

71-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 10

In the County Commission of said county, on the 11th day of February 20 10

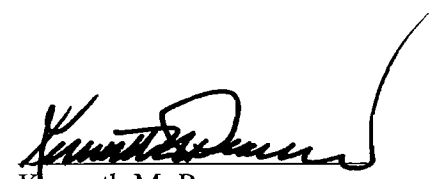
the following, among other proceedings, were had, viz:

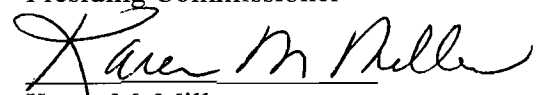
Now on this day the County Commission of the County of Boone does hereby authorize the acceptance and signing of grant award number R2010-VAWA-0001 2010 Recovery STOP Violence Against Women Act for the period starting on 01/01/2010 to 04/30/2011 in the amount of \$58,189.73. This grant money will fund a Domestic Assault Court Coordinator. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

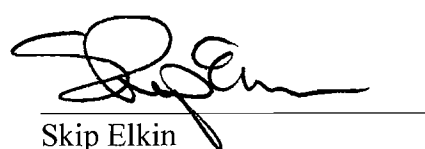
Done this 11th day of February, 2010.

ATTEST:

Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

JEREMIAH W. (JAY) NIXON
Governor



Truman Building, Room 870
Mailing Address: P.O. Box 749
Jefferson City, MO 65102-0749
Telephone: 573-751-4905
FAX: 573-751-5399
Internet Address:
<http://www.dps.mo.gov>

JOHN M. BRITT
Director

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

February 3, 2010

Deborah Daniels
Boone, County of
705 E. Walnut
Columbia, MO 65201

71-2010

RE: Domestic Assault Court Court Coordinator - 2, R2010-VAWA-0001

Dear Ms. Daniels:

Enclosed you will find the following documents necessary to accept the **2010 Recovery STOP Violence Against Women Act (VAWA)** Grant contract for the above referenced project:

- **2 copies of the Recovery VAWA Award of Contract** - to accept this award, it will be necessary for both you and the Authorized Official to sign (original, ink signature) all the enclosed Award of Contract documents.
- **2 copies of the Recovery VAWA Certified Assurances and Special Conditions** - to accept this award, it will be necessary for both you and the Authorized Official to sign (original, ink signature) all the enclosed Certified Assurances and Special Conditions documents.
- **Vendor ACH/EFT Verification/Application** –
 - If you currently have your DPS grant payments electronically deposited, please complete the verification form attached to the Vendor ACH/EFT application form.
 - If you currently do not have your VAWA grant payments electronically deposited and you are eligible you will begin receiving ACH/EFT payment. Please complete the Vendor ACH/EFT application form.

Please return **both** copies of the Award of Contract, the Certified Assurances and Special Conditions and the Vendor ACH/EFT verification form or application to our office no later than January 8, 2010.

If approved by the Director of the Department of Public Safety, signed copies of the award documents will be returned to you for your records at the compliance seminar. **The 2010 Recovery VAWA Compliance Seminar will be held Monday, February 1, 2010 via webinar. You will be notified of the times at a later date.** Please note that the award process is not complete until all required paperwork with appropriate signatures and data is received and approved by the Director of the Department of Public Safety. The Department of Public Safety reserves the right to withhold or deny funding if all procedures are not completed in a timely manner. **The approved contract period for this project is January 1, 2010 to April 30, 2011. Expenses incurred outside of this period are not eligible for reimbursement.**

At the end of each month beginning January 2010, you will receive a Monthly Report of Expenditures/Request for Reimbursement and Detail of Expenditures forms. These forms must be completed and returned to the above address by the 5th of the following month. These forms **must be completed even if no expenditures were made** and reimbursement is not requested. Reports that are received late will not be processed until the following month. Failure to submit the monthly report will be documented as an issue of noncompliance.

Congratulations on being selected to receive a 2010 Recovery Violence Against Women Act Grant Award of Contract. We look forward to working with you and your organization to improve the services for victims of crime in the State of Missouri.

Sincerely,

A handwritten signature in cursive script that reads "Marc Peoples".

Marc Peoples, Program Manager

cc: File R2010-VAWA-0001

Ken Pearson

Enclosures



Contractor Name
Boone, County of

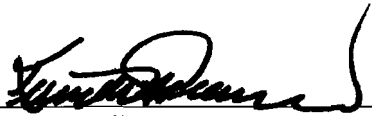
Project Title
Domestic Assault Court Court Coordinator - 2


Contract Period	State/Federal Funds Awarded	Contract Number
FROM< 01/01/10 TO< 04/30/11	\$58,189.73	R2010-VAWA-0001

Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Special Conditions. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

This award is subject to Special Conditions (if the box is checked, see attached).

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.


 Authorized Official 2/11/2010
Date


 Project Director Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the authorized official of the Department of Public Safety.

 Authorized Official, Department of Public Safety

January 1, 2010

Award Date



Contractor Name Boone, County of		
Project Title Domestic Assault Court Court Coordinator - 2		
Contract Period FROM< 01/01/10 TO< 04/30/11	State/Federal Funds Awarded \$58,189.73	Contract Number R2010-VAWA-0001

Office of Administration

Program Reporting Requirements and Certification

In accordance with the American Recovery and Reinvestment Act of 2009 (ARRA), §3, funds made available under ARRA should be used to preserve and create jobs and promote economic recovery; assist those most impacted by the recession; provide investment needed to increase economic efficiency by spurring technological advances in science and health; invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. ARRA funds should be managed and expended so as to achieve the purposes specified as quickly as possible consistent with prudent management.

Congress has specifically mandated that all ARRA recipients that receive funds directly from the federal government must report on the use of said funds for purposes of transparency and oversight. All funds issued under ARRA are subject to unparallel scrutiny, with specific distribution and reporting requirements by the federal government and the State of Missouri.

ARRA funds are derived from a unique funding source and shall be tracked separately at all times. Accordingly, it is agreed and understood that by accepting ARRA funds through this contract that each Grantee assures that it and its subrecipient(s) will fully comply with the requirements herein and any requirements hereafter issued by the federal government or the State of Missouri for compliance with ARRA and other related federal and state laws. Further, it is understood that this contract is subject to all applicable terms and conditions of ARRA. It is anticipated that future guidance on requirements for tracking and reporting expenditures of ARRA funds will be issued by the Director of the Office of Management and Budget (OMB) or other federal agencies. Each Grantee specifically assures that it and its subrecipient(s) will comply with all such requirements as published at any time during the contract period in order to allow for the accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.

ARRA, §1512, referred to as the Jobs Accountability Act, sets forth certain reporting requirements that the State of Missouri must comply with and submit to the federal government no later than ten (10) days after the end of each calendar quarter beginning January 10, 2010. Accordingly, the Grantee assures that it and its subrecipient(s), through the Grantee, shall submit the following information in a timely manner to the State of Missouri, Department of Public Safety, no later than 5 days after the end of each calendar month, beginning on January 1, 2010:

- (1) The total amount of ARRA funds the recipient received from the State of Missouri;
- (2) The dollar amount of ARRA Funds that were expended or obligated for each project or activity;

- (3) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
- the name of the project or activity;
 - a description of the project or activity;
 - an evaluation of the completion status of the project or activity;
 - an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - for infrastructure investments, the purpose, total cost, and rationale for funding the infrastructure investment with funds made available under ARRA, and the name of the person to contact if there are concerns with the infrastructure investment;
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282, hereafter referred to as the “Transparency Act”), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget; and
- (5) A 2008 amendment to the Transparency Act called the “Government Funding Transparency Act of 2008” (Public Law 110-252) added a requirement to collect compensation information on certain chief executive officers (CEOs) of the recipient and subrecipient entity. Accordingly, the Grantee assures that it and its subrecipient(s) shall report required information under the Transparency Act, including, but not limited to:

- The name of the entity receiving the award;
- The amount of the award;
- The transaction type;
- The funding agency;
- The Catalog of Federal Domestic Assistance number;
- The program source;
- The location of the entity receiving the award, including four data elements for the city, State, Congressional district, and country;
- The location of the primary place of performance under the award, including four data elements the city, State, Congressional district, and country;
- A unique identifier of the entity receiving the award;
- A unique identifier for the parent entity for the recipient, should the recipient be owned by another entity; and
- The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.

Standard data elements and federal instructions for use in complying with reporting requirements under §1512, ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov.

Buy American

In accordance with ARRA, §1605, the Grantee assures that it and its subrecipient(s) will not use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Grantee understands that this

requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, §1605.

Wage Rate Requirements

In accordance with ARRA, §1606, the Grantee assures that it and its subrecipient(s) shall fully comply with said section in that notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Whistleblower Protection

In accordance with ARRA, §1553, the Grantee assures that it and its subrecipient(s) shall fully comply with said section, including, but not limited to, assuring that its employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal government or any representative thereof, the State of Missouri, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to this contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the Grantee assures that it and its subrecipient(s) shall post notice of the rights and remedies provided in ARRA, §1553.

Inspection of Documents

In accordance with ARRA, §§902, 1514 and 1515, the Grantee assures that it and its subrecipient(s) will cooperate with any representative of the State of Missouri, Comptroller General, or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) in the examination of its records that pertain to, and involve transactions relating to this contract, and agrees that it and its personnel can be interviewed by said entities regarding this contract and related program.

Additional Restrictions of ARRA Funds

In accordance with ARRA, §1602, the Grantee assures that it and its subrecipient(s) will give preference to activities, funded by ARRA for infrastructure investment, that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the enactment of ARRA and in a manner that will maximize job creation and economic benefit.

In accordance with ARRA, §1604, the Grantee assures that it and its subrecipient(s) shall not use ARRA funds for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.

In accordance with ARRA, §1554, Grantee assures to the maximum extent possible that it and its subrecipient(s) will award contracts funded in whole or in part with ARRA funds as fixed-price contracts through the use of competitive procedures. It will also provide a summary to the State of Missouri, Department of Public Safety, of any said contract awarded by the Grantee or its subrecipient(s) that is not fixed-price and

not awarded using competitive procedures for posting in a special section of the website established in ARRA, §1526.

In accordance with ARRA, §1609, the Grantee assures that it and its subrecipient(s) will comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended. (42 U.S.C. 4371, *et seq.*). The Grantee assures that it and its recipient(s) will submit information on the status and progress of those projects and activities using ARRA funds subject to NEPA pursuant to any requirements of the Council on Environmental Quality (CEQ) and OMB.

In accordance with ARRA, §1512(h), the Grantee assures that it and its subrecipient(s) (first-tier) shall register in the Central Contractor Registration (CCR) database at www.ccr.gov, and maintain current registration at all time during the pendency of this contract. In order to register in CCR, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See www.dnb.com.

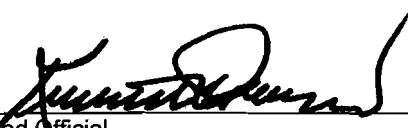
Employment of Unauthorized Aliens Prohibited

Pursuant to §285.530.1, RSMo, the Grantee assures that it and its subrecipient(s) do not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Grantee and its subrecipient(s) shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

Enforceability

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


Authorized Official _____ Date 2/11/2010

Project Director

Date

VENDOR ACH/EFT VERIFICATION FORM

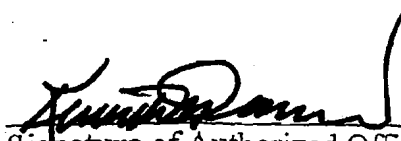
If your agency currently receives DPS grant payments via electronic transfer of funds, please complete this verification document and submit with your grant Award documents. If your agency does not currently receive DPS grant payments via electronic transfer or if your agency is a new grant recipient, and you would like to have your DPS reimbursements electronically deposited, please complete the attached Vendor ACH/EFT Application form and submit it with your Award documents for this grant.

Agency (Vendor) Name: Boone County / 13th Judicial
Circuit Court

Current DPS Contract #(s): 2008-VAWA-0062

New Grant Contract #: R 2010-VAWA - 0001
(As shown on the enclosed Award of Contract)

By signing below you acknowledge that your agency currently receives reimbursement of DPS grant funds via electronic transfer and requests to continue receiving reimbursement of funds via electronic transfer for the grant indicated on the enclosed Award of Contract.



Signature of Authorized Official

2/11/2010

Date

Recovery VAWA CERTIFIED ASSURANCES and SPECIAL CONDITIONS

AGENCY NAME: Boone, County of

PROJECT TITLE: Domestic Assault Court Court Coordinator - 2

The Subgrantee is subject to compliance with the following assurances and conditions:

Laws, Orders, Circulars and Regulations:

The Subgrantee agrees to comply, and assure that all its subcontractors will comply, with the applicable provisions of Sections 2001 through 2006 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended by Title IV, section 40121 of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322; the Violence Against Women Act of 2000, P.L. 106-386, the Reauthorized Violence Against Women Act of 2005, P.L. 109-162; the applicable Program Guidelines and Regulations; the Missouri Department of Public Safety STOP VAWA Request for Proposal and Application Packet for the specified contract period; the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide; and all other applicable federal and State laws, orders, circulars or regulations as they pertain to the use of STOP VAWA and match funds.

Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes: (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award. In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office On Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award. It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

Services to Victims of Domestic and/or Sexual Violence, their children and Batterer Intervention Programs:

The Subgrantee, if providing services to victims of domestic and/or sexual violence, their children and Batterer Intervention Programs through this contract, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence Service Standards and Guidelines for Domestic Violence Programs, Sexual Violence Programs and/or Batterer Intervention Programs, as they relate to the provision of services required herein.

Civil Rights Information:

The Subgrantee agrees to collect and maintain information on race, sex, national origin, age, and disability of recipients of assistance, where such information is voluntarily furnished by those receiving assistance.

Coordination of Activities:

The Subgrantee shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.

Non-Supplantation:

The Subgrantee assures that federal funds made available will not be used to supplant state and 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 the activities of this project (Supplanting does not apply to non-profit organizations).

Data Collection:

The Subgrantee assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Department of Justice, Office of Justice Programs.

Audit Requirement:

An audit is required for the **Agency** fiscal year when **FEDERAL** financial assistance (which consists of **ALL** funds received the Federal Government or federal funds passed through state agencies), of \$500,000 or more is expended by the applicant agency. If an audit is required, applicant assures that such audit will be submitted to the MO Dept. of Public Safety, Office of the Director. If applicant receives multiple grants through the MO Dept. of Public Safety and a current audit has already been submitted, a letter from applicant with the corresponding audit dates can be submitted in lieu of a copy of the audit.

Generated Income:

The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be shown on the monthly report.

Timesheets Requirement:

The applicant assures that, **all** project personnel funded through the STOP grant (federal or local funds) will maintain timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to DPS personnel upon request.

Access to Records:

The Subgrantee authorizes the Missouri Department of Public Safety and/or the Office on Violence Against Women and/or the Office of the Comptroller, and its representatives, access to and the right to examine all records, books, paper or documents related to this grant.

Equal Employment Opportunity Program:

The Subgrantee assures that, if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 CFR 42.301-308 et.seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEO on file that meets the requirements therein.

Drug-Free Workplace Act of 1988:

The Subgrantee assures that it will comply, and all its subcontractors will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Lobbying:

Subgrantee understands and agrees that it cannot use any federal or state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

Applicants for DPS awards with total costs expected to exceed \$100,000 are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-appropriated funds for such purposes, and (3) they will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and obtain necessary certifications from those consortium participants and contractors.

DPS appropriated funds may not be used to pay the salary or expenses of an employee of a grantee, consortium participant, or contractor or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

Discrimination Prohibited:

The Subgrantee assures that it will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (c), or the Victims of Crime Act (as applicable) which prohibits discrimination in federally funded programs on the basis of race, color, national origin, religion or sex not only in respect to employment practices but also in the delivery of services or benefits; Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, or nation origin (includes limited English proficiency – LEP) in federally funded programs; Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in federally funded programs on the basis of disability; Subtitle A, Title II of the Americans with Disability Act (ADA) (1990) which prohibits discrimination on the basis of disability; Title IX of the Education Amendments of 1972 which prohibits discrimination in federally funded programs on the basis of sex; the Age Discrimination Act of 1975 which prohibits discrimination in federally funded programs on the basis of age; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination 28 CFR Part 35 and Part 39.

The Subgrantee assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), age, disability or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights (OCR) of the Office of Justice Programs, U.S. Department of Justice for review.

Limited English proficiency (LEP):

The Subgrantee assures that, in accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents.

Faith-based Organizations:

Such organizations applying for and receiving federal funds must ensure that services are offered to all crime victims without regard to religious affiliation, that federal funds are not used for inherently religious activities – that these activities must be held separately from the federally funded activities and that the receipt of services is not contingent upon participation in a religious activity or event.

Historic Preservation Act:

Subgrantees must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.

Fair Labor Standards Act:

All recipients of federal funds will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

Injury or Damage:

The Subgrantee agrees that they will be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the Subgrantee on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the Subgrantee's performance under the contract, the Subgrantee assumes the obligation to save the Department of Public Safety (DPS) and the Office of the Director, including its officers, employees and representatives, harmless and to indemnify DPS and the Office of the Director, including its officers, employees and representatives, from every expense, liability or payment arising out of such negligent act. The Subgrantee also agrees to hold DPS and the Office of the Director, including its officers, employees and representatives, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Subgrantee under the terms of the contract.

Printed Materials:

All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.

Relationship:

The Subgrantee agrees that they will represent themselves to be an independent Subgrantee offering such services to the general public and shall not represent themselves or their employees to be employees of the Office of the Director or the Department of Public Safety. Therefore, the Subgrantee shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agree to indemnify, save, and hold the Office of the Director and the Department of Public Safety, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

Law Enforcement Certification:

1. If the Subgrantee is a law enforcement agency, the Subgrantee assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that "any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety or criminal justice purposes."

2. The applicant assures that, if this project is intended for law enforcement agency, such agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting. Section 43.505, subsection 3, states that "Every law enforcement agency in the state shall:

A) Submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department; and

B) Submit any other crime incident information which may be required by the Department of Public Safety."

Section 43.505, subsection 4 states “Any law enforcement agency that violates this section may be ineligible to receive state or federal funds which would otherwise be paid to such agency for law enforcement, safety or criminal justice purposes.”

3. The applicant assures that, if the project is intended for law enforcement agency, such agency is in compliance with the provisions of Section 590.650, RSMO relating to racial profiling. Failure to comply with these statutory provisions may result in the withholding of funds to the noncompliant law enforcement agency.

Criminal or Civil Filings:

The Subgrantee assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration, or service of a protection order or a petition for a protection order, to protect a victim of domestic violence, stalking or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, or service of a warrant, protection order, petition for a protection order or witness subpoena, whether issued inside or outside this state.

Forensic Medical Exams:

To the extent funds are not available from other sources, the state, must incur the full out-of-pocket cost of forensic medical exams for victims of sexual assault. No State, territory, Indian tribal government, unit of local government, or another governmental entity shall require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, reimbursement for charges incurred on account of such an exam, or both.

Polygraph/Voice Stress Analysis:

No prosecuting or circuit attorney, peace officer, governmental official, or employee of a law enforcement agency shall request or require a victim of sexual assault under section 566.040 or forcible rape under section 566.030 to submit to any polygraph test or psychological stress evaluator exam as a condition for proceeding with a criminal investigation of such crime.

Court Records:

After August 28, 2007, any information contained in any court record, whether written or published on the Internet, that could be used to identify or locate any victim of sexual assault, domestic assault, stalking, or forcible rape shall be closed and redacted from such record prior to disclosure to the public. Identifying information shall include the name, home or temporary address, telephone number, social security number or physical characteristics.

Victims' Rights Compliance:

The Subgrantee assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo**. (These eligible direct victim services do not include general witness assistance).

Consultation with Victim Services:

Prosecution, law enforcement and court based applicants must consult with tribal, territorial, State, or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.

Nondisclosure of confidential or Private Information:

Subgrantees may not disclose personally identifying information about victims served with OVW STOP funds without a written release unless the disclosure of the information is required by a statute or court order. This applies whether the information is being requested for an OVW grant program or another Federal agency, state, tribal, or territorial grant program. This provision also limits disclosures by OVW Subgrantees to OVW grantees, including disclosures to statewide or regional databases.

Criminal Activity:

The Subgrantee assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

Renewal:

An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

Fund Availability:

It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Match:

State and local units of government are required to provide 25% of the total project cost as match. Match may be provided in the form of cash or in-kind match. All funds designated as match are restricted to the same uses as the STOP program funds and must be expended within the grant period. Match must be provided on a project-by-project basis. Matching funds are not required for any victim service provider; however, victim service providers may voluntarily provide match on the STOP grant.

RECOVERY ACT – Conflict with Other Standard Terms and Conditions:

The subgrantee understands and agrees that all other terms and conditions contained in this award, or in applicable DPS grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA” or “Recovery Act”) requirements. Recipients are responsible for contacting DPS for any needed clarifications.

RECOVERY ACT: One Time Funding

One-time funding the subgrantee understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional DPS funding.

RECOVERY ACT: Tracking Information

The subgrantee agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DPS award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the subgrantee and all subrecipients must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The subgrantee further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.

RECOVERY ACT - Monthly Financial Reports :

The subgrantee agrees to submit monthly financial status reports to DPS. At present, these reports are to be submitted by mail using DPS approved expenditure form, not later than the 5th of each month. The subgrantee understands that after June 5, 2011, DPS will not accept any expenditure for this award.

RECOVERY ACT – Reporting and Registration Requirements under Section 1512 of the Recovery Act. :

This award requires the subgrantee to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

The reports are due no later than five calendar days after each calendar month in which the subgrantee receives the assistance award funded in whole or in part by the Recovery Act.

Recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

The subgrantee shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided by DPS and ensure that any information that is pre-filled is corrected or updated as needed.

RECOVERY ACT – Provisions of Section 1512(c) the recipient understands that section 1512(c) of the Recovery Act provides as follows:

Subgrantee Reports- Not later than 5 days after the end of each calendar quarter, each subgrantee that received recovery funds from a Federal agency shall submit a report to that DPS that contains-

- (1) The total amount of recovery funds received from that agency;
- (2) The amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) A detailed list of all projects or activities for which recovery funds were expended or obligated, including-
 - (A) The name of the project or activity;
 - (B) A description of the project or activity;
 - (C) An evaluation of the completion status of the project or activity;
 - (D) An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - (E) For infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the subgrantee to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

RECOVERY ACT – Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct:

The subgrantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Recovery Act funds under 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 involving Recovery Act funds. This condition also applies to any subrecipients.

Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –

Mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov

Hotline: (contact information in English and Spanish): (800) 869-4499

Or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig .

RECOVERY ACT – Limit on Funds (Recovery Act, section 1604):

The subgrantee agrees that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

RECOVERY ACT – Buy American Notification (Recovery Act, section 1605):

The subgrantee understands that this award is subject to the provisions of section 1605 of the Recovery Act (“Buy American”). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the subgrantee provides advance written notification to the DPS and OJP, and a Grant Adjustment Notice is issued that modifies this special condition to add government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.

Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

For purposes of this special condition, the following definitions apply:

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been-
Processed into a specific form and shape; or
Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbons, and may include other elements.

For purposes of DPS grants, projects involving construction, alteration, maintenance, or repair of jails, detention facilities, prisons, public crime victims’ shelters, police facilities, or other similar projects will likely trigger this provision.

NOTE: The subgrantee is encouraged to contact the DPS program manager – in advance – with any questions concerning this condition, including its applicability to particular circumstances.

RECOVERY ACT - Whistleblower Protection:

In accordance with ARRA, §1553, the Subrecipient(s) assures shall fully comply with said section, including, but not limited to, assuring that its employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the federal government or any representative thereof, the State of Missouri, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to this contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the subrecipient(s) assures that it shall post notice of the rights and remedies provided in ARRA, §1553.

RECOVERY ACT – Wage Rate Requirements under Section 1606 of the Recovery Act:

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

RECOVERY ACT – NEPA and Related Laws:

The subgrantee understands that all OVW awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subgrantee agrees to assist OVW in carrying out its responsibilities under NEPA and related laws, if the subgrantee plans to use Recovery Act funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The subgrantee also agrees to comply with all Federal,

State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

RECOVERY ACT – Misuse of Award Funds:

The subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

RECOVERY ACT -Employment of Unauthorized Aliens Prohibited:

Pursuant to §285.530.1, RSMo, the subrecipient(s) assures that it do not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, subrecipient(s) shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

RECOVERY ACT – Enforceability:

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

RECOVERY ACT – Additional Requirements and Guidance:

In accordance with ARRA, §1602, the subrecipient(s) assures that it will give preference to activities, funded by ARRA for infrastructure investment, that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the enactment of ARRA and in a manner that will maximize job creation and economic benefit.

In accordance with ARRA, §1554, subrecipient(s) assures to the maximum extent possible that it will award contracts funded in whole or in part with ARRA funds as fixed-price contracts through the use of competitive procedures. It will also provide a summary to the State of Missouri, Department of Public Safety of any said contract awarded by the Grantee or its subrecipient(s) that is not fixed-price and not awarded using competitive procedures for posting in a special section of the website established in ARRA, §1526.

In accordance with ARRA, §1609, the subrecipient(s) assures that it will comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended. (42 U.S.C. 4371, *et seq.*). The subrecipient(s) assures that it will submit information on the status and progress of those projects and activities using ARRA funds subject to NEPA pursuant to any requirements of the Council on Environmental Quality (CEQ) and OMB.

The subgrantee agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP or DPS (including government-wide) guidance and clarifications of Recovery Act requirements.


Termination of Award:

The Missouri Department of Public Safety, Office of the Director reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the Subgrantee. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subgrantee under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The Subgrantee shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

Annual Performance Report:

The Subgrantee agrees to provide information on the activities supported and an assessment of the effects that the STOP funds have had on violence against women for a one year period January 1 through December 31. This information will be submitted electronically through the use of the Annual Progress Report no later than January 31st of each year.

The Subgrantee hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.



Authorized Official 2/16/2010
DATE



Project Director 2-9-2010
DATE

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 10

In the County Commission of said county, on the

11th

day of

February

20

10

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation contract 3-091112 with The G.W. Van Keppel Company of Kansas City, Kansas to purchase a Chip Spreader (\$221,560.00) with a 12'x24' Hopper (\$4,500.00) and a two year/ 7,000 hour Cummins Engine Warranty (\$765.00). It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of February, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 12, 2010
RE: 3-091112 – Chip Spreader

Purchasing and Public Works request permission to utilize the Missouri Department of Transportation contract 3-091112 to purchase a Chip Spreader (\$221,560.00) with a 12'x24' Hopper (\$4,500.00) and a two year/7,000 hour Cummins Engine Warranty (\$765.00) from The G.W. Van Keppel Company of Kansas City, Kansas..

Total cost of contract is \$226,825.00 and will be paid from department 2040 – Public Works Maintenance Operations, account 92300 – Replacement Machinery and Equipment. \$225,000.00 was budgeted for 2010 (savings from the Oil Distributor covers this purchase).

The Purchasing Department requests permission to dispose of the following surplus:
1996 Etnyre Chip Spreader, fixed asset tag 10604.

Attached is the Disposal Form for signature.

ATT Public Works Memo
Disposal Form

cc: Greg Edington, PW
Contract File

72-2010

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : October 27, 2009

FIXED ASSET TAG NUMBER: 10604

RECEIVED

OCT 28 2009

BOONE COUNTY AUDITOR

1996
DESCRIPTION: Etnyre Chip Spreader self-propelled 4wd

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION: model : 4wd ET124

CONDITION OF ASSET: Poor, needs significant labor and parts to be functional

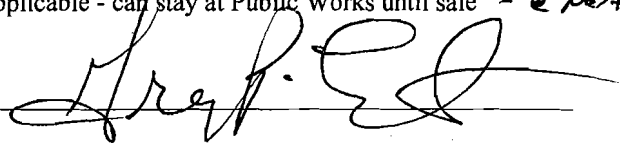
Recently have expended over 3x the purchase price of the unit in repairs for its time in service. Unit has fairly new final drives, belts, + roller bearings.

REASON FOR DISPOSITION: Unit is not functional - needs repairs to hopper assy to function properly. May need a new extendable gate section to be operable. Needs \$15,000 + in repairs.

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Not applicable - can stay at Public Works until sale - @ North Facility

DEPARTMENT: 2040

SIGNATURE



AUDITOR

Receipt into:

ORIGINAL PURCHASE DATE 4/18/1996
ORIGINAL COST 152,875.00
ORIGINAL FUNDING SOURCE 2741
1605

2049-3835

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 72-2010

DATE APPROVED 2-11-2010

SIGNATURE 

**PURCHASE AGREEMENT FOR
CHIP SPREADER**

THIS AGREEMENT dated the 11 day of Feb 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **The G.W. Van Keppel Company**, herein "Vendor."

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 for **Chip Spreader** in compliance with all bid specifications, any addendum issued for the Missouri Department of Transportation Contract **3-091112**, and The G.W. Van Keppel Company quote December 23, 2009. All such documents shall constitute the contract documents which are 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 conflict between any of the foregoing documents, this Purchase Agreement and the Missouri Department of Transportation Contract 3-091112 shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one each of the following:

- | | |
|---|---------------------|
| • Etnyre 12'/24' Variable Chipspreader, 4wd | \$221,560.00 |
| • 12'x24' Hopper | \$4,500.00 |
| • 2 year/7000 hour Cummins Engine Warranty | \$765.00 |
| ○ \$200 Deductible. Parts & Labor only. | |
| ○ Travel not included | |
| • For a total contract price of | \$226,825.00 |

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 60-90 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, 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.

5. **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.

6. **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. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. 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 writteh.

THE G.W. VAN KEPPEL COMPANY

by Ryan Cole
title Sales Representative

BOONE COUNTY, MISSOURI

by: Boone County Commission
Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

J. Pleasure
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

In accordance with RSMo 55.660, 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.)

<u>Jane E. Pitchford</u> Signature	<u>1/21/10</u> Date	<u>2040 / 92300 / \$226,825.00</u> Appropriation Account
---------------------------------------	------------------------	---

73 2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 10

In the County Commission of said county, on the 11th day of February 20 10

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

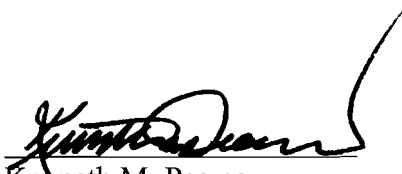
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover cost of trial expenses and Special Prosecutor Fees for 2009:


Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency	Emergency	5,520.00	
1262	84600	Victim Witness	Court Costs		100.00
1262	84700	Victim Witness	Witness Fees		3,468.00
1262	84800	Victim Witness	Transcripts		400.00
1261	71105	Victim Witness	Legal Fees		1,552.00

Done this 11th day of February, 2010.

ATTEST:

Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

73 2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 10

In the County Commission of said county, on the 11th day of February 20 10

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

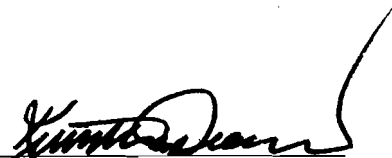
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover cost of trial expenses and Special Prosecutor Fees for 2009:


Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency	Emergency	5,520.00	
1262	84600	Victim Witness	Court Costs		100.00
1262	84700	Victim Witness	Witness Fees		3,468.00
1262	84800	Victim Witness	Transcripts		400.00
1261	71105	Victim Witness	Legal Fees		1,552.00

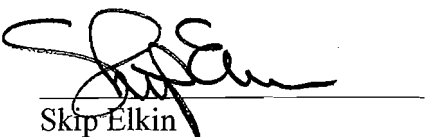
Done this 11th day of February, 2010.

ATTEST:

Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST FOR BUDGET REVISION

2007
73-2010

BOONE COUNTY, MISSOURI

RECEIVED

12/31/09

~~1/22/10~~

EFFECTIVE DATE

JAN 27 2010

FOR AUDITORS USE

Department				Account					Department Name		BOONE COUNTY AUDITOR Account Name		(Use whole \$ amounts)	
													Transfer From	Transfer To
													Decrease	Increase
1	1	2	3	8	6	8	0	0	Emergency	Emergency	5,520.00			
1	2	6	2	8	4	6	0	0	Victim Witness	Court Costs		100.00		
1	2	6	2	8	4	7	0	0	Victim Witness	Witness Fees		3468.00		
1	2	6	2	8	4	8	0	0	Victim Witness	Transcripts		400.00		
1	2	6	1	7	1	1	0	5	Victim Witness	Legal Fees		1552.00		

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **Cover cost of trial expenses and Special Prosecutor Fees for 2009.**

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES NO
If not, please explain (use an attachment if necessary):

Daniel H. Knight 1-26-10
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

Agenda

cg
Auditor's Office

Karen A. Miller

[Signature]

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

LEDGER YEAR	DEPT	DEPARTMENT NAME	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2009	1262	VICTIM WITNESS	20000	22000	POSTAGE		.00	.00	.00
	1262	VICTIM WITNESS		22500	SUBSCRIPTIONS/PUBL	448.00	448.00	369.85	78.15
	1262	VICTIM WITNESS		23000	OFFICE SUPPLIES	1,917.00	1,817.00	1,388.77	428.23
	1262	VICTIM WITNESS		23001	PRINTING	300.00	100.00	65.00	35.00
	1262	VICTIM WITNESS		23050	OTHER SUPPLIES	250.00	250.00	71.94	178.06
	1262	VICTIM WITNESS		23850	MINOR EQUIP & TOOL	750.00	750.00	636.22	113.78
					TOTAL	3,665.00	3,365.00	2,531.78	833.22
2009	1262	VICTIM WITNESS	30000	37000	DUES	325.00	325.00	200.00	125.00
	1262	VICTIM WITNESS		37200	SEMINARS/CONFEREN/	180.00	180.00	345.00	165.00-
	1262	VICTIM WITNESS		37220	TRAVEL (AIRFARE, M	330.00	330.00	263.57	66.43
	1262	VICTIM WITNESS		37230	MEALS & LODGING-TR	340.00	340.00	320.27	19.73
					TOTAL	1,175.00	1,175.00	1,128.84	46.16
2009	1262	VICTIM WITNESS	40000	48000	TELEPHONES	1,850.00	2,150.00	2,034.06	115.94
					TOTAL	1,850.00	2,150.00	2,034.06	115.94
2009	1262	VICTIM WITNESS	80000	84010	RECEPTION/MEETINGS	150.00	150.00	150.00	.00
	1262	VICTIM WITNESS		84600	COURT COSTS	3,500.00	4,500.00	4,088.15	411.85
	1262	VICTIM WITNESS		84700	WITNESS EXPENSES	5,500.00	11,500.00	13,938.45	2,438.45-
	1262	VICTIM WITNESS		84800	TRANSCRIPTS-CRIMIN	4,850.00	6,350.00	6,631.34	281.34-
					TOTAL	14,000.00	22,500.00	24,807.94	2,307.94-
					TOTAL	20,690.00	29,190.00	30,502.62	1,312.62-

*** END OF REPORT ***

Per phone call from Bonnie 2/5. Additional expense charged on P-Card of \$488.⁰⁰ - Add to account

01/28/10 08:24:25

PAGE 1

LEDGER YEAR	DEPT NAME	DEPARTMENT NAME	ACCOUNT CLASS	ACCOUNT NAME	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2009	1123	EMERGENCY & CONTINGE	80000	86800	EMERGENCY	725,000.00	648,185.00	.00	648,185.00
	1123	EMERGENCY & CONTINGE	86850	86850	CONTINGENCY	8,000.00	.00	.00	.00
				TOTAL		733,000.00	648,185.00	.00	648,185.00
				TOTAL		733,000.00	648,185.00	.00	648,185.00

* * * END OF REPORT * * *

01/28/10 15:48:00

PAGE 1

LEDGER YEAR	DEPT	DEPARTMENT NAME	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2009	1261	PROSECUTING ATTORNEY	70000	71000	INSURANCE AND BOND		.00	.00	.00
	1261	PROSECUTING ATTORNEY		71100	OUTSIDE SERVICES	1,000.00	1,000.00	49.90	950.10
	1261	PROSECUTING ATTORNEY		71500	BUILDING USE/RENT	146,621.00	146,621.00	146,621.00	.00
	1261	PROSECUTING ATTORNEY		71600	EQUIP LEASES & MET	205.00	205.00	206.60	1.60-
					TOTAL	147,826.00	147,826.00	146,877.50	948.50
					TOTAL	147,826.00	147,826.00	146,877.50	948.50

* * * E N D O F R E P O R T * * *

RECEIVED

PAYMENT REQUISITION

2009

1/19/10

1/29/10

JAN 27 2010

REQUEST DATE

VENDOR DUE DATE

BOONE COUNTY, MISSOURI

BOONE COUNTY AUDITOR

4978

Earl Seitz

VENDOR NO.

VENDOR NAME

PHONE

ADDRESS

CITY

STATE

ZIP

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements. Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Dues
- Training (registration/conf fees)
- Refund of Fees Previously Paid to County
- Pub/Subscription/Transcript Copies
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)
- Tool and Uniform Reimb

#

(Enter Applicable Bid / Sole Source / Emergency Number)

Fund	Department	Account	Invoice Number and Customer Account Number	Amount
	1 2 6 /	7 1 1 0 5	State v. Marcus Rodhouse Special Prosecutor	2432.50
			Budget Revision from Emergency on agenda for 2/2/10. Okay to proceed with payment. cg 1/28/10	
			Total	2432.50

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Prepared By

Approving Official

County Commission Approval

Auditor Approval

IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI
ASSOCIATE DIVISION

FILED
BOONE COUNTY

DEC 29 2009

STATE OF MISSOURI,
Plaintiff,

vs.

MARCUS A. RODHOUSE,
Defendant.

)
)
)
)
)
)
)

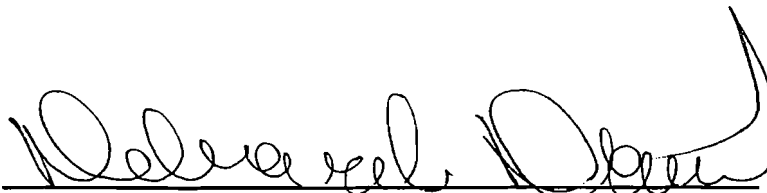
CIRCUIT COURT
COLUMBIA, MO.

Case No. 09BA-CR01727;
09BA-CR01728; and
09BA-CR02866

ORDER

NOW, on this 29th day of December 2009, the above matters come on for hearing. State appears by Special Prosecuting Attorney Earl F. Seitz and Special Prosecutor Seitz dismisses the above cases without prejudice. Special Prosecutor Seitz submits statements in the amount of \$1,960.00 on Case numbers 09BA-CR01727 and 09BA-CR01728 and in the amount of \$472.50 on Case number 09BA-CR02866 for a total due and owing in the total amount of \$2,432.50, copies of said statements attached hereto and incorporated herein. The Court finds these charges are fair and reasonable.

IT IS THEREFORE ORDERED that the amount of Two Thousand Four Hundred Thirty-two Dollars and Fifty Cents (\$2,432.50) shall be paid to Earl F. Seitz in payment of his legal services as Special Prosecuting Attorney on these cases and that the same shall be paid by the County of Boone.


THE HONORABLE DEBORAH DANIELS
JUDGE, ASSOCIATE CIRCUIT COURT
BOONE COUNTY, MISSOURI



FY 2009
Budget Amendments/Revisions
Victim Witness (1262)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1		1262 1263	Salaries and Wages Salaries and Wages	75	75	Correct budget revision #9--coding	
2	10/28/2009	84700 84800 84600 1123-86800	Witness Expense Transcripts Court Costs Emergency	6,000 1,500 1,000	8,500	Cover trial expenses for upcoming homicide trials	
3	10/1/2009	3411 10100 2630-10200 2630-10300 2630-10325 2630-10350 2630-10375 2630-10400 2630-10500	Federal Grant Reimb Salaries & Wages FICA Health Insurance Disability Insurance Life Insurance Dental Insurance Workers' Comp 401 (A) Match	10,522 11,160 853 1,188 41 13 89 49 162		Establish budget for grant period Oct - Dec 09 Benefits paid from PA Bad Check Fund	
4	11/24/2009	23000 23001 48000	Office Supplies Printing Telephones	300	100 200	Cover telephone expense for the remainder of the year.	
5	1/27/2010	1123-86800 84600 84700 84800 1261-71105	Emergency Court Costs Witness fees Transcripts Legal Fees	100 3,468 400 1,552	5,520	Cover trial expenses and special prosecutor fees	

2/5/2010

FY 2009
 Budget Amendments/Revisions
 Prosecuting Attorney (1261)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	2/23/2009	1123	86800	Emergency & Contingency	Emergency		26,850	Establish budget for temporary investigator. Budgeted	Tabled by commission
		1261	10100	PA Administration	Salary & Wages	24,308		for 995 hours @ \$24.43	
		1261	10200	PA Administration	FICA	1,860			
		1261	10400	PA Administration	Worker Comp	407			
		1261	91301	PA Administration	Hardware	400		Printer	
		1261	91302	PA Administration	Software	83		Groupwise License	
		1261	91302	PA Administration	Software	401		Novell License	
		2905	91302	LEST	Software	1,850		Karpel License	
		2900	86800	LEST Revenue	Emergency		1,850		
		2	1/27/2010	1123	86800	Emergency	Emergency		
1262	84600			Victim Witness	Court Costs	100			
1262	84700			Victim Witness	Witness fees	3,468			
1262	84800			Victim Witness	Transcripts	400			
1261	71105			Victim Witness	Legal Fees	1,552			

FY 2009
Budget Amendments/Revisions
Emergency (1123-86800)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	1/22/2009	1263	71100	IV-D	Outside Services	2,430			
		1123	86800	Emergency	Emergency		2,430	Cover cost of moving expenses. Cost was in 2008 budget, but not re-budgeted to 2009.	
2	2/23/2009	1123	86800	Emergency & Contingency	Emergency		26,959	Establish budget for temporary investigator. Budgeted for 995 hours @ \$24.43	
		1264	10100	PA-Administration	Salary & Wages	24,308			
		1264	10200	PA-Administration	FICA	1,860			
		1264	10400	PA-Administration	Worker Comp	102			
		1264	91301	PA-Administration	Hardware	400		Printer	
		1264	91302	PA-Administration	Software	83		Groupwise License	
		1264	91302	PA-Administration	Software	101		Novell License	
		2905	91302	LE/Judicial Info System-LEST	Software	1,850		Karpol License	
		2900	86800	LEST Revenue	Emergency		1,850		
3	5/20/2009	1610	60400	Parks & Recreation	Grounds Maintenance	23,266		Cover costs of flood damage repair.	
		1123	86800	Emergency	Emergency		23,266		
4	9/16/2009	1200	71000	Public Administrator	Insurance & Bonds	23		Cover cost of additional bond on closed estate.	
		1123	86800	Emergency	Emergency		23		
5	9/22/2009	1123	86800	Emergency	Emergency		1,500	Cover increased indigent cremations	
		1430	86615	Community Services	Indigent Burials	1,500			
6	9/24/2009	1150	3511	Collector	Cost of Tax Sale Reimb	16,902		Increase budget to reflect the revenue and costs associated with the tax sale	
		1150	84400	Collector	Public Notices	4,919			
		1150	84500	Collector	Title Search	12,608			
		1123	86800	Emergency	Emergency		625		
7	10/16/2009	1123	86800	Emergency	Emergency		16,745	Cover cost of flood damage repair	
		1610	60400	Parks & Recreation	Grounds Maintenance	16,745			
8	10/27/2009	1123	86800	Emergency	Emergency		4,749	Cover increased cost of haul fees for recycling program.	
		1360	71100	Solid Waste Recycling	Outside Services	4,749			
9	10/28/2009	1123	86800	Emergency	Emergency		8,500	Cover trial expenses for upcoming homicide trials	
		1262	84700	Victim Witness	Witness Expenses	6,000			
		1262	84800	Victim Witness	Transcripts	1,500			
		1262	84600	Victim Witness	Court Costs	1,000			
10	11/9/2009	1123	86800	Emergency	Emergency		19,000	Cover 3rd & 4th Qtr Unemployment	
		1192	10600	Employee Benefits	Unemployment	19,000			
11	1/27/2010	1123	86800	Emergency	Emergency		5,520	Cover trial expenses and special prosecutor fees	
		1262	84600	Victim Witness	Court Costs	100			
		1262	84700	Victim Witness	Witness fees	3,468			
		1262	84800	Victim Witness	Transcripts	400			
		1261	71105	Victim Witness	Legal Fees	1,552			
12	2/5/2010	1430	86615	Community Services	Indigent Burials	250		Additional indigent cremation	
		1123	86800	Emergency & Contingency	Emergency		250		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 10

In the County Commission of said county, on the 11th day of February 20 10

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, February 16th, 2010 at 1:00 p.m. The meeting will be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(3) RSMo. to discuss the hiring, firing, disciplining or promoting of particular employee by a public governmental body when personal information about the employee is discussed or recorded.

Done this 11th day of February, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner