwood Plat 1.

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

Done this 19<sup>th</sup> day of December 2023.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

## EXTENSION AGREEMENT

THIS AGREEMENT, effective December 11, 2023, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 1, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 11, 2020, in the amount of \$165,650.63 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 11, 2023; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 11, 2024.

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

1. The Central Bank Letter of Credit dated December 11, 2020, in the amount of \$165,650.63, reduced to \$89,451.34, with an expiration date of December 11, 2023, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 11, 2020 Letter of Credit such that the new expiration date will be December 11, 2024.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

**CENTRAL BANK OF BOONE COUNTY:**

By:

  
Jaime Palmer, Assistant Vice President

**FRED OVERTON DEVELOPMENT INC.:**

By:

  
Fred Overton, Owner

**BOONE COUNTY:**

Department of Resource Management:

  
Bill Florea, Director Resource Management


County Commission:

  
Kip Kendrick, Presiding Commissioner

Attest:

  
Brianna L. Lennon, County Clerk

County Treasurer:

  
Jenna Redel, County Treasurer

Approved as to form:

  
Charles J. Dykhouse, County Counselor

593-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

December Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 22nd day of December 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve a reduction in the amount of \$76,199.99 of the Erosion and Sediment Control Letter of Credit and extension of the Stormwater Security Agreement and remaining \$89,451.34 of the Erosion and Sediment Control Letter of Credit between the County of Boone and Fred Overton Development, Inc.

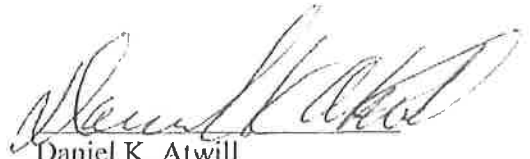
The terms of the Agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 22nd day of December 2022.

ATTEST:



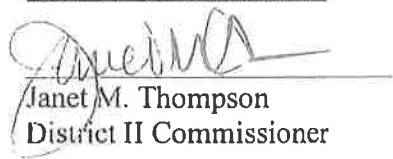
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner





# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730  
PHONE (573) 886-4330 FAX (573) 886-4340

BILL FLOREA, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

December 12, 2022

Central Bank of Boone County  
720 E. Broadway  
Columbia, MO 65201  
Attention: Jaime Palmer, Assistant Vice President

Re: Central Bank of Boone County Letter of Credit No.: 0126516-0699  
Dated: December 11, 2020  
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

Gentlemen:

This certificate authorizes reduction in the amount of \$76,199.29 of the above letter of credit. The remaining maximum available credit for this letter of credit is \$89,451.34.

BOONE COUNTY, MISSOURI


By: 

Daniel K. Atwill, Presiding Commissioner

APPROVED BY:

  
Bill Florea, Director, Resource Management

Attest:

  
Brianna L. Lennon, Boone County Clerk

Commission Order: 593-2022

**CENTRAL BANK OF BOONE COUNTY:**

By:

  
\_\_\_\_\_  
Jaime Palmer, Assistant Vice President

**FRED OVERTON DEVELOPMENT INC.:**

By:

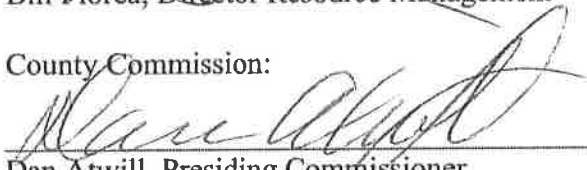
  
\_\_\_\_\_  
Fred Overton, Owner

**BOONE COUNTY:**

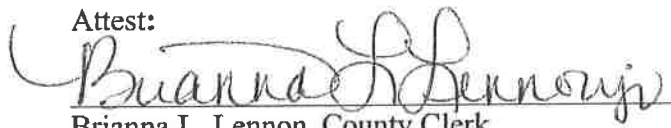
Department of Resource Management:

  
\_\_\_\_\_  
Bill Florea, Director Resource Management

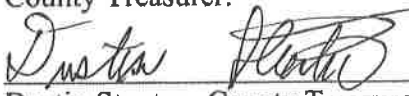
County Commission:

  
\_\_\_\_\_  
Dan Atwill, Presiding Commissioner

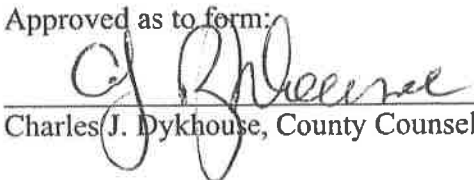
Attest:

  
\_\_\_\_\_  
Brianna L. Lennon, County Clerk

County Treasurer:

  
\_\_\_\_\_  
Dustin Stanton, County Treasurer

Approved as to form:

  
\_\_\_\_\_  
Charles J. Dykhouse, County Counselor

## EXTENSION AGREEMENT

THIS AGREEMENT, effective December 11, 2022, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 1, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 11, 2020, in the amount of \$165,650.63 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 11, 2022; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 11, 2023.

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

1. The Central Bank Letter of Credit dated December 11, 2020, in the amount of \$165,650.63, with an expiration date of December 11, 2022, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 11, 2020 Letter of Credit such that the new expiration date will be December 11, 2023.
3. The parties mutually agree to reduce the amount of the December 11, 2020 Letter of Credit from \$165,650.63 to \$89,451.34 in conjunction with the contemplated extension.
4. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
5. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

514 -2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

16th

day of December

20 21

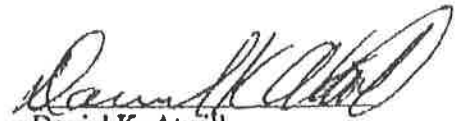
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Extension of the Stormwater Security Agreement and erosion and sediment control Irrevocable Letter of Credit between the County of Boone and Fred Overton Development Inc. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 16th day of December 2021.

ATTEST:

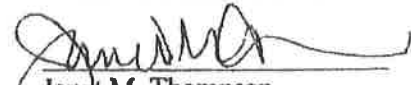
*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## EXTENSION AGREEMENT

THIS AGREEMENT, effective December 11, 2021, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat I, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 11, 2020, in the amount of \$165,650.63 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 11, 2021; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 11, 2022.

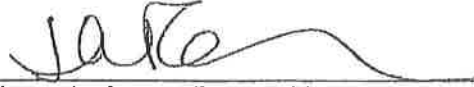
NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Central Bank Letter of Credit dated December 11, 2020, in the amount of \$165,650.63, with an expiration date of December 11, 2021, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 11, 2020 Letter of Credit such that the new expiration date will be December 11, 2022.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

**CENTRAL BANK OF BOONE COUNTY:**

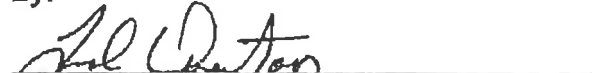
By:



Jaime Palmer, Assistant Vice President

**FRED OVERTON DEVELOPMENT INC.:**

By:

  
Fred Overton, Owner

**BOONE COUNTY:**

Department of Resource Management:

  
Bill Florea, Director Resource Management

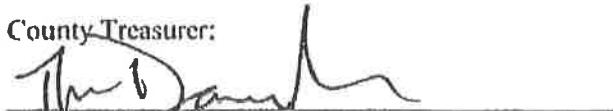
County Commission:

  
Dan Atwill, Presiding Commissioner

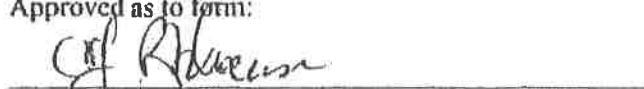
Attest:

  
Brianna L. Lennon, County Clerk

County Treasurer:

  
Tom Darrough, County Treasurer

Approved as to form:

  
Charles J. Dykhouse, County Counselor

596-2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the 17th day of December 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 Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between the County of Boone and Fred Overton Development, Inc. The terms of the agreement are stipulated in the attached security agreement.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement

Done this 17th day of December 2020.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

## **Stormwater Erosion and Sediment Control Security Agreement**

Date: December 9, 2020

Developer/Owner Name: Fred Overton Development Inc.  
Address: 2712 Chapel Wood View  
Columbia, MO 65201

Development: Ravenwood Plat 1

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Ravenwood Plat 1. The SWPPP and ESC plan was prepared by Crockett Engineering Consultants on November 24, 2020.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 9<sup>th</sup> day of December 2020, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$165,650.63, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:



- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Letter of Credit contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to December 9, 2020, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on December 9, 2020, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in

successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

**ACKNOWLEDGED AND AGREED TO:**

Developer/Owner:

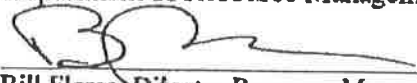
By: 

Printed Name: Fred Querton


Title: Pres.

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

  
Bill Florca, Director Resource Management

County Commissioner:

  
Daniel K. Atwill, Presiding Commissioner

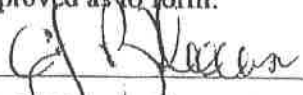
Attest:

  
Brianna L. Lennon, Boone County Clerk

County Treasurer

  
Tom Darrough, County Treasurer

Approved as to form:

  
C.J. Dykhouse, County Counselor



## Central Bank of Boone County

IRREVOCABLE LETTER OF CREDIT  
NO. 0126516-0699  
DATE: December 11, 2020

Amount: \$165,650.63

County of Boone  
Attn: Bill Florea, Director Resource Mgmt  
801 E Walnut St, Rm. 315  
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on **Central Bank of Boone County** for the account of Fred Overton Development, Inc., herein Developer/Owner, up to an aggregate amount of \$165,650.63, available by your drafts at sight. Your drafts must be accompanied by your invoice to Developer/Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under Central Bank of Boone County Letter of Credit #0126516-0699 Dated 12/11/20."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation, and delivery of documents as specified in Exhibit "A", if presented to this bank on or before December 11, 2020, provided further that upon such expiration, either at December 11, 2021, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Central Bank of Boone County** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in



substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By:   
Jaime Palmer, Assistant Vice President



# Central Bank of Boone County

Exhibit "A"  
To Letter of Credit  
Form of Certificate for Drawing

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

Central Bank of Boone County  
720 E. Broadway  
Columbia, MO 65201  
Attention: Jaime Palmer, Assistant Vice President

Re: **Central Bank of Boone County Letter of Credit No.: 0126516-0699**  
Dated: 12/11/2020  
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **Central Bank of Boone County** (the "Bank"), with reference to Irrevocable Letter of Credit No. 0126516-0699 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$\_\_\_\_\_ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # \_\_\_\_\_], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this \_\_\_\_\_ day of \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest

\_\_\_\_\_  
Bill Florea, Director Resource Management

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

Commission Order: \_\_\_\_\_



# Central Bank of Boone County

Exhibit "B"  
To Letter of Credit  
Form of Reduction Certificate

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

Central Bank of Boone County  
720 E. Broadway  
Columbia, MO 65201  
Attention: Jaime Palmer, Assistant Vice President

Re: **Central Bank of Boone County Letter of Credit No.: 0126516-0699**  
Dated: 12/11/2020  
In Favor of Boone County, Missouri on behalf of **Fred Overton Development, Inc.**

Gentlemen:

This certificate authorizes reduction in the amount of \$\_\_\_\_\_ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$\_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Bill Florea, Director, Planning & Building

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

Commission Order: \_\_\_\_\_

576-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 19th day of December 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve an extension of the Stormwater Security Agreement and Erosion and Sediment Control Letter of Credit between the County of Boone and Fred Overton Development, Inc. for Ravenwood Plat 2.


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

Done this 19<sup>th</sup> day of December 2023.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## EXTENSION AGREEMENT

THIS AGREEMENT, effective December 6, 2023, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 2, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 6, 2021, in the amount of \$72,586.41 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 6, 2023; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 6, 2024.

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

1. The Central Bank Letter of Credit dated December 6, 2021, in the amount of \$72,586.41, with an expiration date of December 6, 2023, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 6, 2021 Letter of Credit such that the new expiration date will be December 6, 2024.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.



**CENTRAL BANK OF BOONE COUNTY:**

By:



Jaime Palmer, ~~Assistant~~ Vice President

**FRED OVERTON DEVELOPMENT INC.:**

By:



Fred Overton, Owner

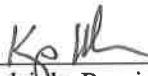
**BOONE COUNTY:**

Department of Resource Management:



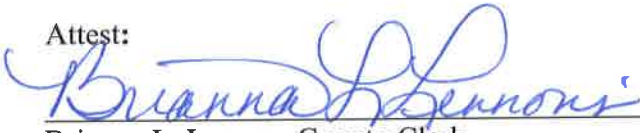
Bill Florea, Director Resource Management

County Commission:



Kip Kendrick, Presiding Commissioner

Attest:



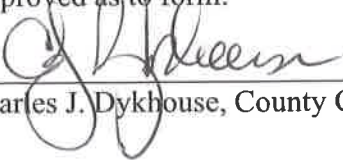
Brianna L. Lennon, County Clerk

County Treasurer:



Jenna Redel, County Treasurer

Approved as to form:



Charles J. Dykhouse, County Counselor

594-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 22nd day of December 20 22


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

Now on this day, the County Commission of the County of Boone does hereby approve an extension of the Stormwater Security Agreement and Erosion and Sediment Control Letter of Credit between the County of Boone and Fred Overton Development, Inc.


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


Done this 22nd day of December 2022.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## EXTENSION AGREEMENT

THIS AGREEMENT, effective December 6, 2022, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 2, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 6, 2021, in the amount of \$72,586.41 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 6, 2022; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 6, 2023.

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

1. The Central Bank Letter of Credit dated December 6, 2021, in the amount of \$72,586.41, with an expiration date of December 6, 2022, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 6, 2021 Letter of Credit such that the new expiration date will be December 6, 2023.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

**CENTRAL BANK OF BOONE COUNTY:**

By:



Jaime Palmer, Assistant Vice President

**FRED OVERTON DEVELOPMENT INC.:**


By:



Fred Overton, Owner

**BOONE COUNTY:**

Department of Resource Management:



Bill Florea, Director Resource Management

County Commission:



Dan Atwill, Presiding Commissioner

Attest:



Brianna L. Lennon, County Clerk

County Treasurer:



Tom Darrough, County Treasurer

Dustin Stanton

Approved as to form:



Charles J. Dykhouse, County Counselor

006 -2022

# CERTIFIED COPY OF ORDER

January Session of the ~~January~~ Adjoined

22

STATE OF MISSOURI

} ca.

Term. 20

County of Boone

4th

January

22

In the County Commission of said county, on the

day of

20

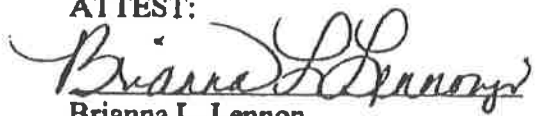
the following, among other proceedings, were had, viz:

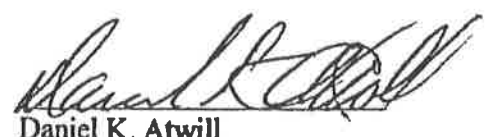
Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and erosion and sediment control Irrevocable Letter of Credit between the County of Boone and Fred Overton Development Inc.

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

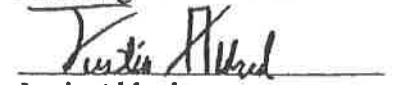
Done this 4<sup>th</sup> day of January 2022.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## **Stormwater Erosion and Sediment Control Security Agreement**

Date: November 16, 2021

Developer/Owner Name: Fred Overton Development Inc.  
Address: 2712 Chapel Wood View  
Columbia, MO 65201

Development: Ravenwood Plat 2

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Ravenwood Plat 2. The SWPPP and ESC plan was prepared by Crockett Engineering Consultants on June 25, 2021.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 26th day of October 2022, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$72,586.41, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri

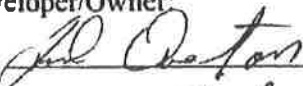
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Letter of Credit contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to October 26, 2022, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on October 26, 2022, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in

successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

**ACKNOWLEDGED AND AGREED TO:**

Developer/Owner:

By: 

Printed Name: Fred Eaton

Title: Pres

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

  
Bill Florea, Director Resource Management

County Commissioner:

  
Daniel K. Atwill, Presiding Commissioner

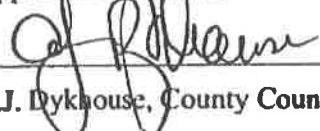
Attest:

  
Brianna L. Lennon, Boone County Clerk

County Treasurer

  
Tom Darrough, County Treasurer

Approved as to form:

  
C.J. Dykhouse, County Counselor





# Central Bank

IRREVOCABLE LETTER OF CREDIT

NO. 0126516-0899

DATE: December 6, 2021

Amount: \$72,586.41

County of Boone

Attn: Bill Florea, Director Resource Mgmt

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on **The Central Trust Bank d/b/a Central Bank of Boone County** for the account of Fred Overton Development, Inc., herein Developer/Owner, up to an aggregate amount of \$72,586.41, available by your drafts at sight. Your drafts must be accompanied by your invoice to Developer/Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **The Central Trust Bank d/b/a Central Bank of Boone County** Letter of Credit #0126516-0899 Dated 12/6/2021."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation, and delivery of documents as specified in Exhibit "A", if presented to this bank on or before December 6, 2022, provided further that upon such expiration, either at December 6, 2022, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **The Central Trust Bank d/b/a Central Bank of Boone County** within the 60-day period prior to the then-effective date of expiration of this letter of credit.



## Central Bank

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By:   
Jaime Palmer, Assistant Vice President



# Central Bank

Exhibit "A"  
To Letter of Credit  
Form of Certificate for Drawing

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

The Central Trust Bank d/b/a  
Central Bank of Boone County  
720 E. Broadway  
Columbia, MO 65201  
Attention: Jaime Palmer, Assistant Vice President

Re: **The Central Trust Bank d/b/a Central Bank of Boone County Letter  
of Credit No.: 0126516-0899**  
Dated: 12/6/2021  
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **The Central Trust Bank d/b/a Central Bank of Boone County** (the "Bank"), with reference to Irrevocable Letter of Credit No. **0126516-0899** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary,  
that

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$ \_\_\_\_\_ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # \_\_\_\_\_].  
Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this \_\_\_\_\_ day of \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest

\_\_\_\_\_  
Bill Florea, Director Resource Management

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

Commission Order: \_\_\_\_\_



# Central Bank

Exhibit "B"  
To Letter of Credit  
Form of Reduction Certificate

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

The Central Trust Bank d/b/a  
Central Bank of Boone County  
720 E. Broadway  
Columbia, MO 65201  
Attention: Jaime Palmer, Assistant Vice President

Re: **The Central Trust Bank d/b/a Central Bank of Boone County Letter of  
Credit No.: 0126516-0899  
Dated: 12/6/2021  
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.**

Gentlemen:

This certificate authorizes reduction in the amount of \$ \_\_\_\_\_ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$ \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest

\_\_\_\_\_  
Bill Florea, Director, Planning & Building

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

Commission Order: \_\_\_\_\_

577-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 23

County of Boone

} ea.

In the County Commission of said county, on the

19th

day of December

20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Performance Bond between the County of Boone and Papa Joe, LLC and Little Dixie Construction.

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

Done this 19<sup>th</sup> day of December 2023.

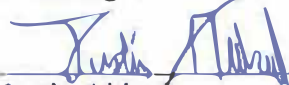
ATTEST:



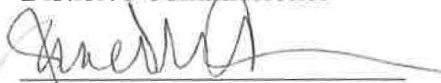
Brianna L. Lennon  
Clerk of the County Commission



Kip Kendrick  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## Stormwater Erosion and Sediment Control Security Agreement

Date: November 28, 2023

Developer/Owner Name: Papa Joe, LLC  
Address: 5706 Open Gate Dr.  
Columbia, MO 65203

Development: Atterberry Auctions

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Atterberry Auctions. The SWPPP and ESC was prepared by Crockett Engineering Consultants on November 2, 2023.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 16<sup>th</sup> day of November 2025, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$278,444.53, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:


- Corporate surety bond issued to Boone County

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to November 16, 2025, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Performance Bond can be released to Developer. If no written proof has been provided to the financial institution issuing Performance Bond that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on November 16, 2025, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Performance Bond to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in

successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

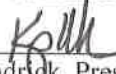
In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

**DEVELOPER/OWNER**  
By:   
Printed Name: Tim Elliott  
Title: Owner

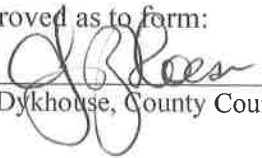
**BOONE COUNTY, MISSOURI:**

Department of Resource Management  
  
Bill Florea, Director Resource Management

County Commission:  
  
Kip Kendrick, Presiding Commissioner

Attest:  
  
Brianna L. Lennon, Boone County Clerk

County Treasurer  
  
Jenna Redel, County Treasurer

Approved as to form:  
  
C.J. Dykhouse, County Counselor



**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we,

Little Dixie Construction, 1431 Cinnamon Hill Lane, Suite 209, Columbia, Missouri 65201

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company, 175

Berkeley Street, Boston, Massachusetts 02116

a Corporation, organized under the laws of the State of Massachusetts

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Boone County, in the amount of \$ 278,444.53 Dollars, for the payment whereof Developer and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Developer has procured a Land Disturbance Permit 1549 from the County of Boone

PROJECT NAME: Atterberry Auctions  
Lots 402 & 403 Trade Winds Park Plat 4  
Columbia, MO 65201

and, as a condition of said Land Disturbance Permit has agreed to comply with the terms of the filed Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans, (ESC), and the provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the Boone County Commission in Commission Order 48-2010 on or about February 2, 2010, all of which is by reference made a part hereof, and is hereinafter referred to as the Stormwater Regulations.

NOW, THEREFORE, THE DONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform the project in compliance with said Stormwater Regulations, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Boone County may, in the event of a default, exercise its options herein as against surety to complete any required work to comply with the Stormwater Regulations within the time or within the manner as required by said regulations.

The Surety hereby waives notice of any alteration or extension of time made by Boone County.

Whenever Contractor shall be, and declared by Boone County to be, in default under the Stormwater Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Stormwater Regulations in accordance with their terms and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Stormwater Regulations in accordance with its terms and conditions, and upon determination by Boone County and Surety of the lowest responsible bidder, arrange for a Contract between

such bidder and Boone County, and make available as work progresses sufficient funds to pay the cost of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final construction activity contemplated under the Stormwater Regulations is completed on the subject site.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Boone County named herein or the heirs, executors, administrators, or successors of Boone County.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these present to be executed in tis name, and its corporate seal to be affixed by its Attorney-In-Fact at

Columbia, Missouri on this 28th day of November, 2023


Little Dixie Construction  
(Contractor)

(SEAL)

BY: 

Liberty Mutual Insurance Company  
(Surety Company)

(SEAL)

BY:   
Megan Shiveley (Attorney-in-Fact)

BY:   
(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Barry McGee  
Phone Number: (913) 319-7011  
Address: 10895 Lowell Ave, Ste 200  
Overland Park, KS 66210



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208199-674010

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Barb Henderson; Bethany Eaton; Cheryl Schaller; Eric Kaup; Megan Shiveley; Noe Garcia; Teresa M. Stephenson; Timothy P. Eastin; Tracie Zacha

all of the city of Columbia state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of June, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY

On this 23rd day of June, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of November, 2023



By: Renee C. Llewellyn, Assistant Secretary

578 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 19th day of December 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve Term and Supply Contract C000704 (42-30NOV23) with Ed Miller Auto Supply, Inc. for the purchase of shop fluids.

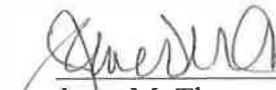
The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

Done this 19<sup>th</sup> day of December 2023.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

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

# Boone County Purchasing

Amy Gerskin  
Buyer



613 E. Ash St., Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Bid File – Award Recommendation  
FROM: Amy Gerskin, Buyer  
DATE: December 11, 2023  
RE: Request for Bid 42-30NOV23 – Shop Fluids – Term and Supply

Request for Bid 42-30NOV23 – Shop Fluids – Term and Supply (County contract C000) closed on November 30, 2023. Three bid responses were received.

The recommendation for the award is to Ed Miller Auto Supply, Inc. for providing the products and specifications requested at the lowest pricing.

This is a Term and Supply contract for the Road and Bridge Department.

ATT Bid Award Recommendation Memo  
Bid Tabulation

cc: Bid File  
Purchasing Committee

**PURCHASE AGREEMENT  
FOR  
SHOP FLUIDS - TERM & SUPPLY**

**THIS AGREEMENT, C000704** dated the 19<sup>th</sup> day of December 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Ed Miller Auto Supply, Inc.**, herein "Contractor."


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

1. **Contract Documents** – This agreement shall consist of this Purchase Agreement, County of Boone Request for Bid for **Shop Fluids - Term & Supply**, bid number **42-30NOV23**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **November 17, 2023** and executed by **Mark Knowles** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification, and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of a conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchases Agreement, the Primary Specifications, Response Presentation, and Review, the unexecuted Response Form, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.
2. **Contract Duration** – This agreement shall commence on **January 1, 2024, and extend through June 30, 2024**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **five (5) additional six-month periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month-to-month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract before the expiration date after exercising diligent efforts to do so or not.
3. **Basic Services** – The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Shop Fluids and Petroleum Products**. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices outlined in the Contractor's bid response, as needed, and as ordered by the County.
4. **Delivery** – The contractor agrees to provide the items within 30 days after receipt of the order as specified and as agreed to in the bid specifications.
5. **Billing and Payment** – All billing shall be invoiced to Boone County Road and Bridge Department, 5551 Tom Bass Rd., Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges above the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event, that the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

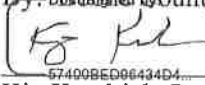
- 6. **Binding Effect** – This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. **Entire Agreement** – This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** – This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
  - b. The County may terminate this agreement if, in the opinion of the Boone County Commission, delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
  - c. Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days written notice to the contractor, or
  - d. If appropriations are not made available and budgeted for any calendar year.

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

ED MILLER AUTO SUPPLY, INC.

By:   
 19280014A5B143A...  
 Title Director

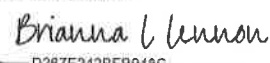
BOONE COUNTY, MISSOURI

By: Boone County Commission  
  
 574008ED06434D4...  
 Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

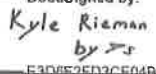

  
 7D71DEAE89D74DD...  
 CJ Dykhouse, County Counselor

ATTEST

Signed by:  
  
 D287E242BEB948C...  
 Brianna L. Lennon, County Clerk

**AUDITOR CERTIFICATION**

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

DocuSigned by:  by 	12/13/2023	2040 / 59050 Term and Supply
Signature	Date	Appropriation Account

579-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the

19th

day of December

20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the disposal of fixed asset 16236 for a 2007 Chevrolet Malibu.

Done this 19<sup>th</sup> day of December 2023.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*

Kip Kendrick  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner



# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



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

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

DATE: December 11, 2023

RE: Approval of Vehicle Surplus Disposal

Following is a Prosecuting Attorney's office vehicle that has been wrecked. Stacy Bond, Risk Management Specialist, Human Resources requests approval for disposal so the title/vehicle can be turned over to insurance carrier.

Year	Description	Approximate Mileage	VIN #	Condition
2007	Chevrolet Malibu		1G1ZS57F87F277519 (County Asset 16236)	Totaled by insurance carrier.

cc: Disposal File;  
Tracy Skaggs, PA  
Robert Sapp, Road & Bridge  
Stacy Bond, HR  
Aaron Newgarten, Auditor

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/4/23

Fixed Asset Tag Number: 16236

Description of Asset: 2007 Chevy Malibu

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: surrender to Progressive-total loss due to damage 11/6/23

Other Information (Serial number, etc.): VIN 1G1ZS57F87F277519

Condition of Asset: Vehicle is total loss

Reason for Disposition: total loss; Progressive will take ownership of vehicle


Location of Asset and Desired Date for Removal to Storage: Vehicle located at Joe Machens East 573-442-4700. Will be picked up by Progressive as soon as personal items have been removed.

Was asset purchased with grant funding?  YES  NO

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

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

Dept Number & Name: Prosecutor's Office

Signature 

12/5/23

**To be Completed by: AUDITOR**

Original Acquisition Date 5-7-07

G/L Account for Proceeds 1190-3835

Original Acquisition Amount \$12,968

Original Funding Source 2731

Account Group 1605

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain surrender to Insurance carrier

Commission Order Number 579-2023

Date Approved 12/19/2023 signature 

580 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 23

County of Boone

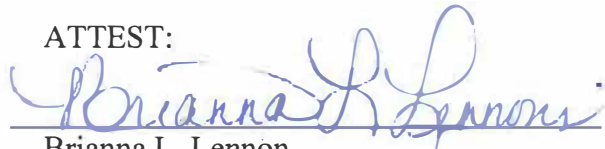
In the County Commission of said county, on the 19th day of December 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the disposal of fixed asset 12939 for a 2001 E350 Ford Club Wagon Van.

Done this 19<sup>th</sup> day of December 2023.

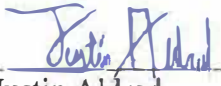
ATTEST:



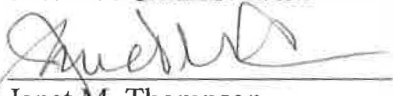
Brianna L. Lennon  
Clerk of the County Commission



Kip Kendrick  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**



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

**TO:** Boone County Commission

**FROM:** Melinda Bobbitt, CPPO, CPPB  
 Director of Purchasing

**DATE:** December 11, 2023

**RE:** Approval of Vehicle Surplus Disposal

Following is a Request for Disposal from the Juvenile Justice Center for a van that is no longer needed due to no longer transporting multiple residents to court appearances at the same time. Van will be sold through the Missouri Auto Auction.

Year	Description	Approximate Mileage	VIN #	Condition
2001	E350 Ford Club Wagon (van)		1FBSS31L91HB34753 (County Asset 12939)	fair

cc: Disposal File;  
 Tara Eppy, JJC  
 Robert Sapp, Road & Bridge  
 Stacy Bond, HR  
 Aaron Neugarten, Auditor

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

Complete, sign, and return to Auditor's Office

RECEIVED

NOV 30 2023

BOONE COUNTY  
AUDITOR

Date: 11/29/2023

Fixed Asset Tag Number: 12939

Description of Asset: 2001 E350 Ford Club Wagon (Van)

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

Other Information (Serial number, etc.): 1FBSS31L91HB34753

Condition of Asset: Fair

Reason for Disposition: RLPJJC no longer transport multiple residents to court appearances at the same time.

Location of Asset and Desired Date for Removal to Storage: RLPJJC      ASAP

Was asset purchased with grant funding?  YES  NO

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

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

Dept Number & Name: 1242 - RLPJJC

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date 5-3-01

G/L Account for Proceeds 1190-3835

Original Acquisition Amount \$22,144

Original Funding Source 2744

Account Group 1605

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer      Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade       Auction       Sealed Bids

Other      Explain \_\_\_\_\_

Commission Order Number 580-2023

Date Approved 12/19/2023

Signature 



**MISSOURI DEPARTMENT OF PUBLIC SAFETY  
DPS GRANTS**

**EQUIPMENT DISPOSITION/TRANSFER  
REQUEST FORM**

P.O. Box 749  
Jefferson City, MO 65102  
Telephone: (573) 526-9020  
Fax: (573) 526-9012

**Purpose of Disposition of Equipment/Property:** When original or replacement equipment acquired with Federal funds is no longer needed for the original project or program, the equipment may be retained, sold, or disposed, if not needed in any other federally sponsored program. This form may be utilized to request to remove an equipment item from the inventory:

- 1) The subrecipient must obtain written (email) approval from the DPS prior to disposing of any equipment purchased with Federal funds.
  - a. Equipment with the per item fair market value of less than \$5,000.00 may be retained, sold, or disposed with no further obligation to the awarding agency.
  - b. Equipment with a per item fair market value of \$5,000.00 or more may be retained or sold. If sold, the awarding agency (DPS) shall have a right to the fair market value proceeds from the sale of the equipment.
  - c. See 2 CFR 200.313 Equipment and other capital expenditures, and the Missouri Office of Homeland Security, Division of Grants, Local and State Assistance Administrative Guide for Homeland Security Grants.
- 2) This form along with the approval will need to be maintained in the subrecipient grant files.
- 3) If requesting disposition of multiple equipment items at one time you may attach a spreadsheet that includes all if the information below. Also select, See attached

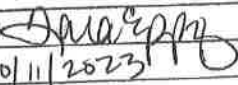
Requestor Name: Tara Eppy			
Title: Superintendent			
Agency: Previous Name: Boone County Juvenile Justice Center Current Name: Robert L. Perry Juvenile Justice Center			
Phone Number: 573-886-4450			
Email Address: Tara.Eppy@courts.mo.gov			
Signature: <i>Tara Eppy</i>			
Date: 10/11/2023			
EQUIPMENT DETAIL			
Region:	Missouri	County:	Boone County
Fiscal Year Purchased:	2001	Grant Program:	DPS.JAIB
Title Holder Agency:	County of Boone	Equipment Location:	5665 N Roger Wilson Dr Columbia, MO
Equipment Description:	2001 E350 Van	Manufacturer and Model:	Ford Club Wagon
Identification Number/Serial Number:	1FBSS31L91HB34753	Quantity:	1
Acquisition Cost:	\$22,644.00	Acquisition Date:	4/20/2001
Current Market Value:	Boone County = \$4,428.00 Kelly Blue Book = \$8,000	% of Federal funds used in acquisition:	98%
Requested Method of Disposition:	Selling		

Reason for Retirement: (Check appropriate box and note comments below)	<input type="checkbox"/>	Expired (past useful shelf life)	<input type="checkbox"/>	Missing or lost
	<input checked="" type="checkbox"/>	Obsolete (not in use)	<input type="checkbox"/>	Replaced (list new description, model, & serial number in comments box)
	<input type="checkbox"/>	Disposed or discarded	<input type="checkbox"/>	Stolen
	<input type="checkbox"/>	Damaged or destroyed	<input type="checkbox"/>	Other
	<input type="checkbox"/>	Transfer (Please fill out the information boxes below.)		
Comments	JJC no longer transport multiple residents to court appearances at the same time.			
Fire Equipment Transfer	<input type="checkbox"/> Selection of this box certifies that a Donated Equipment Application has been approved. For a transfer of equipment from a Fire Department/District, a Donated Equipment Application must be completed prior to transferring the equipment. The application can be found at: <a href="https://dfs.dps.mo.gov/programs/resources/donated-equipment.php">https://dfs.dps.mo.gov/programs/resources/donated-equipment.php</a> . The Division of Fire Safety is bound by state statute to approve the donation of all equipment from one fire department to another, Section 320.091 RSMo.			

**Transfer Information:**

New Agency Name:	
New Contact Name:	
New Location:	
New Contact Phone Number:	New Contact Email:

**RESPONSIBLE AUTHORIZED OFFICIAL**

Name:	Tara Eppy
Title:	Superintendent
Phone Number:	573-886-4450
Email Address:	Tara.Eppy@courts.mo.gov
Signature:	
Date:	10/11/2023

DPS Approval *See Attached*

Name:
Title:
Phone Number:
Email Address:
Signature:
Date:



**RE: DPS.JAIBG Grant**

**Parks, Michelle** to: Thompson, Cathy

11/07/2023 03:15 PM

Cc "Brittney.Bailey@courts.mo.gov"

Sender	Date	Subject

Cathy-  
I apologize for the delay in my response. The form you provided was for the Missouri Office of Homeland Security, Division of Grants. We do not utilize this form.

As previously discussed, the limitation on time for the Van purchase has expired. You may sell the vehicle without any additional requirements from DPS, Office for Victims of Crime, JAIBG grant funds.

If you have additional questions, please let me know.

Thank you,

Michelle Parks  
Senior Program Specialist | Office for Victims of Crime  
Missouri Dept. of Public Safety | Office of the Director  
P.O. Box 749 | Jefferson City, MO 65102  
phone: 573-751-5954

How are we doing? Please let us know here!

-----Original Message-----

From: Cathy.Thompson@courts.mo.gov <Cathy.Thompson@courts.mo.gov>  
Sent: Wednesday, October 11, 2023 8:58 AM  
To: Parks, Michelle <Michelle.Parks@dps.mo.gov>  
Cc: Brittney.Bailey@courts.mo.gov  
Subject: RE: DPS.JAIBG Grant

Attached is the equipment disposition form for your review and signature.

(See attached file: Equipment Disposition Request Form 10.11.2023  
(Van).pdf)

If you have any questions, please let us know.

Thank you



581 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 19th day of December 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract Amendment #1 to C000536 (28-29JUN22) – CASA Child Advocacy with Heart of Missouri CASA to renew the contract for another year for a total not to exceed \$242,127.75.

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

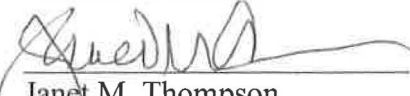
Done this 19<sup>th</sup> day of December 2023.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: November 20, 2023  
RE: Amendment #1 to contract C000536 (bid 28-29JUN22) – *CASA Child Advocacy* with Heart of Missouri CASA

Attached for signature is contract amendment #1 to contract C000536 for bid 28-29JUN22 – *CASA Child Advocacy* with Heart of Missouri CASA.

This amendment renews the contract for the period January 1, 2024 through December 31, 2024. It adds the following renewal amounts:

Best Practices Training: 45 units @ \$507 / individual (\$22,815)  
Case Management: 17,201 units @ \$12.75 / 15 minutes (\$219,312.75)  
For a total not to exceed \$242,127.75

Heart of Missouri CASA provides child advocacy services for children involved in abuse and neglect court cases. Services are provided by trained volunteers to help find safe, permanent homes for children who have been abused or neglected.

Invoices will be paid from department 2162 – CSF Program Funding, account 71106 - Contracted Services. \$13,500,000.00 is budgeted for 2024.

cc: Contract File



**AGREEMENT FOR PURCHASE OF SERVICES**  
**Contract Amendment Number One**  
**CASA Child Advocacy**

Now on this day, dated the 19th day of December, 2023, Boone County Contract # **C000536 (bid #28-29JUN22)** made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children’s Services Board and Heart of Missouri CASA, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Combine ‘Professional Coaching’ and ‘Advocacy’ into one program service titled ‘Case Management’ with a unit measure of ‘15 minutes’ and a unit rate of \$12.75 beginning January 1, 2024.
- 2) Renew the CASA Child Advocacy contract for one-year beginning January 1, 2024 through December 31, 2024 with the following service outputs:
  - a. Renew 45 units of ‘Best Practices Training’ at \$507.00 per individual for a total not to exceed amount of \$22,815.00.
  - b. Renew 17,201 units of ‘Case Management’ at \$12.75 per 15 minutes for a total not to exceed amount of \$219,312.75.
- 3) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**Heart of Missouri CASA**

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Signature

Kelly Hill, Executive  
 Director  
 By: \_\_\_\_\_  
 Printed Name/Title

**Boone County, Missouri**

By: Boone County Purchasing Director

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Kip Kendrick, Presiding Commissioner

By: Boone County Children’s Services Board

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Leigh Spence, Board Chair

APPROVED AS TO FORM:

DocuSigned by:  
*CJ Dykhouse*  
7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

ATTEST:

DocuSigned by:  
*Brianna L Lennon*  
D267E242BFB948C...

Brianna L. Lennon, County Clerk

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

DocuSigned by:  
*Nyle Rivan*  
by *J*  
8C24BD84EE7A483...

11/29/2023

**(2162/71106/\$242,127.75)**

Signature

Date

Appropriation Account



POLICY NUMBER: PHPK2606602

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# CERTIFIED COPY OF ORDER

582 -2023

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 19th day of December 20 23


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

Now on this day, the County Commission of the County of Boone does hereby approve Contract Amendment #1 to Contract C000544 (bid # 28-29JUN22) – MU PSC – Heriford House Stronger Youth Project: Using Evidence-Based and Culturally-Informed Intervention to Improve Outcomes for Justice-Involved and At-Risk Youth with The Curators of the University of Missouri (on behalf of Debora Bell, Ph.D. and the Psychological Services Clinic) to renew the Contract for fiscal year 2024 for \$423,634.60.

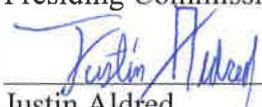
The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

Done this 19<sup>th</sup> day of December 2023.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** November 29, 2023  
**RE:** Amendment #1 to contract C000544 (bid # 28-29JUN22) – MU PSC – Heriford House Stronger Youth Project: Using Evidence-Based and Culturally-Informed Intervention to Improve Outcomes for Justice-Involved and At-Risk Youth with The Curators of the University of Missouri (on behalf of Debora Bell, Ph.D. and the Psychological Services Clinic)

Attached for signature is Contract Amendment #1 to contract C000544 (bid # 28-29JUN22) – MU PSC – Heriford House Stronger Youth Project: Using Evidence-Based and Culturally-Informed Intervention to Improve Outcomes for Justice-Involved and At-Risk Youth with The Curators of the University of Missouri (on behalf of Debora Bell, Ph.D. and the Psychological Services Clinic).

This amendment renews the contract for the period January 1, 2024 through December 31, 2024. It adds a renewal amount of \$423,634.60.

The Psychological Services Clinic works with The Heriford House to deliver Multisystemic Therapy (MST) and a Racial Healing therapy group for youth at-risk or involved with the juvenile justice system.

Invoices will be paid from department 2162 – CSF Program Funding, account 71106 - Contracted Services. \$13,500,000.00 is budgeted for 2024.

cc: Contract File



**AGREEMENT FOR PURCHASE OF SERVICES****Contract Amendment Number One****MU PSC – Heriford House Stronger Youth Project: Using Evidence-Based and Culturally-Informed Intervention to Improve Outcomes for Justice-Involved and At-Risk Youth**

---

Now on this day, dated the 19th day of December, 2023, Boone County Contract # **C000544** (bid # 28-29JUN22) made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board and The Curators of the University of Missouri (on behalf of Debora Bell, Ph.D. and the Psychological Services Clinic), for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Adjust the unit rates following program services beginning January 1, 2024 through December 31, 2024:
  - a. Change the unit rate for Family Therapy from \$49.10 per 15 minutes/family to \$51.56 per 15 minutes/family.
  - b. Change the unit rate for Clinical Case Management from \$22.88 per 15 minutes to \$24.02 per 15 minutes.
  - c. Change the unit rate for Crisis Intervention from \$28.62 per 15 minutes to \$30.05 per 15 minutes.
- 2) Renew the MU PSC – Heriford House Strong Youth Project: Using Evidence-Based and Culturally-Informed Intervention to Improve Outcomes for Justice-Involved and At-Risk Youth contract for one-year beginning January 1, 2024 through December 31, 2024 with the following service outputs:
  - a. Renew 6,785 units of Family Therapy at \$51.56 per 15 minutes/individual for a total not to exceed amount of \$349,834.60.
  - b. Renew 960 units of Clinical Case Management at \$24.02 per 15 minutes for a total not to exceed amount of \$23,059.20.
  - c. Renew 480 units of Crisis Intervention at \$30.05 per 15 minutes for a total not to exceed amount of \$14,424.00.
  - d. Renew 20 units of Evidence-Based Practices Training at \$400.00 per individual for a total not to exceed amount of \$8,000.00.
  - e. Renew 460 units of Group Therapy – Child at \$5.08 per 15 minutes/individual for a total not to exceed amount of \$2,336.80.
  - f. Renew 25,980 units of Medical Financial Assistance at \$1.00 per \$1.00 for a total not to exceed amount of \$25,980.00.
- 3) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**The Curators of the University of Missouri  
(on behalf of Debora Bell, Ph.D. and the  
Psychological Services Clinic)**

DocuSigned by:  
  
B9B5A8EC7FCE49E...  
By: \_\_\_\_\_  
Signature

C. Megan Faulkner/Pre-Award  
Submission Manager, Auth.  
By: \_\_\_\_\_  
Printed Name/Title

**Boone County, Missouri**

By: Boone County Purchasing Director

DocuSigned by:  
  
57400BED96434D4...  
\_\_\_\_\_  
Kip Kendrick, Presiding Commissioner

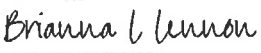
By: Boone County Children's Services Board

DocuSigned by:  
  
450A69A8325D4B3...  
\_\_\_\_\_  
Leigh Spence, Board Chair

APPROVED AS TO FORM:

DocuSigned by:  
  
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\_\_\_\_\_  
CJ Dykhouse, County Counselor

ATTEST:

DocuSigned by:  
  
D267E242BFB948C...  
\_\_\_\_\_  
Brianna Lennon, County Clerk

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

DocuSigned by:  
  
8C24BD84EE7A483...  
Signature \_\_\_\_\_ Date 12/14/2023 Appropriation Account (2162/71106/\$423,634.60)

583-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the

19th

day of

December

20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract Amendment #5 to Contract C000123: 19-02MAY19 – FACE with The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute) to renew the contract for fiscal year 2024 for \$3,600,801.38.

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

Done this 19<sup>th</sup> day of December 2023.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Jane M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** November 29, 2023  
**RE:** Amendment #5 to contract C000123: *19-02MAY19 – FACE* with The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute)

Attached for signature is contract amendment #5 to contract C000123 for bid *19-02MAY19 - FACE* with The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute).

This amendment renews the contract for the period January 1, 2024 through December 31, 2024. It adds a renewal amount of \$3,600,801.38 for FACE.

This contract is for the *Family Access Center of Excellence (FACE)* of Boone County. FACE consists of two program branches: Community-Based Services and School-Based Services. This program helps Boone County families with a child between the ages of 0-19 to improve access to high quality mental health care.

Invoices will be paid from department 2162 – CSF Program Funding, account 71106 - Contracted Services. \$13,500,000.00 is budgeted for 2024.

cc: Contract File



**AGREEMENT FOR ACCESS TO SERVICES**  
**Contract Amendment Number Five**  
**Family Access Center for Excellence or FACE of Boone County**

Now on this day, December 19, 2023, Agreement #**C000123** for Access to Services, bid #**19-02MAY19** for the Boone County Children’s Services Fund dated December 31, 2019 made by and between Boone County, Missouri and The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute), for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

FACE of Boone County

- 1) This agreement shall commence on the date of January 1, 2024 and extend through December 31, 2024. This contract may be at the sole discretion of the Boone County Children’s Services Board (BCCSB) and with the agreement of FACE of Boone County be renewed for one-year period.
- 2) The total allowable compensation under this agreement shall not exceed \$3,600,801.38.

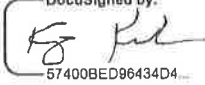
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.


**The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute)**

DocuSigned by:  
  
 B9B5A8EC7FCE49E...  
 By: \_\_\_\_\_  
 Signature

Jeremiah Lotven  
 Pre-Award Manager, SPA  
 By: \_\_\_\_\_  
 Printed Name/Title

**Boone County, Missouri**


By: Boone County Commission  
 DocuSigned by:  
  
 57400BED96434D4...  
 Kip Kendrick, Presiding Commissioner

By: Boone County Children’s Services Board  
 DocuSigned by:  
  
 450A59A8325D4B3...  
 Leigh Spence, Board Chair

**APPROVED AS TO FORM:**


DocuSigned by:  
  
 79748EAEB9D74DB...  
 CJ Dykhouse, County Counselor

**ATTEST:**

DocuSigned by:  
  
 D267E242BFB948C...  
 Brianna L. Lennon, County Clerk

**AUDITOR CERTIFICATION:**

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

DocuSigned by:  
  
 8C24BD94EE7A483...  
 Signature 12/14/2023 Date 2162 / 71106 / \$3,600,801.38 Appropriation Account  
 An Affirmative Action/Equal Opportunity Employer



## Proposed FACE Budget for 2024 Renewal

	2024 Proposed Budget	2023 Proposed Budget	% Change	Justifications
<b>Personnel Total</b>	\$ 2,185,281.64	\$ 2,050,663.21	6.56%	
Leadership Team	\$ 169,470.64	\$ 120,963.21	40.10%	Adding Dr. Andy Frey (SSW) to replace Dr. Peters on FACE leadership; Frey is an early childhood expert—all Pis reduced effort from 10 to 8% to keep the increase down.
Community-Based Services Personnel	\$ 720,345.00	\$ 688,100.00	4.69%	Market adjustments for salary increases
School-Based Services Personnel	\$ 1,291,466.00	\$ 1,235,100.00	4.56%	Market adjustments for salary increases
Data Manager	\$ 4,000.00	\$ 6,500.00	-38.46%	Effort delegated elsewhere
<b>Fringe Benefits Total</b>	\$ 786,701.39	\$ 784,378.68	0.30%	
<b>Operating Costs Total</b>	\$ 96,950.00	\$ 93,300.00	3.91%	
10,000 miles/year @ \$.55 for staff	\$ 14,000.00	\$ 12,000.00	16.67%	Fully staffed and increase in mileage rate
Rent	\$ 44,650.00	\$ 42,000.00	6.31%	Rent increases according to agreement
Computer Equipment - computers	\$ 6,000.00	\$ 6,000.00	0.00%	
Phone/Internet	\$ 12,000.00	\$ 19,000.00	-36.84%	Seth acquired a new rate with AT&T
Printing/Brochures/Dissemination	\$ 2,300.00	\$ 2,300.00	0.00%	
Translation Services	\$ 2,000.00	\$ 2,000.00	0.00%	
Cleaning Services	\$ 6,000.00	\$ -	#DIV/0!	Been without service since relocation
Office Supplies	\$ 10,000.00	\$ 10,000.00	0.00%	
<b>Intervention and Training</b>	\$ 42,000.00	\$ 42,000.00	0.00%	
Professional Development Funds for Staff	\$ 12,000.00	\$ 12,000.00	0.00%	
Look Around Campaign	\$ 5,000.00	\$ 5,000.00	0.00%	
Incentive for Families to Provide Data	\$ 25,000.00	\$ 25,000.00	0.00%	
<b>Contract Work</b>	\$ 62,000.00	\$ 40,000.00	55.00%	
Programmer to develop and maintain Integrated Information Management System	\$ 30,000.00	\$ 30,000.00	0.00%	Bright Beam has historically averaged \$50K-\$70K. They have transitioned the maintenance portion of their billing over to MU and 3rd parties. Bright Beam invoices should decrease to \$30K due to transition and website maintenance will increase since we are paying those bills directly. Altogether will still average around \$60K.
Website maintenance	\$ 32,000.00	\$ 10,000.00	220.00%	
<b>Indirect Costs (15% of salary expenses)</b>	\$ 352,868.35	\$ 331,130.84	6.56%	
<b>Total FACE Invoice (without TAP)</b>	\$ 3,525,801.38	\$ 3,341,472.74	5.52%	
<b>Therapy Access Program (TAP)</b>	\$ 75,000.00	\$ 75,000.00	0.00%	
Therapy session cost (\$80/1 hour - unit)	\$ 61,500.00	\$ 61,500.00	0.00%	
Administrative Cost (\$17.48 per unit)	\$ 13,500.00	\$ 13,500.00	0.00%	
<b>Total Invoice Amount (FACE + TAP)</b>	\$ 3,600,801.38	\$ 3,416,472.74	5.40%	

584 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

December Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 19th day of December 20 23

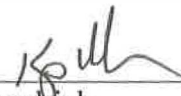
the following, among other proceedings, were had, viz:

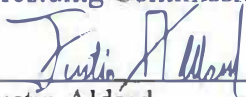
Now on this day, the County Commission of the County of Boone does hereby approve the attached list of sole source vendors for fiscal year 2024.

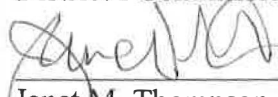
Done this 19<sup>th</sup> day of December 2023.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

---

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: December 19, 2023  
RE: Sole Source Approved Vendor List for 2024

Purchasing has received requests from departments/offices to renew on-going sole source approvals. We are requesting approval to renew the attached list of sole source vendors for another year ending on December 31, 2024. The 2024 list of vendors was advertised in the Columbia Missourian and the Columbia Daily Tribune on December 6, 2023.

ATTACHMENT: 2024 Sole Source List

# 2024 SOLE SOURCE APPROVAL

2024 SOLE SOURCE APPROVAL			Commission Order #	
Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission
Accruent	Facilities Maintenance	Maintenance Connection Work Order Software Maintenance & Support	On-going on maintenance	3/2/2021; 80-2021
Aldon Computer Group a Subsidiary of Rocket Software, Inc.	Information Technology	Maintenance for Aldon Computer Software - Rocket Software - Life Cycle Manager	On-going on maintenance	10/23/12 - Dan Atwill; c.o. 518-2012
ARCAD Software - DevOps suite	Information Technology	Source code management tool	Acquisition plus on-going maintenance	
Axon Enterprises - Evidence.com product	IT/Prosecuting Attorney	Evidence.com subscription	On-Going	
Axon Enterprise (used to be Taser International)	Sheriff	Tasers and Cartridges (used to buy on sole source 116-123114ss)	On-Going	
Blue Valley Public Safety Inc.	Emergency Management	Siren Maintenance (equipment is purchased on contract MARC contract 41)	On-Going on Maintenance	
Cartegraph Systems LLC	Road & Bridge Resource Management	Cartegraph software -upgrades and maintenance	1st Term (2 Renewals)	1/19/2023 CO# 31-2023
C&C Group	Facilities Maintenance	Service Agreement for HVAC Control Systems Services (HVAC building climate control systems repair and upgrade on proprietary software/service)	On-going	334-2020
Center for Internet Security, Inc. (CIS)	Information Technology	Albert Monitoring Services for cybersecurity monitoring for government agencies	On-going	3/10/20 - Dan Atwill; C.O. 120-2020
CentralSquare Technologies (formerly Superior)	Information Technology	Computer Aided Dispatch System (CAD)	On-going for upgrades and maintenance	6/23/2016
City of Columbia Water and Light	Information Technology	Fiber Optic Cable Installation and Lease	On-going	12/20/04 - Skip Elkin

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission
Corsair Controls	Sheriff	Equipment, parts, labor for repairs for the Jail Door Locking System	On-Going	8/1/06 - Skip Elkin
Corrective Asphalt Materials, LLC	Resource Management	Reclamite Preservative Seal & Application	1/31/2023	2/26/2019
Cybernetics	Information Technology	Virtual Tape Disk Backup (D2D2T)	On-Going on Maintenance	1/28/05 - Karen Miller
DocPath	Information Technology	Version 6 Product	License, Upgrade, and On-going support & Maintenance	
Election Systems & Software, Inc.	Boone County Clerk (Elections & Voter Registration)	Voting Equipment Supplies, Equipment Maintenance and ballot stock	On-Going	
Entrinski Inc.	Information Technology	Informer Web Reporting Software and Dashboards	On-Going	
ESRI	Information Technology	GIS software and equipment	On-Going	
Federal Signal	Emergency Management	Sirens and Related Equipment / Components	10/31/2018	
First Christian Church	Facilities	Parking Lot Rental	On-Going	3/8/11 C.O. 89-2011
GatesAir	Emergency Management	GatesAir Intraplex Equipment	12/31/2023 - one time purchase	10/24/2023

<b>Vendor Name</b>	<b>Originating Office</b>	<b>Product Description</b>	<b>Expiration Date</b>	<b>Date signed by Commission</b>
GeoComm Inc.	Information Technology	GeoComm Maps software subscription fee	2/28/2027	
Grayshift	Sheriff	Grey Key iOS Forensics Software License and Support	On-Going	11/26/19 C.O. 505-2019
GW Van Keppel	Road & Bridge	Repair and parts for Chip/Seal Spreader and oil distributor	On-Going	12/18/2001
iCounty (formerly Mobilis)	Recorder of Deeds	Software Maintenance for iRecord System	On-Going	1/17/2008
Idemia	Sheriff	Morphotrak and Livescan software and equipment - for maintenance and upgrades/new acquisitions	On-Going	11/15/2022
Idemia	13th Circuit Court	Morphotrak and Livescan software - Livescan As A Service	On-Going	
International Academies of Emergency Dispatch (IAED) vendor #15348	Joint Communications	Re-certification for 911 operators and renewal of departmental accreditations	On-Going	
J.D. Powers Valuation Service	Assessor's Office	Annual subscription to the National Automobile Dealers Association (NADA). Official Used Car Guide (batch valuation and REST Web Service API Pricing)	On-going	
Knapheide Truck Equipment Company	Road & Bridge	Hydraulic Parts and Repairs for Heavy Trucks	On-Going	2/5/02 - Karen Miller

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission
KNOWiNK	County Clerk	Software licensing & services for our current pollpads used in county elections. Allows us to checkin voters into each polling place efficiently.	3 Years	9/17/2019
Locution Systems LLC	Joint Communications	Prime Alert Rdio PTT System and PrimeAlert Radio System PCs	One-time, then on-going on maintenance	
Lumen (formerly CenturyLink)	Information Technology	Centrex Phone System (used primarily for fax lines)	Month-to-Month	
Luminutra Technologies (formerly Source Molecular)	Resource Management	E-Coli Bacterial DNA Water Testing	On-Going	
Michaels, Ross and Cole, Ltd.	Information Technology	Maintenance & Warranty Agreement for m-Power Database Licenses	On-Going	3/31/15 - c.o. 134-2015
Mobility 4PS	Emergency Management	Secure nationwide public safety collaboration platform - software license	3/31/2022	
OTT Hydromet Corporation	Resource Management	Watershed Monitoring Equipment (Accubar constant flow bubbler w/temperature sensor and enclosure)	On-Going	3/1/2016
PowerDMS	Sheriff IT	Cloud-based software as a Service (SaaS) for law enforcement, fire, corrections and healthcare that combines document management, training management, and accreditation management software service and links content to alert users whenever a change may impact compliance.	7/31/2023	

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission
Priority Dispatch Corp	Information Technology	<b>Card and Software License and Service Agreement:</b> Licenses & maintenance for call taking software system (ProQA) and Quality Assurance software (AQUA); training. (used to be for National Q quality assurance program for call review service for Joint Comm but peeling off for a different sole source # since 2 different departments and time periods).	On-Going	
Priority Dispatch	Joint Communications	<b>Q Plus Quality Performance Review Service</b> (formerly "National Q") for call review service	On-Going	
PulsePoint Foundation	Joint Communications	Internet Evidence Service Software and Training	On-Going	
Rave Wireless, Inc. (Rave Mobile Safety)	Joint Communications	Smart911 Subscription; Rave 911 Suite Standard, RapidSOS, Rave 911 Backup, Rave Panic Button	6/29/15 (2 renewals)	7/22/14 Dan Atwill
Real Vision Software (RVI)	IT	Subscription for Real Vision Software	On-Going	
Rife, Tom and Isabel	Facilities	Parking Lot Rental - lot 355 & lot 348 in close proximity to the Boone County Government Center	On-Going	1/12/10 - Ken Pearson, c.o. 38-2010



Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission
Romaine Companies, Inc.	Sheriff	Adani Full Body Dual-View Xray Transmission Scanner System with Installation and Support	On-going	
Stenograph, LLC	Court Administration	Software Support of Stenograph software for court reporter steno machines	On-Going	3/24/05 - Skip Elkin
Sydenstricker Implement Company	Road & Bridge	John Deere tractor service	On-Going	2/28/2009
Sympro Inc.	Treasurer	Annual Maintenance and Support Renewal - Sympro Treasury Mgt Software	On-Going	5/23/06 - Skip Elkin
TX-RX Systems Inc (a unit of Bird Technologies)	Joint Communications / Commission	Radio Signal Equipment	On-Going	4/28/2015
West Publishing Corporation (West Thomson Reuters Business)	Legal Office & Prosecuting Attorney's Office	On-Line Legal Research Subscription for Westlaw	On-Going	
Blue color signifies last number used.				

Purchase Price	Sole Source #	FE Contract #	Details
\$4,795.35	155-123121SS (renews automatically until either party gives 60 days notice) 12/31/24	C0000104	Proprietary software/service - only source to provide maintenance
\$8,993.00	110-123113SS (expires <b>12/31/23</b> )	C000055	Only source for annual software updates and maintenance on existing software.
\$24,441.60	168-123123SS (expires <b>08/31/24</b> )		No other company sells the Arcad Dev-Ops software per letter from Alexandre Codinach of Arcad dated 4/28/2023
	158-123121SS (expires <b>10/31/26</b> )	C000107	Vendor sells direct. No distributors. Proprietary.
\$5,378.56	127-123116SS (expires <b>12/31/24</b> )	C000075	Vendor sells direct. No distributors. Proprietary.
\$43,632.00	124-123116SS (expires <b>12/31/24</b> )	C000073	Only authorized service center for Missouri for Federal Signal Corporation brand equipment
\$35,950.70	166-123123SS (expires <b>01/31/24</b> )	C000501	Software only available from Cartegraph - Operations Management suite which includes assets management including asset/equipment depreciation, operations data management including GIS tracking of labor, materials, and equipment.
Term & Supply	151-123120SS (expires <b>7/31/24</b> )	C000099	Proprietary software/service - only source to repair/upgrade installed C&C Group HVAC climate control systems
\$17,100.00	150-123120SS (expires <b>04/07/24</b> )	C000098	Approved by the United States Department of Homeland Security as the governmental ISAC (Multi-State Information Sharing and Analysis Center)
\$671,142.00	129-123116SS (expires <b>03/31/24</b> )	C000076	CAD must be compatible and integrate with existing software including Naviline Select RMS and SunGuard Jail Management Systems.
	51-123105 (expires <b>12/31/23</b> )	C000290	Only feasible source for existing fiber optic cables at Johnson Bldg, Child Support, Road & Bridge & Sheriff Dept.

Purchase Price	Sole Source #	FE Contract #	Details
	70-123106SS (expires <b>12/31/23</b> )	C000310	Only source of equipment compatible with existing system
Term & Supply	144-013123SS expires <b>01/31/24</b>	C000093	This asphalt seals pavement at 1/2 - 1/3 the cost of other conventional treatments. TRTCOR Regining is the patent owner of Reclamite and is only distributed and applied in MO by Corrective Asphalt Materials.
\$1,935.00	55-123105 (expires <b>12/31/23</b> )	C000295	Only manufacturer of technology that supports existing system
\$24,900.00	169-123123SS (expires <b>12/31/24</b> )		Only manufacturer of software; no distributors; IT requires it - essential for County operations - have Sole Source letter dated 4/19/2023
Varies by election	112-123113SS (expires <b>12/31/23</b> )	C000059	Only source available for maintenance on existing ES&S equipment.
\$36,555.00	135-123116SS (expires <b>12/31/24</b> )	C000081	This software has been used for years to create a catalog of reports across multiple user agencies. To use all features of the existing reports, we will need to process them in Informer which is proprietary to Entrinsik.
\$217,500.00	167-123123SS (expires <b>05/03/24</b> )	C000610	ESRI is the premium vendor for GIS software and hardware used by Boone County for at least 25 years, and used nationwide and worldwide. ESRI is the sole producer and distributor of its software and equipment with the exception of in the state of California.
Term & Supply	143-103118SS (expires <b>12/31/23</b> )	C000092	We have Federal Signal brand (Federal Commander Digital System) components and other siren systems cannot be combined. Federal Signal is the sole proprietor of that brand. Blue Valley Public Safety will be doing the installation and providing maintenance. Blue Valley has a cooperative contract through MARC.
\$17,000.00	102-123111SS (expires <b>12/31/24</b> )	C000049	Only source available for lease of specific lot in close proximity to Government Center.
\$86,317.93	<b>174-123123SS</b> (expires <b>12/31/23</b> - do not renew)	C000685	Put out to bid and received no bidders. GatesAir responded and verified that they are the sole distributor in Missouri for their equipment.

Purchase Price	Sole Source #	FE Contract #	Details
\$199,823.00	160-123122SS (expires <b>2/28/24</b> )	C000110	No known vendor offers an "independent" mapping solution that can interconnect to multiple vendor systems that are in place with the Boone County Joint Communications environment. The GeoComm software is also functionally compatible with the County current GIS data format.
\$15,075.00	148-123119SS (expires <b>12/3/24</b> )	C000097	Grayshift manufactures and sells Grey key software; it has only one other authorized partner (Magnet Forensics) allowed to sell but Grayshift sets the price and Magnetic Forensics is not allowed to sell at lower cost. Using limited short-term discount rationale for single feasible source - discounted price expires 10/11/19.
	07-123102 (expires <b>12/31/23</b> )	C000036	Made-to-order machine maintenance; Only authorized distributor for parts/repair on Entyre Equipment in MO/KS.
	79-123108SS (expires <b>12/31/23</b> )	C000312	Only source for maintenance of existing equipment.
\$7,161.27	165-123122SS (expires <b>12/31/23</b> )	C000504	Sole source for the purchase of Idemia's MorphoTrack ID and Livescan software and equipment - includes maintenance and upgrades/new acquisition of equipment
\$5,914.00	172-123123SS (expires <b>06/30/24</b> )	C000672	Sole source for the purchase of Idemia's LiveScan As A Service
Up to \$10,000/year	131-123116SS (expires <b>12/31/23</b> )	C000078	Service is proprietary. Non-profit Accreditation agency, sets the standards for accreditation and certification.
	170-123123SS (expires <b>09/30/24</b> )		Proprietary subscription service - named in state statues as required tool for County Assessor's Office - RSMo. 137.115(9)
	13-123102 (expires <b>12/31/23</b> )	C000079	Only authorized dealer for parts/repairs of Knapheide equipment in our area

Purchase Price	Sole Source #	FE Contract #	Details
\$42,500/annually /3 year contract	147-123119SS (expires <b>08/31/25</b> )	C000096	KNOWiNK has created customized software for Boone County that allows functionality not used in any other county.
\$179,300.00	139-123117SS (expires <b>12/14/23</b> )	C000085	Specialized computer based hardware system used for dispatching emergency calls at ECC
	109-123112SS (renews automatically month to month)	C000052	Utility
	153-123120SS (expires <b>12/04/24</b> )	C000102	Source Molecular is the only commercial laboratory producing US EPA developed and patented microbial source tracking markers for human, dog, cow and chicken associated bacteroidetes. This kind of testing is needed by the County to address high E-Coli levels in County streams cited by Missouri DNR for contaminants.
\$9,108.00	120-123115SS (expires <b>12/31/23</b> )	C000064	Only source for maintenance of database licenses
\$14,958.00	161-123122SS (expires <b>07/31/23</b> )	C000442	Mobility PS is the manufacturer and distributor of Bridge4PS Pro User License subscriptions. The subscription is not available from any other reseller or 3rd-party distributor. It is a proprietary product.
\$17,433.00	125-043017SS (expires <b>04/30/24</b> )	C000074	No authorized resellers.
\$6,486.91	164-123122SS (expires <b>09/30/24</b> )	C000460	The Sheriff's Office and Joint Communications (administered through the IT Department) use PowerDMS for keeping track of training, and accreditation for their staff using this software. <b>NOTE: The amount shown here is just a quote for part of the Sheriff's coverage.</b>

Purchase Price	Sole Source #	FE Contract #	Details
\$116,000.00	134-123116SS (expires <b>3/31/24</b> )	C000080	Only contracts provider of protocol systems of the accrediting agency, International Academies of Emergency Dispatch (IAED)
\$95,212.80	159-123122SS (expires <b>9/30/24</b> )	C000108	Only provider for system
	156-123120SS (expires <b>12/31/24</b> )	C000105	PulsePoint Foundation is the only provider of the PulsePoint System that includes the Pulse Point Verified Responder, PulsePoint Respond, and PulsePoint AED mobile apps, supporting registry, and infrastructure. There are no authorized resellers or distributors, and PulsePoint Foundation will not fulfill any 3rd party orders or requests.
\$20,000/yr	114-063015SS (expires <b>06/29/24</b> )	C000060	Subscription for Smart911 - access to citizen information. Citizens can enter any information that they want 911 to have about their residence/family.
\$4,950.00	171-123123SS (expires <b>06/30/24</b> )	C000666	IT requires Real Vision Software for the County to conduct imaging and records storage. RVI Software Inc. is the sole developer and supplier of RVI subscriptions. This is an annual subscription.
	93-123110SS (stays in place until 60 day notice of termination)	C000318	Only source available for lease of specific lot in close proximity to Government Center.

Purchase Price	Sole Source #	FE Contract #	Details
\$166,250.63	157-123121SS (expires <b>4/30/26</b> )	C000106	The Sheriff has determined that the Adani COMPASS DV system has unique features such as 360-degree unobstructed line of sight, automatic detection software, ability to switch from dual view to single view; 3 preset modes per view, and the ability to convey up to 660#'s. The system is only sold through Adani's authorized dealer for Missouri which is Romaine Companies, Inc. The sole source will be written for Romaine Companies, Inc.
\$1,425.00	59-123105 (expires <b>12/31/23</b> )	C000296	Sole source for maintenance on existing court reporter software.
	88-123109SS (expires <b>12/31/23</b> )	C000316	Sydenstricker is the only feasible source available to provide repair service in our local area. There are other John Deere service centers in Missouri, but the cost of transporting would be prohibitive.
	66-123106SS (expires <b>12/31/23</b> )	C000307	Only source to provide maintenance to the existing software.
\$0.00	122-123115SS (expires <b>04/27/23</b> )	C000071	System components must be compatible with existing system. Customized to us to be unique to our equipment.
\$0.00	163-123122SS <b>06/30/24</b>	C000421	Westlaw is the sole source for certain on-line legal data bases the Legal and Prosecuting Attorney's Offices require

585 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 23

County of Boone

} ea.

In the County Commission of said county, on the 19th day of December 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract Amendment #1 to Contract C000550 (bid 28-29JUN22) – Access to Healthy Food with Columbia Farmers Market. The Amendment assigns the Contract from Sustainable Farms & Communities, Inc. to Columbia Farmers Market effective January 1, 2024. The Amendment also renews the Contract for fiscal year 2024 for \$69,125.00.

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

Done this 19<sup>th</sup> day of December 2023.

ATTEST:

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

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner



# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: December 19, 2023  
RE: Amendment #1 to contract C000550 (bid 28-29JUN22) – *Access to Healthy Food* with Columbia Farmers Market

Attached for signature is contract amendment #1 to contract C000550 (bid 28-29JUN22) – *Access to Healthy Food* with Columbia Farmers Market.

This amendment assigns the contract from Sustainable Farms & Communities, Inc. to Columbia Farmers Market effective January 1, 2024. The amendment also renews the contract for fiscal year 2024 for \$69,125.00. The new County contract number is C000702.

The program provides a financial match for SNAP and WIC participants at the Columbia Farmer's Market. The goal of the program is for voucher users to experience lower rates of stress related to food insecurity and for one or more family members to experience the benefit of changes in health status attributed to their access to fresh, local products from the farmer's market.

Invoices will be paid from department 2162 – CSF Program Funding, account 71106 - Contracted Services. \$13,500,000.00 is budgeted for 2024.

cc: Contract File


**AGREEMENT FOR PURCHASE OF SERVICES**  
**Contract Amendment Number One**  
**Access to Healthy Food**

Now on this day, dated the 19th day of December, 2023, the Agreement C000702, (formerly C000550, bid #28-29JUN22) dated the 4<sup>th</sup> day of January 2023 made by and between Boone County, Missouri and Sustainable Farms & Communities, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Change contract number from C000550 to C000702.
- 2) Contract C000702, (formerly C000550) is hereby assigned to Columbia Farmers Market, Inc. (FEIN 43-1319005) from Sustainable Farms & Communities, Inc. (FEIN 43-1903002) effective January 1, 2024.
- 3) Renew the Access to Healthy Food contract for one-year beginning January 1, 2024 through December 31, 2024 with the following service outputs:
  - a. Renew 43,750 units of 'SNAP/WIC Matching' at \$1.58 per voucher for a total not to exceed amount of \$69,125.00.
- 4) 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.

**Columbia Farmers Market, Inc.**

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Signature

Corrina Smith/Executive  
 By: Director \_\_\_\_\_  
 Printed Name/Title

**Boone County, Missouri**

By: Boone County Purchasing Director

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Kip Kendrick, Presiding Commissioner

By: Boone County Children's Services Board

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Leigh Spence, Board Chair

APPROVED AS TO FORM:

DocuSigned by:  
*CJ Dykhous*  
7D71DEAEB9D74DD...

CJ Dykhous, County Counselor

ATTEST:

DocuSigned by:  
*Brianna L Lennon*  
D267E242BFB948C...

Brianna L. Lennon, County Clerk

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

DocuSigned by:  
*Kyle Riemer*  
by *J*  
8C24BD84EE7A483...

12/4/2023

(2162/71106/\$69,125.00)

Signature

Date

Appropriation Account

586-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the

19th

day of

December

20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract Amendment #2 to C000560 (28-29JUN22) – Lend and Learn Libraries with First Chance for Children renewing the contract for fiscal year 2024 for \$86,500.

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

Done this 19<sup>th</sup> day of December 2023.

ATTEST:

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

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** November 30, 2023  
**RE:** Amendment #2 to C000560 (28-29JUN22) – Lend and Learn Libraries with First Chance for Children

Attached for signature is Contract Amendment #2 to contract C000560 (bid # 28-29JUN22) – Lend and Learn Libraries with First Chance for Children.

This amendment renews the contract for the period January 1, 2024 through December 31, 2024. It adds a renewal amount of \$86,500.

Lend and Learn Toy Libraries provide a safe and inclusive location for young children and their parents to explore toys that strengthen social-emotional, cognitive, motor, and language development. The goal of the program is to strengthen positive parenting skills, reduce social isolation, and ultimately lead to children being developmentally ready for kindergarten.

Invoices will be paid from department 2162 – CSF Program Funding, account 71106 - Contracted Services. \$13,500,000.00 is budgeted for 2024.

cc: Contract File



**AGREEMENT FOR PURCHASE OF SERVICES**  
**Contract Amendment Number Two**  
**Lend and Learn Libraries**

Now on this day, dated the 19th day of December, 2023, Boone County Contract # **C000560** (bid # 28-29JUN22) made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children’s Services Board and First Chance for Children, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Adjust the unit measure for Public Awareness/Education from “15 minutes” to “1 family” with a unit rate of \$40.00.
- 2) Renew the Lend and Learn Libraries contract for one-year beginning January 1, 2024 through December 31, 2024 with the following service outputs:
  - a. Renew 7,500 units of ‘Family Development’ at \$5.00 per 15 minutes for a total not to exceed amount of \$37,500.00.
  - b. Renew 30 units of ‘Developmental Screening’ at \$20.00 per 1 screening for a total not to exceed amount of \$600.00.
  - c. Renew 30 units of ‘Social/Emotional Screening’ at \$20.00 per 1 screening for a total not to exceed amount of \$600.00.
  - d. Renew 1,195 units of ‘Public Awareness/Education at \$40.00 per 1 family for a total not to exceed amount of \$47,800.00.
- 3) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**First Chance for Children**

By:    
 2D8404C351F940E...  
Signature

By: Gay Litteken  
Printed Name/Title

**Boone County, Missouri**

By: Boone County Purchasing Director

   
 574008ED96434D4...  
Kip Kendrick, Presiding Commissioner

By: Boone County Children’s Services Board

   
 450A59A8325D4B3...  
Leigh Spence, Board Chair

APPROVED AS TO FORM:

DocuSigned by:  
*CJ Dykhouse*  
7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

ATTEST:

DocuSigned by:  
*Brianna L Lennon*  
D267E2428FB948C...

Brianna Lennon, County Clerk

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

DocuSigned by:  
*Kyle Riman*  
by *J*  
8C24BD84EE7A483...

12/14/2023

(2162/71106/\$86,500.00)

Signature

Date

Appropriation Account



587-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 23

County of Boone

} ea.

In the County Commission of said county, on the

19th

day of

December

20 23

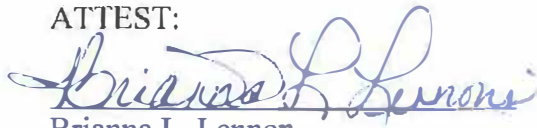
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve an Agreement with Docs, Inc. d/b/a DocuSign, Inc. for electronic signature of documents.

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

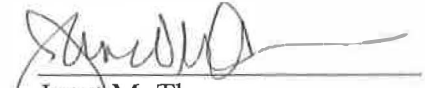
Done this 19<sup>th</sup> day of December 2023.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** December 6, 2023  
**RE:** Purchase Agreement: C000703 - DocuSign Electronic Signature

Attached for signature is contract # C000703 - DocuSign Electronic Signature with Docs, Inc., d/b/a DocuSign, Inc. This is for the license that allows the County to route documents through DocuSign for electronic signature. There are 18 seats included: Purchasing (3), Children's Services (2), Legal (2), Information Technology (1), and Sheriff (10).

Total cost of agreement for the period 01/01/24 - 12/31/24 is \$11,823.84 and will be paid as follows:

\$10,510.08 - Department 1172 - GF IT Hardware and Software, account 70100 - Software Subscriptions

\$880.22 - Department 2160 - CSF Community Services Admin, account 70100 - Software Subscriptions

\$433.54 - Department 1420 - GF Community Services Admin, account 70100 - Software Subscriptions

The following is budgeted for 2024:

1172-70100: \$14,450  
2160-70100 (67%): \$1,139  
1420-70100 (33%): \$561

cc: Contract File



Commission order #: 587-2023



DocuSign, Inc.  
221 Main Street, Suite 1550  
San Francisco, CA 94105

County Contract # C000703  
Offer Valid Through: Dec 30,  
2023  
Prepared By: Victoria Loperena  
Quote Number: Q-01358202

---

## ORDER FORM

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### Address Information

**Bill To:**  
Boone County  
801 E Walnut St Rm 220,  
Columbia, MO, 65201  
United States

**Ship To:**  
Boone County  
801 E Walnut St Rm 220,  
Columbia, MO, 65201  
United States

**Billing Contact Name:**  
Melinda Bobbitt  
**Billing Email Address:**  
mbobbitt@boonecountymo.org  
**Billing Phone:**  
573-874-7613

**Shipping Contact Name:**  
Melinda Bobbitt  
**Shipping Email Address:**  
mbobbitt@boonecountymo.org  
**Shipping Phone:**  
573-886-4391

---

### Order Details

**Order Start Date:** Jan 1, 2024  
**Order End Date:** Dec 31, 2024  
**Billing Frequency:** Annual

**Payment Method:** Check  
**Payment Terms:** Net 30  
**Currency:** USD

---

### Products

Product Name	Subscription No.	Start Date	End Date	Quantity	Net Price
eSignature Enterprise Pro for Gov - Seats	SUB-2187822-1	Jan 1, 2024	Dec 31, 2024	18	\$10,281.60
Premier Support - eSign	SUB-2187822-1	Jan 1, 2024	Dec 31, 2024	1	\$1,542.24

**Grand Total: \$11,823.84**

---

### Product Details

eSignature Seat Allowance: 18  
eSignature Envelope Allowance: 1,800

---

### Order Special Terms

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### Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/legal/terms-and-conditions/msa> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/legal/terms-and-conditions/msa-service-schedules>.

---

### Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice.

Is the contracting entity exempt from sales tax?

**Please select Yes or No:**

If yes, please send the required tax exemption documents immediately to [taxexempt@docusign.com](mailto:taxexempt@docusign.com).

Invoices for this order will be emailed automatically from [invoicing@erp.docusign.com](mailto:invoicing@erp.docusign.com). Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

---

### Purchase Order Information

Is a Purchase Order ("PO") required for the purchase or payment of the products on this Order Form?

Please select:  Yes  No


By marking "No", Customer agrees to process payment for any invoices issued pursuant to this Order Form without a PO Number.

If yes, please complete the following information, and attach your PO (if available), and the invoice will be issued referencing such PO Number:

PO Number: TSD

Please attach PO Attachment here:



 An official website of the United States government  
Here's how you know



Menu 

Client Company: **Docu**

Client Companies DocuSign Inc.

# DocuSign Inc. Profile

## Company Information

**Company Name**

DocuSign Inc.

**Doing Business As (DBA) Name**

---

**Company ID**

725680

**Enrollment Date**

Nov 07, 2013

**Employer Identification Number (EIN)**

912183967

**Unique Entity Identifier (UEI)**

---

**DUNS Number**

---

**Total Number of Employees**

500 to 999

**NAICS Code**

519

**Sector**

Information

**Subsector**

Other Information Services

[Edit Company Information](#)

---

## Employer Category

**Employer Category**

None of these categories apply

[Edit Employer Category](#)

---

## Company Addresses

**Physical Address**

999 3rd Avenue Suite 1700  
Seattle, WA 98104

**Mailing Address**

Same as Physical Address



[Edit Company Addresses](#)

---

## Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

### Number of Sites

1

[Edit Hiring Sites](#)

---

## Company Access and MOU

### DocuSign Inc. is Configured to:

Have Employees Managed and Verified by My Company

### Memorandum of Understanding

[View Signed MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)

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

**DOCS, INC.**  
d/b/a **DOCUSIGN, INC.**

DocuSigned by:  
  
F06C8C5487294E5...  
by \_\_\_\_\_  
(AOA) (Approver)  
Frank Parish  
Printed Name: \_\_\_\_\_  
Title: Manager, Revenue Operations  
Date: 12/13/2023

**BOONE COUNTY, MISSOURI**  
by: Boone County Commission  
DocuSigned by:  
  
574008ED96434D4...  
Kip Kendrick, Presiding Commissioner  
Date: 12/18/2023

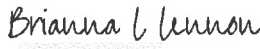
AOR (Order Review)

DocuSigned by:  
  
by \_\_\_\_\_

APPROVED AS TO FORM:

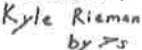
DocuSigned by:  
  
7D71DEAEB9D74DD...  
CJ Dykhouse, County Counselor

ATTEST:

DocuSigned by:  
  
D267E242BFB948C...  
Brianna L. Lennon, County Clerk

**AUDITOR CERTIFICATION**

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

		1172-70100 / \$3,941.28
		2160-70100 / \$880.22
		1420-70100 / \$433.54
		1172-70100 / \$6,568.80
DocuSigned by:  E3D6F2FD3CE04B1...	12/18/2023	
Signature	Date	Appropriation Account

588-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 23

County of Boone

} ca.

In the County Commission of said county, on the

19th

day of

December

20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the acceptance of the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG), awarded to the Boone County Sheriff s Office.

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) award, accept this grant award online, and represent the County as an Authorized Official and Chief Executive for the administration of this grant.

Done this 19<sup>th</sup> day of December 2023.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*

Kip Kendrick  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Memorial Justice Assistance Grant Program FY 2023 Local Solicitation**

**Certifications and Assurances by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2023 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Kip A. Kendrick  
Signature of Chief Executive of the Applicant Unit of Local Government

Kip A. Kendrick  
Printed Name of Chief Executive

Dec. 19, 2023  
Date of Certification

Presiding Commissioner  
Title of Chief Executive

\_\_\_\_\_  
Name of Applicant Unit of Local Government



# Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>	COUNTY OF BOONE 2121 E COUNTY DR
<b>City, State and Zip:</b>	COLUMBIA, MO 65202
<b>Recipient UEI:</b>	GKUHNLX9MJJ3
<b>Project Title:</b> Boone County and City of Columbia, Missouri FY2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Project.	<b>Award Number:</b> 15PBJA-23-GG-06067-JAGX
<b>Solicitation Title:</b> BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
<b>Federal Award Amount:</b> \$43,810.00	<b>Federal Award Date:</b> 11/30/23
<b>Awarding Agency:</b>	Office of Justice Programs Bureau of Justice Assistance
<b>Funding Instrument Type:</b>	Grant
<b>Opportunity Category:</b> D	
<b>Assistance Listing:</b> 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
<b>Project Period Start Date:</b> 10/1/22	<b>Project Period End Date:</b> 9/30/26
<b>Budget Period Start Date:</b> 10/1/22	<b>Budget Period End Date:</b> 9/30/26
<b>Project Description:</b> The disparate jurisdictions of County of Boone, MO (Boone County Sheriff's Office) and City of Columbia, MO (Columbia Police Department) will use JAG funds to purchase law enforcement equipment and police canine. Specifically, the County of Boone will use JAG funds to attain a ballistic shield to better protect deputies from violent attacks and a law enforcement canine that will be trained as a dual-purpose canine, which includes the ability to detect narcotics. The City of Columbia will use JAG funds to purchase P25 compatible portable radios, which improve communication capability and safety of their officers.	

## Award Letter

November 30, 2023

Dear Kip Kendrick,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF BOONE for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$43,810.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Amy Solomon  
Assistant Attorney General  
**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

## **Memorandum Regarding NEPA**

### **NEPA Letter Type**

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

### **NEPA Letter**

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

### **NEPA Coordinator**

**First Name**

Orbin

**Middle Name****Last Name**

Terry

**Award Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Recipient Information****Recipient Name**

COUNTY OF BOONE

**UEI**

GKUHNLX9MJJ3

**Street 1**

2121 E COUNTY DR

**Street 2****City**

COLUMBIA

**State/U.S. Territory**

Missouri

**Zip/Postal Code**

65202

**Country**

United States

**County/Parish****Province****Award Details****Federal Award Date**

11/30/23

**Award Type**

Initial

**Award Number**

15PBJA-23-GG-06067-JAGX

**Supplement Number**

00

**Federal Award Amount**

\$43,810.00

**Funding Instrument Type**

Grant

**Assistance Listing Number**

16.738

**Assistance Listings Program Title**

Edward Byrne Memorial Justice Assistance Grant Program

**Statutory Authority**

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*



**Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Solicitation Title**

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

**Awarding Agency**

OJP

**Program Office**

BJA

**Application Number**

GRANT13964234

**Grant Manager Name**

Tammy Lovill

**Phone Number**

202-598-6565

**E-mail Address**

Tammy.L.Lovill@usdoj.gov

**Project Title**

Boone County and City of Columbia, Missouri FY2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Project.

**Performance Period Start**

**Date**

10/01/2022

**Performance Period End Date**

09/30/2026

**Budget Period Start Date**

10/01/2022

**Budget Period End Date**

09/30/2026

**Project Description**

The disparate jurisdictions of County of Boone, MO (Boone County Sheriff's Office) and City of Columbia, MO (Columbia Police Department) will use JAG funds to purchase law enforcement equipment and police canine. Specifically, the County of Boone will use JAG funds to attain a ballistic shield to better protect deputies from violent attacks and a law enforcement canine that will be trained as a dual-purpose canine, which includes the ability to detect narcotics. The City of Columbia will use JAG funds to purchase P25 compatible portable radios, which improve communication capability and safety of their officers.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Financial Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

4

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award

from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

## 6

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 7

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 8

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov>)

/www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

## 10

### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

## 11

### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## 12

### Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

## 13

### Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 14

### Employment eligibility verification for hiring under the award

#### 1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

#### 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

#### 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

#### 4. Rules of construction

##### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

##### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 15

### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

## 16

### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 17

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 18

### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

## 19

### Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor 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 or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, 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 nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors 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 contractors to execute 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 federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute 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 to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 20

### Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## 22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## 25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the



Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (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 award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## 29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 30

### Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, 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. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 31

### Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

## 32

### Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

## 33

### Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must

complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

## 34

### Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

## 35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

## 36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

## 37

### Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

## 38

### Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental

impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

## 39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

## 40

### Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

## 41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent

with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

## 42

### Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

## 43

### Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

## 44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

## 45

### Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 51

### Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

## 52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

## 53

### Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

## 54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

## 55

### Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other

restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

## 56

### Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

## 57

### Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

## 58

### Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

## 59

### Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

## 60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

## 61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

## 62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.



**Withholding of funds for Memorandum of Understanding**

The recipient may not expend or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and an Award Condition Modification has been issued to remove this condition.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Award Acceptance****Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval****Title of Approving Official**

Assistant Attorney General

**Name of Approving Official**

Amy Solomon

**Signed Date And Time**

11/28/23 3:47 PM

**Authorized Representative****Entity Acceptance****Title of Authorized Entity Official**

Presiding Commissioner

**Signed Date And Time**



589-2023

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 19th day of December 20 23

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 Change Order for New Vehicle Storage & Facility Improvements at Boone County Road & Bridge Facility.

It is further ordered that Commissioner Janet Thompson is hereby authorized to sign said Agreement.

Done this 19<sup>th</sup> day of December 2023.

ATTEST:

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

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

## CHANGE ORDER

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PROJECT:

New Vehicle Storage & Facility Improvements at  
Boone County Road & Bridge Facility on Tom Bass  
Road, Bid Number 38-09DEC21

CHANGE ORDER NUMBER: 32

DATE OF ISSUANCE: 11/14/2023

CONTRACT DATE: 1/25/2022

OWNER:

Boone County Commission  
Boone County Government Center  
801 E. Walnut, Rm 333  
Columbia, MO 65201-7732

PWA PROJECT NUMBER: 201907

TO CONTRACTOR:

Curtiss-Manes-Schulte, Inc.  
1211 Business 54 South  
Eldon, MO 65026

ARCHITECT:

PWArchitects, Inc.  
2120 Forum Blvd., Ste. 101  
Columbia, MO 65203

### Change Order Number 31:

The Contract is changed as follows:

Add renovation work in the existing Road & Bridge facility, as indicated in the attached Proposal #34 dated November 6, 2023.

This Change Order represents a maximum total amount that is authorized to complete the work indicated. Where any condition exists that will cause expenditure in excess of the cost authorized the Contractor will notify the Owner's Representative immediately for instructions.

The attached Proposal #34 from Curtiss-Manes-Schulte dated November 6, 2023, represents costs based on the scope identified on the above documents.

No additional Contract Time extension involving this Change will be issued.

Boone County Road & Bridge Dept. recently determined it would be preferred to replace some existing interior and exterior doors at their existing facility as well as provide some additional electrical scope of work, both part of the Purchasing Renovations portion of the project. Several existing doors were determined to be preferred to be replaced based on condition and age. Where possible some new doors and hardware components that Road & Bridge already had on hand will be installed by the Contractor as part of this Work instead purchasing new components in order to minimize costs. The attached Proposal #34 dated November 6, 2023 and RFP #8 dated October 11, 2023 documents provide more detail and specific information regarding the changes included in this Work.

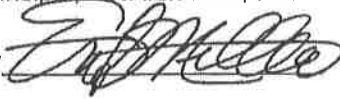
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**Not valid until signed by the Owner, Architect and Contractor.**

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The original Contract Sum was	\$ 4,079,829.00
Net change by previously authorized Change Orders	\$ 853,966.27
The Contract Sum prior to this Change Order was	\$ 4,933,795.27
The Contract Sum will be Increased/Decreased by this Change Order in the amount of	\$ 11,909.91
The new Contract Sum including this Change Order will be	\$ 4,945,705.18
The Original Contract Time for the project was	808 days
Contract Period for Construction is Increased/Decreased by	0 days
New Contract Period for New Building and Site	808 days
Contract Completion Date is	April 11, 2024

ARCHITECT  
Architect's Agent  
Erik Miller, AIA, CDT  
Principal, PWArchitects, Inc.

BY 

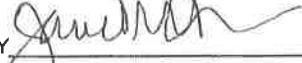
DATE 11/22/2023

CONTRACTOR  
Curtiss-Manes-Schulte, Inc.  
Shawn Schulte  
Owner

BY 

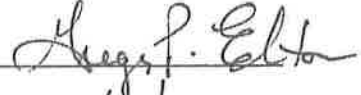
DATE 11/15/2023

OWNER  
Boone County, Missouri  
Janet M. Thompson  
District II Commissioner

BY 

DATE 12/19/2023

OWNER'S REPRESENTATIVE  
Boone County Road & Bridge  
Greg Edington  
Director

BY 

DATE 12/7/2023