

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned Term

Term. 20 11

In the County Commission of said county, on the 13th day of September 20 11

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

Now on this day the County Commission of the County of Boone does hereby set the 2011 tax rates per hundred dollars of assessed valuation for county purposes as follows:

County of Boone	Total \$.2812
General Revenue	\$.1200
Common Road and Bridge	\$.0475
Group Homes	\$.1137
County-wide Surtax on Subclass III Property	\$.6100

Now be it further ordered that the County Commission, having received reports from the various political subdivisions, so sets their tax rates per hundred dollars of assessed valuation as instructed for the year 2011:

State of Missouri	\$.0300
Columbia Public Schools	Total \$4.8812
Incidental Fund	\$1.4212
Teachers Fund	\$2.5581
Debt Service	\$.8019
Capital Projects	\$.1000
Southern Boone County R-I Schools	Total \$4.9660
Incidental Fund	\$3.6860
Teachers Fund	\$.0000
Debt Service	\$1.2800
Capital Projects	\$.0000
Hallsville R-IV Schools	Total \$4.2411
Incidental Fund	\$3.0211
Teachers Fund	\$.0000
Debt Service	\$1.0600
Capital Projects	\$.1600
Sturgeon R-V Schools	Total \$4.9260
Incidental Fund	\$3.6560
Teachers Fund	\$.0000
Debt Service	\$1.2700
Capital Projects	\$.0000

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September Session of the July Adjourned Term

11

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

13th

September

11

In the County Commission of said county, on the

day of

20

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

Centralia R-VI Schools

Total \$4.3595

Incidental Fund	\$3.4695
Teachers Fund	\$.0000
Debt Service	\$.8900
Capital Projects	\$.0000

Harrisburg R-VIII Schools

Total \$4.5533

Incidental Fund	\$3.4033
Teachers Fund	\$.0000
Debt Service	\$1.1500
Capital Projects	\$.0000

New Franklin R-I Schools

Total \$3.9620

Incidental Fund	\$3.4363
Teachers Fund	\$.0000
Debt Service	\$.5257
Capital Projects	\$.0000

Fayette R-III Schools

Total \$4.2095

Incidental Fund	\$3.4567
Teachers Fund	\$.0000
Debt Service	\$.7528
Capital Projects	\$.0000

North Callaway R-I Schools

Total \$3.7904

Incidental Fund	\$3.1282
Teachers Fund	\$.0000
Debt Service	\$.6622
Capital Projects	\$.0000

City of Ashland

Total \$.2612

General Revenue	\$.2612
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City of Centralia

Total \$.9590

General Revenue	\$.6624
Parks & Recreation	\$.2966

City of Columbia

Total \$.4100

General Revenue	\$.4100
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City of Hallsville

Total \$.8689

General Revenue	\$.5789
Debt Service	\$.2900

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September

Term. 20

11

In the County Commission of said county, on the

day of

20

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

Town of Harrisburg

Village of Hartsburg

City of Rocheport

City of Sturgeon

General Revenue \$.3424

General Revenue \$.5141

General Revenue \$.2586

General Revenue \$.5416

Boone County Fire Protection District

Total \$.6340

General Revenue

\$.6051

Dispatch Fund

\$.0289

Southern Bo. Co. Fire Protect. District

Total \$.3567

General Revenue

\$.2125

Dispatch

\$.0280

Debt Service

\$.1162

Boone County Library District

Total \$.3001

Centralia Library District

Total \$.3782

Library

\$.2997

Library Bond

\$.0785

Columbia Regional Library

Total \$.5221

General Revenue

\$.2971

Debt Service

\$.2250


Callahan Watershed Subdistrict

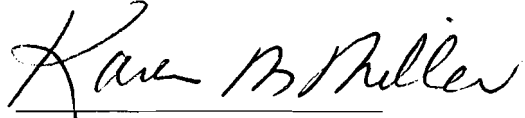
\$.0900


Done this 13th day of September 2011.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

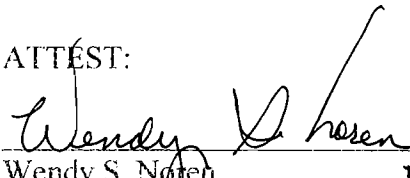
In the County Commission of said county, on the 13th day of September 20 11

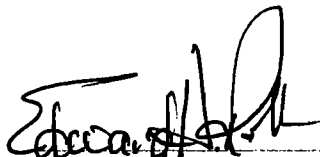
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 38-18AUG11 – Sunrise Estates Asphalt Overlay – Phase 3 to Christensen Construction. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.


Done this 13th day of September, 2011.

ATTEST:


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


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

RECEIVED

SEP - 8 2011

To: County Clerk's Office

Comm Order # 369-2011

Return to Auditor's Office
Please do not remove staple.

06/01/11

BOONE COUNTY AUDITOR

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

REQUEST DATE

6136

Christensen Construction

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

#38-18AUG11

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2045

Bill to Department # 2045

Department				Account				Item Description	Qty	Unit Price	Amount
2	0	4	5	7	1	1	0 0	Sunrise Estates Subdivision Asphalt Overlay Phase 3	1	347535.00 ✓	347,535.00
2	0	4	5	7	1	1	0 0	Sunrise Estates Subdivision Asphalt Overlay Contingency Amount (10%)	1	34753.50 ✓	34,753.50
								TOTAL			\$382,288.50

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.

Tyson Boldan

Prepared By

Requesting Official

cg 9/9/11

Auditor Approval

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Christensen Construction**, (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 38-18AUG11 – Sunrise Estates Asphalt Overlay – Phase 3 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid total in the amount of \$289,659.00, the Bid Alternate 1 total in the amount of \$62,252.00, and the deduction of Recycle Asphalt Products in the amount of \$4,376.00 coming to an award total in the amount of \$347,535.00.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- *Sample Performance Bond
- *Sample Labor & Material Payment Bond
- Affidavit—OSHA Requirements
- Affidavit—Prevailing Wage
- General Specifications
- Technical Specifications
- Special Provisions
- State Wage Rates-
- Boone County Standard Terms and Conditions
- Project Plans and/or Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for

services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount: \$347,535.00.

Three Hundred Forty Seven Thousand Five Hundred Thirty Five Dollars and Zero Cents (\$347,535.00.)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____ at Columbia, Missouri.

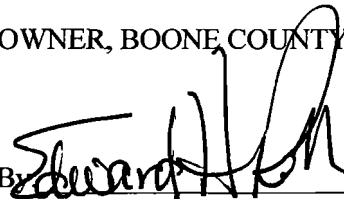
(Date)

CONTRACTOR:

CHRISTENSEN CONSTRUCTION

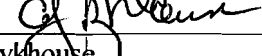
OWNER, BOONE COUNTY, MISSOURI

By: 
Authorized Representative Signature

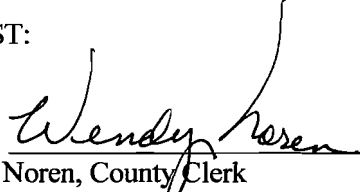
By: 
Edward H. Robb, Presiding Commissioner

By: KENNY KRIPP
Authorized Representative Printed Name
Title: BUSINESS MANAGER

Approved as to Legal Form:

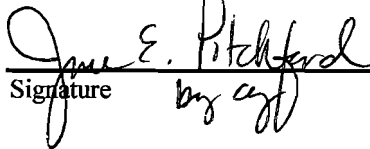

CJ Dykhouse
Boone County Counselor

ATTEST:


Wendy Noren, County Clerk DKB

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 the contract do not create a measurable county obligation at this time.)


Signature by ajf

9/9/11
Date

2045/71100 - \$347,535.00.

Appropriation Account

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

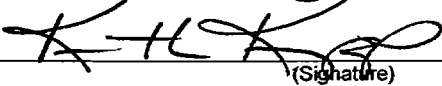
The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: CHRISTENSEN CONSTRUCTION COMPANY
By: 
(Signature)
KENNY KNIPP
(Print or Type Name)
Title: BUSINESS MANAGER
Address: P.O. BOX 159
City, State, Zip: KINGDOM CITY, MO 65262
Phone: 573-814-3308
Fax: 573-814-0403
Date: AUGUST 18, 2011

WORK AUTHORIZATION CERTIFICATION – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification form attached on the next page. Proof of enrollment must be included. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.

BID FORM
SUNRISE ESTATES SUBDIVISION ASPHALT OVERLAY-PHASE III
PROJECT NO.: 07-555

Description	Qty.	Unit	Unit Price	Total
BASE BID				
MOBILIZATION	1	LS	\$5,000.00	\$5,000.00
TRAFFIC CONTROL - LOCAL	1	LS	\$1,000.00	\$1,000.00
EROSION CONTROL	1	LS	\$1,000.00	\$1,000.00
RESTORATION (SEED, FERTILIZE & TYPE 3 MULCH)	1	LS	\$1,500.00	\$1,500.00
REMOVALS (INCLUDES MILLED BUTT JOINTS)	1	LS	\$2,500.00	\$2,500.00
15" CMP W/MITERED ENDS (ALUMINIZED)	152	LF	\$62.00	\$9,424.00
24" CMP W/MITERED ENDS (ALUMINIZED)	42	LF	\$70.00	\$2,940.00
21"x15" CMP ARCH W/MITERED ENDS (ALUMINIZED)	27	LF	\$70.00	\$1,890.00
28"x20" CMP ARCH W/MITERED ENDS (ALUMINIZED)	40	LF	\$75.00	\$3,000.00
35"x24" CMP ARCH W/MITERED ENDS (ALUMINIZED)	54	LF	\$77.00	\$4,158.00
49"x33" CMP ARCH (ALUMINIZED)	56	LF	\$95.00	\$5,320.00
2" THICK BP-2 ASPHALT OVERLAY	1,323	TON	\$78.00	\$103,194.00
BP-2 ASPHALT LEVELING COURSE (1/2" AVG.)	326	TON	\$78.00	\$25,428.00
PAVING FABRIC (GLASPAVE OR APPROVED EQUAL)	9,928	SY	\$2.50	\$24,820.00
SHALLOW DIG OUT REPAIR	1,950	SY	\$23.00	\$44,850.00
DIG OUT REPAIR	500	SY	\$63.00	\$31,500.00
DIG OUT REPAIR-EXTRA DEPTH	25	CY	\$60.00	\$1,500.00
ROADWAY PATCH FOR CULVERT REPLACEMENT	65	SY	\$152.00	\$9,880.00
ASPHALT DRIVEWAY PATCH	5	SY	\$25.00	\$125.00
GRAVEL DRIVEWAY PATCH	20	SY	\$10.00	\$200.00
GRAVEL DRIVEWAY TRANSITIONS	78	TN	\$40.00	\$3,120.00
DITCH GRADING	100	LF	\$15.00	\$1,500.00
BERM	80	LF	\$15.00	\$1,200.00
TYPE 3 ROCK BLANKET W/FILTER FABRIC (1.5' THICK)	90	SY	\$39.00	\$3,510.00
WATER VALVE ADJUSTMENT	1	EA	\$100.00	\$100.00
MANHOLE ADJUSTMENT	2	EA	\$500.00	\$1,000.00
BASE BID TOTAL				289,659.00

BID FORM
SUNRISE ESTATES SUBDIVISION ASPHALT OVERLAY-PHASE III
PROJECT NO.: 07-555

Description	Qty.	Unit	Unit Price	Total
BID ALTERNATE NO. 1 (SOUTHERN DRIVE)				
MOBILIZATION	1	LS	\$ 1,500.00	\$ 1,500.00
TRAFFIC CONTROL - LOCAL	1	LS	\$ 400.00	\$ 400.00
EROSION CONTROL	1	LS	\$ 400.00	\$ 400.00
RESTORATION (SEED, FERTILIZE & TYPE 3 MULCH)	1	LS	\$ 750.00	\$ 750.00
REMOVALS (INCLUDES MILLED BUTT JOINTS)	1	LS	\$ 500.00	\$ 500.00
24" CMP W/MITERED ENDS (ALUMINIZED)	43	LF	\$ 70.00	\$ 3,010.00
2" THICK BP-2 ASPHALT OVERLAY	432	TON	\$ 78.00	\$ 33,696.00
BP-2 ASPHALT LEVELING COURSE (1/2" AVG.)	107	TON	\$ 78.00	\$ 8,346.00
PAVING FABRIC (GLASPAVE OR APPROVED EQUAL)	3,862	SY	\$ 2.50	\$ 9,655.00
DIG OUT REPAIR	21	SY	\$ 63.00	\$ 1,323.00
DIG OUT REPAIR-EXTRA DEPTH	5	CY	\$ 60.00	\$ 300.00
ROADWAY PATCH FOR CULVERT REPLACEMENT	6	SY	\$ 152.00	\$ 912.00
GRAVEL DRIVEWAY TRANSITIONS	24	TN	\$ 40.00	\$ 960.00
MANHOLE ADJUSTMENT	1	EA	\$ 500.00	\$ 500.00
BID ALTERNATE NO. 1 TOTAL				\$ 62,252.00

TOTAL BASE BID + BID ALTERNATE NO. 1	\$ 351,911.00
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R.A.P./R.A.S. DEDUCTION PER TON (For 2" Thick BP-2 Asphalt Overlay & BP-2 Asphalt Leveling Course bid items). MUST PROVE WHERE RAP CAME FROM AND BE INSPECTABLE. (20% MAX.)
 BASE BID R.A.P./R.A.S. DEDUCTION PER TON = \$ 2.00
 BID ALTERNATE NO. 1 R.A.P./R.A.S. DEDUCTION PER TON = \$ 2.00

***** Option – MoDot Asphalt Price Index*****

If you accept to be bound by this provision, you must sign below. No signature will be interpreted to mean bidder rejects the use of the Price Index. See SPECIAL PROVISIONS

Acceptance by: _____ Date: No on Index

All items shown on the project plan sheets and not included in the deemed incidental to the project and included in the unit prices given extension, the unit price times the estimated quantity

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
<u>NONE</u>	

COMPANY NAME: CHRISTENSEN CONSTRUCTION CO
 ADDRESS: P.O. Box 159
 CITY, STATE, ZIP: KINGDOM CITY, MO 65262
 PHONE NUMBER: 573-814-3308
 AUTHORIZED REPRESENTATIVE: KENNY KNIPP
 TITLE: BUSINESS MANAGER
 SIGNATURE: K. Knipp

List all Sub-Contractors planned to be utilized on this project.

MISSOURI PETROLEUM

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: SUNRISE ESTATES SUBDIVISION ASPHALT OVERLAY - PHASE III

Project No.: 07-555

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

Company ID Number: 178111

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Christensen Construction Company, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 178111

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Christensen Construction Co.

Angie Hines

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/09/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/09/2009

Date

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: CHRISTENSEN CONSTRUCTION COMPANY
2. Business Address: P.O. Box 159
KINGDOM CITY, MO 65262
3. When Organized: 1986
4. When Incorporated: 1992
5. If not incorporated, state type of business and provide your federal tax identification number:
CORPORATION 43-1610378
6. Number of years engaged in contracting business under present firm name:
26 YEARS
7. If you have done business under a different name, please give name and location:
NA
8. Percent of work done by own staff: 90%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: SEE ATTACHED SHEET A
12. List of projects currently in progress: SEE ATTACHED SHEET B

* Attach additional sheets as necessary *

August 17, 2011

Sheet A

MAJOR PROJECTS COMPLETED

UMC Summer 2011 Paving Project
Cheryl Thomas 573-239-9744
\$522,825 Contract Amount
100% Complete
July 2011 – Completion Date

University of Missouri
Various Locations – Summer Paving 2010
Kevin Johnson 882-9337
\$538,119 Contract Amount
100% Completed
July 2010 – Completion Date

City of Mexico Streets
Engineering Dept 581-2100
\$303,000 Contract Amount
100% Completed
October 2010 – Completion Date

City of Columbia
Asphalt Paving for Parks and Recreation
Toney Lowery 874-7537
\$103,204 Contract Amount
100% Complete
September 2010 – Completion Date

City of Fulton 2010 Street Overlay
Greg Hayes 573-592-3111
\$301,500 Contract Amount
100% Complete
September 2010 – Completion Date

Boone County Rollingwood Blvd
Keith Austin 449-8515
\$132,459 Contract Amount
100% Complete
August 2010 Completion Date

Boone County – Dripping Springs Road
Keith Austin 228-1160
\$269,300 Contract Amount
100% Complete
September 2009 – Completion Date

Boone County – Oakland Church Road
Keith Austin 228-1160
\$198,110 Contract Amount
100% Completed
June 2009 – Completion Date

August 17, 2011

Sheet B

Major Projects In Progress

Boone Hospital Patient Tower
SM Wilson Construction - 573-815-0125
\$345,000 Contract Amount
90% Complete
October 2011 – Completion Date

City of Mexico 2011 Street Overlay
Engineering Dept 581-2100
\$127,966 Contract Amount
0% Completed
September 2011 – Completion Date

City of Fulton 2011 Street Overlay
Greg Hayes 573-592-3111
\$280,710 Contract Amount
90% Complete
September 2011 – Completion Date

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF CALLAWAY

Kenny Kniff, being first duly sworn, deposes and

says that he is BUSINESS MANAGER
(Title of Person Signing)

of CHRISTENSEN CONSTRUCTION COMPANY
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]

By _____

By _____

Sworn to before me this 18 day of August, 20 11

Angela S. Hines
Notary Public

My Commission Expires 11-23-13



SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

sole individual partnership joint venture
 corporation, incorporated under laws of the state of MISSOURI

Dated AUGUST 17, 20 11
 Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

(If using a fictitious name, show this name above in addition to legal names.)

CHRISTENSEN CONSTRUCTION CO.
 (If a corporation - show its name above)

P.O. Box 159
KINGDOM CITY, MO 65262

ATTEST:

Angela D. Hines
 (Secretary)

Kenny Knipp
 (Title) BUSINESS MANAGER

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of CALLAWAY

On this 18 day of AUGUST, 20 11

before me appeared KENNY KNIPP to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

~~(if a sole individual) acknowledged that he executed the same as his free act and deed.~~

~~(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.~~

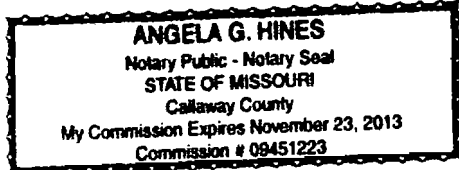
(if a corporation) that he is the BUSINESS MANAGER
President or other agent

of CHRISTENSEN CONSTRUCTION COMPANY that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at KINGDOM CITY, MO the day and year first above written.

(SEAL) Angela S. Hines Notary Public

My Commission expires 11-23, 20 13.



EMC Insurance Companies® No. 953875

P.O. Box 712 • Des Moines, IA 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

THOMAS S. NAUGHT, HARRY NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, TIMOTHY P. EASTIN, RICHARD NAUGHT, STEVE NAUGHT, BETH NATIONS, NATALIE LURVEY, TERA HUESGEN, TAMMY WICKHAM, INDIVIDUALLY, JEFFERSON CITY, MISSOURI.....

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.

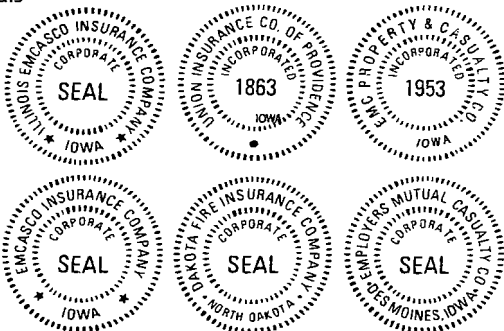
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and affect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21ST day of JANUARY, 2011.

Seals



Bruce G. Kelley

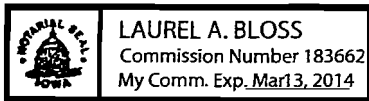
Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel

Michael Freel Assistant Secretary

On this 21ST day of JANUARY AD 2011 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires March 13, 2014.

Laurell Bloss
Notary Public in and for the State of Iowa



CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on January 21, 2011 on behalf of Thomas S. Naught, Harry Naught, Teresa Stephenson, Sarah Naught-Bargfrede, Sue Martin, Timothy P. Eastin, Richard Naught, Steve Naught, Beth Nations, Natalie Lurvey, Tera Huesgen, Tammy Wickham are true and correct and are still in full force and effect. Naught, Steve Naught, Beth Nations, Natalie Lurvey, Tera Huesgen, Tammy Wickham

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of August, 2011.

J D Clough
Vice-President

BOND REQUEST FORM

FAX TO: Naught-Naught Agency Fax: (866) 779-8102
442-5489 Phone: (573) 874-3102
3928 S. Providence Rd
Columbia, MO 65203
 The actual contract may contain requirements for builders risk coverage, OCP coverage, increased liability limits and other insurance requirements which may result in additional premium.

CONTRACTOR: CHRISTENSEN CONSTRUCTION COMPANY
 ADDRESS: P.O. Box 159 Kingdom City, MO 65262
 ORDERED BY: KENNY KNIP
 PROJECT OWNER (OBLIGEE): BOONE COUNTY Commission
 ADDRESS: 601 EAST WALNUT
COLUMBIA, MO 65201
 CONTRACT OR PROJECT NO. 07-555

PROJECT DESCRIPTION & LOCATION: SUNRISE ESTATES SUBDIVISION ASPHALT OVERLAY - PHASE III
 DATE BOND IS NEEDED BY: ASAP STANDARD BOND SPECIAL FORM REQUIRED

DELIVERY INSTRUCTIONS
 CALL WHEN READY PHONE # _____ REGULAR MAIL _____
 OVERNIGHT FED EX# _____ UPS # _____ AIRBORNE # _____

BID BOND
 BID DATE: AUGUST 18, 2011
 ESTIMATE: 375,000.00
 BID GUARANTEE: 5%
 COMPLETION TIME: 20 WORKING DAYS
 LIQUIDATED DAMAGES: \$ 250 / WORKING DAY
 RETAINAGE: 10 %
 AMT SUBCONTRACTED: 10 %
 SUBCONTRACTED TRADES: PAVING FABRIC
 WORK ON HAND \$ _____ EST. _____

PERFORMANCE/PAYMENT BOND
 CONTRACT DATE: _____
 CONTRACT PRICE: _____
 PERFORMANCE: _____ % PAYMENT: _____ %
 NO. OF ORIGINALS: _____

PLEASE FURNISH A COPY OF THE CONTRACT

COMMENTS

CERTIFICATE REQUIRED YES NO

APPROVAL

URETY COMPANY: _____
 ID BY: _____ DATE: _____ PER: _____
 ONDITIONS: _____

PERFORMANCE BOND

Bond #: S396873

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Christensen Construction Company

P.O. Box 159, Kingdom city, MO 65262

As Principal, hereinafter called Contractor, and

Employers Mutual Casualty Company

P.O. Box 712, Des Moines, Iowa 50306

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

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 Oblige, hereinafter called Owner, in the amount of Three Hundred Forty Seven Thousand Five Hundred Thirty Five & N0/100 Dollars,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

**BID NUMBER 38-18AUG11 – Sunrise Estates Asphalt Overlay – Phase 3
BOONE COUNTY, MISSOURI**

in accordance with the specifications and/or prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible

bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Naught-Naught Agency, Columbia, Missouri, on this 1st day of September, 20 11.

Christensen Construction Company

(Contractor)

(SEAL)

BY:


KENNY KNIPP - BUSINESS MANAGER

Employers Mutual Casualty Company

(Surety Company)

(SEAL)

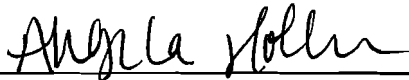
BY:



Sue Martin

(Attorney-In-Fact)

BY:



Angela Hollins

(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: Sue Martin

Phone Number: 573- 874- 3102

Address: 3928 S. PROVIDENCE
COLUMBIA, MO 65203

LABOR AND MATERIAL PAYMENT BOND

Bond #: S396873

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Christensen Construction Company, P.O. Box 159, Kingdom City, Missouri 65262

as Principal, hereinafter called Contractor, and
Employers Mutual Casualty Company, P.O. Box 712, Des Moines, Iowa 50306

a corporation organized under the laws of the State of
Iowa, 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 Oblige, hereinafter called Owner, for the use and benefit of claimants
as herein below defined, in the amount of

Three Hundred Forty Seven Thousand
Five Hundred Thirty Five and No/100 DOLLARS

(\$347,535.00), for the payment whereof Contractor and Surety bind
themselves, their heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____
entered into a contract with Owner for

**BID NUMBER 38-18AUG11 – Sunrise Estates Asphalt Overlay – Phase 3
BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which
contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

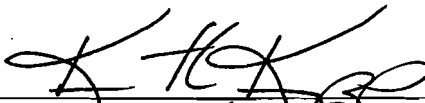
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the
Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor
and material used or reasonably required for use in the performance of the Contract, then this
obligation shall be void; otherwise, it shall remain in full force and effect, subject, however,
to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant’s work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Naught-Naught Agency, Columbia, Missouri, on this 1st day of September, 20 11.

Christensen Construction Company
(Contractor)

(SEAL)

BY: 
Kenny Knipp - BUSINESS MANAGER

Employers Mutual Casualty Company
(Surety Company)

(SEAL)

BY: 
Sue Martin (Attorney-In-Fact)

BY: 
Angela Hollins (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: Sue Martin
Phone Number: 573-874-3102
Address: 3928 S. PROVIDENCE
COLUMBIA, MO 65203

EMC Insurance Companies® No. 953882

P.O. Box 712 • Des Moines, IA 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- Employers Mutual Casualty Company, an Iowa Corporation
- EMCASCO Insurance Company, an Iowa Corporation
- Union Insurance Company of Providence, an Iowa Corporation
- Illinois EMCASCO Insurance Company, an Iowa Corporation
- Dakota Fire Insurance Company, a North Dakota Corporation
- EMC Property & Casualty Company, an Iowa Corporation
- Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

THOMAS S. NAUGHT, HARRY NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, TIMOTHY P. EASTIN, RICHARD NAUGHT, STEVE NAUGHT, BETH NATIONS, NATALIE LURVEY, TERA HUESGEN, TAMMY WICKHAM, INDIVIDUALLY, JEFFERSON CITY, MISSOURI.....

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and affect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21ST day of JANUARY, 2011.

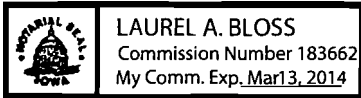
Bruce G. Kelley

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel

Michael Freel Assistant Secretary

Seals



On this 21ST day of JANUARY AD 2011 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires March 13, 2014.

Laurell A. Bloss
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on January 21, 2011 on behalf of Thomas S. Naught, Harry Naught, Teresa Stephenson, Sarah Naught-Bargfrede, Sue Martin, Timothy P. Eastin, Richard are true and correct and are still in full force and effect. Naught, Steve Naught, Beth Nations, Natalie Lurvey, Tera Huesgen, Tammy Wickham In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of September 2011.

J. Clough Vice-President

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

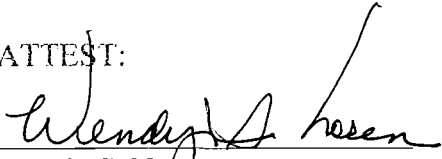
In the County Commission of said county, on the 13th day of September 20 11

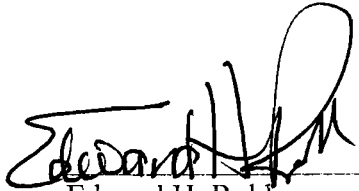
the following, among other proceedings, were had, viz:

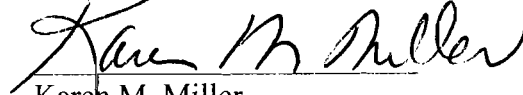
Now on this day the County Commission of the County of Boone does hereby approve the proposal to hire above salary range mid-point for Mark Koch, into the position of Case Specialist position # 752 at 116.02% of Mid-Point.

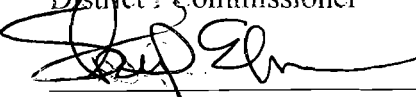
Done this 13th day of September, 2011.

ATTEST:


Wendy S. Nosen DKB
Clerk of the County Commission


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST TO HIRE ABOVE SALARY RANGE MID-POINT RECEIVED
BOONE COUNTY

SEP - 6 2011

Description of form: To request approval to hire between 101% - 120% of the salary range mid-point Commission Order 25-2004

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available from the current appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee: Mark Koch Department: Prosecuting Attorney

Position Title: Case Specialist Position No. 752

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point

OR Hourly: \$24.43 % of Mid-Point: 116.02%

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)

Mark Koch worked as the Victim Specialist for our office for almost 10 years. He left in July 2010 to attend law school. He also has a Master's Degree in Occupational Therapy. The Case Specialist position is part time and will work well with Mark's Law School schedule. Mark's experience with this office and his expertise in this field will enable him to step into the position more easily than any other applicant.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification:

There is only one Case Specialist position in the Prosecutor's Office.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?

This proposal should have no effect on any other salary relationships in our office. The Case Specialist works with victims of serious crimes and their families and Mark worked on several of these cases during his previous employment with this office.

Additional comments:

We currently have around \$250.00 remaining in grant funds for this grant cycle and would like to use all of the available funds before the end of the grant. The new grant will begin October 1, 2011.

This is a part time, non-benefited position and the salary is 100% grant funded.

Administrative Authority's Signature: Daniel K. Knight Date: 9-6-11

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).

Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: Jane E. Fitchford

Date: 9/7/11

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

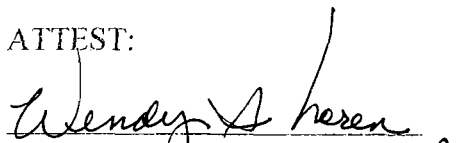
In the County Commission of said county, on the 13th day of September 20 11

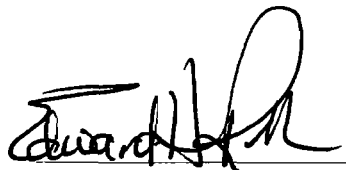
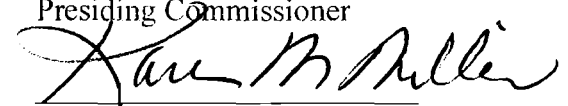

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the FY 11 Edward Byrne Memorial Justice Grant from the Department of Justice in the amount of \$61,515.00. It is further ordered the Presiding Commissioner is hereby authorized to sign said grant award.

Done this 13th day of September, 2011.

ATTEST:


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


Edward H. Robb
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

**Office of the Chief Financial Officer
Postaward Instructions**

STEP 2 - Review Award and Special Conditions

Once a Financial Point of Contact (FPOC) completes registration (see step 1), you will be able to view and print the award online.

Following are sample pages from GMS of the award and special conditions pages that award recipients will need to print, sign, and return to OJP or OVW to accept the award.

If you agree with the terms and conditions, print the award. The authorized recipient official must sign and date the agreement and initial the special conditions and submit both the signed agreement and initialed special condition pages to the OJP Control Desk or OVW using one of the following methods:

Agency:	OJP	OVW
Fax:	1-866-388-3055 (toll free) 202-354-4081 202-616-5962	202-514-7045
E-mail:	acceptance@usdoj.gov	OVW.Acceptance@usdoj.gov

← Chad will do this.

The Grant Point of Contact must approve an FPOC before an accepted award can be entered in the system.

If the authorized recipient official has changed, do not alter the preprinted name in box 18 of the Award. A grant adjustment notice (GAN) will have to be initiated in GMS to notify the Program Office of this change. Grantees have the capability to initiate a GAN by logging into GMS at <https://grants.ojp.usdoj.gov> and selecting the GAN tab. For assistance accessing GMS or initiating the GAN, OJP grantees may contact the GMS Helpdesk at 1-888-549-9901 (choose option 3) or via e-mail at GMS.HelpDesk@usdoj.gov. OVW grantees may contact OVW GMS Support at 1-866-655-4482 or OVW.GMSSupport@usdoj.gov. Once the GAN is approved by the Program Office, the agreement should be signed by the new authorized recipient official. The former authorized recipient's name should remain unaltered in box 18. The authorized recipient official should also initial each page of special conditions and return the approved GAN, signed



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 22, 2011

Commissioner Ed Robb
Boone County
801 E. Walnut Street
Columbia, MO 65201

Dear Commissioner Robb:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of \$61,515 for Boone County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Veronica Munson, Program Manager at (202) 514-7710; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell

Denise O'Donnell
Director

Enclosures

All pages need to
be initialed in
bottom right corner.

 ORIGINAL

JK



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

August 22, 2011

Commissioner Ed Robb
Boone County
801 E. Walnut Street
Columbia, MO 65201

Dear Commissioner Robb:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

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). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst





Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Boone County
801 E. Walnut Street
Columbia, MO 65201

4. AWARD NUMBER: 2011-DJ-BX-3036

5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2014

BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2014

6. AWARD DATE 08/22/2011

7. ACTION

1A. GRANTEE IRS/VENDOR NO.

436000350

8. SUPPLEMENT NUMBER

00

Initial

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

FY 2011 Justice Assistance Grant Program

10. AMOUNT OF THIS AWARD

\$ 61,515

11. TOTAL AWARD

\$ 61,515

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Denise O'Donnell
Director

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Ed Robb
Presiding Commissioner

17. SIGNATURE OF APPROVING OFFICIAL

Denise O'Donnell

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		61515

21. KDJUGT0699

ERB



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 6

PROJECT NUMBER 2011-DJ-BX-3036

AWARD DATE 08/22/2011

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal 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, without the express prior written approval of OJP.
5. The recipient 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 grant 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 grant 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.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 3 OF 6

PROJECT NUMBER 2011-DJ-BX-3036

AWARD DATE 08/22/2011

SPECIAL CONDITIONS

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
9. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special 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).
10. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 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 of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards 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).
11. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The 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 and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
12. 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 grantee 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.
13. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.

zak



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 6

PROJECT NUMBER 2011-DJ-BX-3036

AWARD DATE 08/22/2011

SPECIAL CONDITIONS

14. The grantee agrees to 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 grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee 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 grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special 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 grantee 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 grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, 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.

15. The recipient agrees that any information technology system funded or supported by OJP funds will 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 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
16. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2011-DJ-BX-3036

AWARD DATE 08/22/2011

SPECIAL CONDITIONS

17. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
18. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
19. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
20. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
21. The recipient agrees that funds received under this award will not be used to supplant State or 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.
22. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
23. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
24. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 6 OF 6

PROJECT NUMBER 2011-DJ-BX-3036

AWARD DATE 08/22/2011

SPECIAL CONDITIONS

25. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This 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. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

EAK



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Incorporates NEPA Compliance in Further Developmental Stages for Boone County

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 <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

2014



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2011-DJ-BX-3036

PAGE 1 OF 1

This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Veronica Munson
(202) 514-7710

2. PROJECT DIRECTOR (Name, address & telephone number)

Chad Martin
Captain
2121 County Drive
Columbia, MO 65202-9064
(573) 876-6101 ext.6227

3a. TITLE OF THE PROGRAM

FY 2011 Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

FY 2011 Justice Assistance Grant Program

5. NAME & ADDRESS OF GRANTEE

Boone County
801 E. Walnut Street
Columbia, MO 65201

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2010 TO: 09/30/2014

8. BUDGET PERIOD

FROM: 10/01/2010 TO: 09/30/2014

9. AMOUNT OF AWARD

\$ 61,515

10. DATE OF AWARD

08/22/2011

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The disparate jurisdictions, consisting of Boone County and the city of Columbia, will utilize the grant to purchase upgraded equipment and provide training. Specific purchases will include weapon holsters, a wireless modem, digital video system, bulletins and policy manuals, and other necessary law enforcement

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supplies. The project goal is to increase essential law enforcement services throughout the County.

NCA/NCF

ENF

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

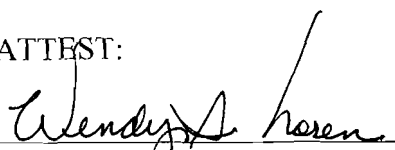
In the County Commission of said county, on the 13th day of September 20 11

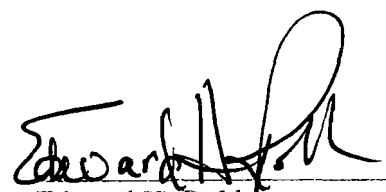
the following, among other proceedings, were had, viz:

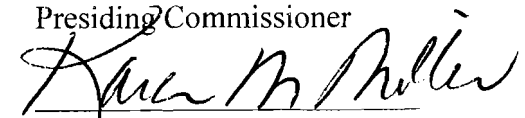
Now on this day the County Commission of the County of Boone does hereby adopt and approve the revisions to the Boone County Government Building Use Policy.

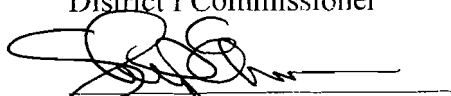
Done this 13th day of September, 2011.

ATTEST:


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


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

BOONE COUNTY GOVERNMENT BUILDING USE POLICY

Policy:

Non-profit and religious groups may use the Boone County Government Center for the purposes of promoting community activities. Activities conducted must be scheduled and pre-approved through the Boone County Commission office. Political fund-raisers or commercial activities are prohibited.

General Conditions:

1. The activity conducted must be related to religious, cultural, recreational, or educational issues. Campaign or candidate fund-raisers or commercial activities are prohibited.
2. External events (Court House Square) may be conducted at any hour, but cannot interfere with work at the Court House and/or Government Center and must comply with all existing municipal and county ordinances on noise abatement and public health.
3. Internal events are allowed between 7:30 a.m. and 9:45 p.m. in the Commission Chambers unless otherwise specified. The County Government Center Rooms 139, 208, 220, and the Atrium are restricted for use from 7:30 a.m. to 5:30 p.m. (no evening hours) unless special arrangements are made in advance
4. Use of the facility may be used in conjunction with the Courtyard. If using the Chambers only with a separate event being held at the Courtyard/Court House grounds, no interference will be allowed with any existing exhibit or ongoing activity.
5. Organizations and user groups are not allowed to suggest County of Boone endorsement or sponsorship in their invitation or publicity.
6. Themes must be approved by the Boone County Commission and must be consistent with promoting community culture, recreation, and education.
7. Internal receptions (meal functions) may have food prepared off-site and brought to the building for set up. **All food and drink set-ups are to be in the entryway outside the Chambers.** Alcoholic beverages are prohibited pursuant to State Statute. Extreme caution is to be used to prevent damage due to food and drink.
8. External receptions and meal functions may have food prepared on-site providing all existing health regulations are followed. Any external food vendors set up in association with the activity must comply with all applicable ordinances, rules and regulations, including any applicable food regulations of the City of Columbia.
9. The group reserving the facility is responsible for all setup and site cleanup. The site must be left in the same condition as it was prior to the event; refer to Chamber layout sheet. Appropriate fees will be charged for any damages or for unnecessary clean up.

10. Setup for any event may be done early, so long as it does not interfere with previously scheduled use of the space or facility or with the normal function of county government. Clean up must be completed immediately following the event. Trash bags are located in service area located behind double doors, on the right, immediately entering Chambers.
11. To preserve emergency fire or medical consideration, all vehicles must be parked in approved parking areas; no vehicles are to be left in the alley or on the Courthouse Square without approval.
12. Smoking is prohibited in all county buildings.
13. The permittee shall indemnify and hold harmless the County of Boone, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury, death or damage to property or others directly or indirectly due to the exercise by the permittee of the privilege granted by this permit, or any other act or omission of permittee, including the failure to comply with the rules of use.
14. Although no deposit is required for use of these public facilities, the group or organization can be charged for any damage done to the facility and/or privilege of use can be revoked for non-compliance.
15. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
16. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Request:

- Request for use of County property must be submitted on the Boone County Government Center and Facility Special Events Reservation Form for Commission approval.
- Request for the use of the Courthouse Square will be submitted for review at the earliest available meeting of the County Commission.
- The requesting person or agency must complete the request and deliver by hand, mail or fax to the office of the County Commission.
- Approval will be granted on first come, first serve basis, and will be on a space available basis only.
- Space may be reserved up to three months prior to the scheduled event date.
- In those cases where the request cannot be submitted in the required form, the Presiding Commissioner shall have the authority to approve use.
- Internal use may be scheduled for Rooms 139, 208, 220, and the Atrium from 7:30 a.m. to 5:30 p.m., only unless special permission is granted for after hours use.
- External use may be scheduled for any time of the day. However, the requesting person or organization must abide by noise ordinances and comply with any city regulations.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

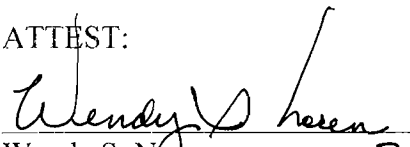
In the County Commission of said county, on the 13th day of September 20 11

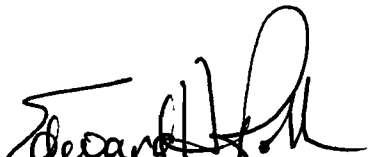
the following, among other proceedings, were had, viz:

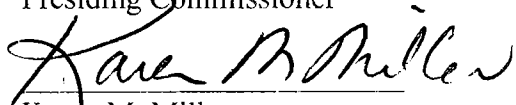
Now on this day the County Commission of the County of Boone does hereby adopt the attached Application for Appointment to Board of Directors of Boone County Family Resources as the application to be used for future applicants for appointment by the Commission to the Board of Directors of Boone County Family Resources.

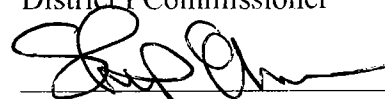
Done this 13th day of September, 2011.

ATTEST:


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


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Application for Appointment to Board of Director of Boone County Family Resources

Boone County Family Resources was established in 1976 with the passage of a special property tax levy. The agency, through its Board of Directors, purchases and provides services for eligible persons of all ages with developmental disabilities. As an administrative agent of the Department of Mental Health, the scope of services has expanded since establishment of the agency, and has grown to include residential services, vocational and practical living skills training, and family support services. The agency is nationally accredited and has a multi-million dollar budget. Additional information about the agency may be obtained at the agency's website, www.b CFR .org, or by contacting the agency.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board, agency policy and the resolution adopted by the Board regarding disclosure of potential conflicts of interest on file with the Missouri Ethics Commission. Board members of Boone County Family Resources also serve on the board of Life and Work Connections, Inc., a Section 501(c)(3) corporation that provides vocational services to young adults through a contractual arrangement with Boone County Family Resources. As appointees of a statutorily created entity with broad powers, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the agency they serve. Conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

APPLICATION

Name: _____
Last First Middle Initial

Home Address: _____

City: _____ Zip: _____

Employment Address: _____

City: _____ Zip: _____

At which address would you prefer to be contacted: _____ Home _____ Business

Email Address (where you wish to be contacted): _____

Home Phone: _____ Business Phone: _____

Section 205.970 RSMo requires that at least 7 of the board members be residents of the county where the facility is located. Are you a Boone County resident and how long have you lived in Boone County? _____ Years _____ Months

Are you a registered voter? _____ Yes _____ No

Have you previously served as a member of a board? If yes, identify the board and the dates of service.

What other professional, civic or community endeavors are you currently involved in?

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

Section 205.970, Revised Statutes of Missouri, requires that at two of the nine members of the board of directors be related by blood or marriage within the third degree to a handicapped person as defined in Section 205.968 as a person who is “lower range educable or upper range trainable mentally retarded or a person who has a developmental disability.” Are you related by blood or marriage within the third degree to a handicapped person as defined in Missouri statutes? [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.] If yes, please identify the person and the relationship.

Person

Relationship

For purposes of the following questions, “related family member” is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Have you or a related family member applied for eligibility and been determined eligible or ineligible for services of Boone County Family Resources at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

Do you or any related family member have any financial interest, directly or indirectly, in any contract or subcontract with Boone County Family Resources; or have you or a related family member been employed by any agency or entity that contracts or subcontracts with Boone County Family Resources; or in the sale to Boone County Family Resources of land, materials, supplies, or services? If yes, please explain.

Are you or any related family member now or have you or a related family member ever been employed by Boone County Family Resources? If so, please give dates of employment and position held.

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Family Resources? If so, identify the interest and the relationship.

Have you ever been arrested, charged, or convicted of any felony? _____ Yes _____ No
If yes, please explain.

Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? _____ Yes _____ No
If yes, please explain.

Are your Boone County taxes paid in full to date? _____ Yes _____ No

If "No", please explain.

References:

<i>Name</i>	<i>Nature of Relationship</i>	<i>Contact Information</i>	<i>Years Known</i>
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<i>Name</i>	<i>Nature of Relationship</i>	<i>Contact Information</i>	<i>Years Known</i>
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By my signature, I agree to comply fully with board policy, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Board of Directors of Boone County Family Resources.

Signature

Date