

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

25th

day of July

20 17

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

Now on this day the County Commission of the County of Boone does hereby authorize the approval of Change Order #4 to 06913 – Radio Consoles for the ECC.

The terms of the Change Order are stipulated in the attached Change Order #4. It is further ordered that the Presiding Commissioner is hereby authorized to sign said Change Order.

Done this 25th day of July, 2017.

ATTEST:

Art Auer
Art Auer
Interim Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: September 2, 2014
RE: Change Order #4: 06913 – Radio Consoles for the ECC

Contract 06913 – *Radio Consoles for the ECC* was approved by commission for award to Avtec, Inc. on May 3, 2016, commission order 217-2016. This change order adds additional Avtec radio hardware and services for \$53,262.97.

Cost will be split between department 4101 – ECC Radio & Technology and 4102 – ECC Backup Center, account 71231 – Owner Costs. \$1.1 million was budgeted for this project.

cc: Chad Martin, Joint Communications
Contract File

**CONTRACT CHANGE ORDER NUMBER FOUR
AGREEMENT FOR
AVTEC RADIO CONSOLES FOR DISPATCH
FOR THE EMERGENCY COMMUNICATION CENTER**

The Agreement **06913** dated May 3, 2016 made by and between Boone County, Missouri and **Avtec, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD additional Avtec radio hardware and services as detailed on the attached quote number 2017-4192A.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

Avtec, Inc.

Boone County, Missouri

By: Boone County Commission

By: [Signature]
Signature

[Signature]
Daniel K. Atwill, Presiding Commissioner

By: JOHN ROSATI SIP MARKETING-SALES
Printed Name/ Title

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

[Signature]
County Clerk (INTERIM)

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

<u>June Pitchford by HD</u>	<u>7-17-17</u>	4101, 4102 / 71231 / \$53,262.97
Signature	Date	Appropriation Account

Change order #4



**NASPO ValuePoint Quotation
Contract/Master Agreement #06913
Avtec Scout Dispatch System**

Avtec, Inc.
100 Innovation Place
Lexington, SC 29072
(800) 310-7045 V
(803) 358-3636 F
www.avtecinc.com

Name: Chad Martin
Company: Boone Co MO 911
Address: 17 N. 7th St
City, State, Zip: Columbia MO 65201
Phone: 573-489-4618
Email: cmartin@boonecountymmo.org

Quote Number: 2017-4192A
Quote Date: 6/15/2017
Quote Expiration: 10/13/2017
Prepared by: Jeff Ziegler
Approval Code: NA
Mfg. Rep: Nevco/Skinner
Entity Type: 911

Project Name: Backroom Consoles and Backup Center Spare Parts

NASPO Avtec Scout Dispatch System
Equipment and Spare Parts

UNSPSC	Item	Qty	Model Number	Description	NASPO List Price (w/ State fee IF APP)	NASPO Extended Price
<u>Software Media Workstation Console (Operator) Position Hardware/Software for Back Room</u>						
43230000	1	2	T1-SCOUT-SMW12	Tier 1 Scout Console Package with 12 channel software media workstation. Includes Scout Standard Runtime, DMS seat licenses, P25 Conventional, NXDN Conventional and DMR Conventional. Windows 7 PC, Monitor, and other USB accessories not included. NENA Headset interface is NOT available in this package.	\$ 9,490.15	\$ 18,980.30
43230000	2	2	SFW-SCOUT-API	Software seat license for API interface for Scout Console Positions. One required per console.	\$ 979.45	\$ 1,958.90
43211500	3	2	ACC-CPU-WIN7-DN	PC mini tower with dual NICs for Console Position or "Plus" Console Packages, MS Windows 7 Professional 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed.	\$ 1,359.59	\$ 2,719.19
43211903	4	2	ACC-TSC-215WS-PC	21.5" LED touch screen for PC console - 16x9 format - Full HD	\$ 1,394.31	\$ 2,788.61
43211607	5	2	ACCUSB-SPK-DUAL	USB Dual Speaker Kit, Software Media Workstation	\$ 24.11	\$ 48.21
43211719	6	2	ACCUSB-MIC-DESK	USB Desktop Microphone, Software Media Workstation	\$ 327.85	\$ 655.69
Console Equipment Subtotal						\$27,150.90

Spare Hardware Media Workstation and PC for Backup Center (No Licensing)

45111716	7	1	ACCPPLUS-HMW	Scout Hardware Media Workstation Plus For replacement or spare console. This model does not include console licensing.	\$ 6,990.81	\$ 6,990.81
43211500	8	1	ACC-CPU-WIN7-DN	PC mini tower with dual NICs for Console Position or "Plus" Console Packages, MS Windows 7 Professional 64 bit OS. Used in a Scout	\$ 1,359.59	\$ 1,359.59
Recommended Spare Equipment Subtotal						\$ 8,350.41
Equipment Total (without services/expenses)						\$ 35,501.30

Extended Maintenance

9	4	SCOUTCARE-T1	ScoutCare Tier 1: Annual Extended Software Maintenance Program.	\$ 3,098.81	\$ 12,395.22
10	4	SCOUTCARE-HARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare (on software) is a prerequisite for the Hardware Option to become effective.	\$ 718.49	\$ 2,873.94

Shipping, Handling, and Insurance

11			Shipping, Handling, Insurance - FOB Destination	No Charge	
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Professional Services and Expenses

12	14	Staging and Config.	Equipment configuration and system design (Hourly)	\$ 184.63	\$ 2,492.51
13	0		Equipment installation (Hourly)	\$ 147.70	\$ -
14	0		Training (Hourly)	\$ 147.70	\$ -
15	0		Technical support services (Hourly)	\$ 246.17	\$ -
16	0		Custom Solution (Hourly)	\$ 252.08	\$ -
17	0		Project Management (Hourly)	\$ 184.63	\$ -
18	0		Equipment repair (Hourly)	\$ 96.03	\$ -
19	0		Airfare (Round Trip)	\$ 1,554.75	\$ -
20	0		Car Rental & Per diem (Daily)	\$ 362.78	\$ -

Maintenance, Professional Services and Expenses Subtotal \$ 17,761.67

Grand Total \$ 53,262.97



**NASPO ValuePoint Quotation
Contract/Master Agreement #06913
Avtec Scout Dispatch System**

Avtec, Inc.
100 Innovation Place
Lexington, SC 29072
(800) 310-7045 V
(803) 358-3636 F
www.avtecinc.com

<u>NASPO Avtec Scout Dispatch System Equipment and Spare Parts</u>					NASPO List Price (w/ State fee IF APP)	NASPO Extended Price
UNSPSC	Item	Qty	Model Number	Description		

Commercial Terms and Conditions of Offer

- 1 This proposal is based on Avtec's understanding of the requirements provided by the customer. We reserve the right to correct mathematical or other errors in the quotation.
- 2 Execution of a Statement of Work (SOW) is required prior to order acceptance, except for product purchases, without services, that are purchased under an existing Master contract executed by the customer.
- 3 Change orders must be processed for additional out-of-scope material and labor, or other required deviations from quotation.
- 4 All quotations purchased under NASPO ValuePoint, GSA, or other Master Supply Agreement are subject to the applicable contract's terms and conditions, which supersede any conflicting terms listed here.
- 5 NASPO ValuePoint quotations that include Avtec on-site services include 2 labor days per person, per trip for travel to/from the site of performance.

Taxes, Credit, Warranty, ScoutCare Pricing and Returns

- 1 All sales/use taxes and duties are the responsibility of the customer; please note *quoted prices are exclusive of sales/use taxes*.
- 2 Customer must self-remit use taxes and duties to the proper authorities, excepting Avtec will assess and remit sales/use tax for customer's convenience in the following states: CA, LA, MN, SC, TX, and WA, unless a valid exemption certificate is provided in a timely fashion.
- 3 Where the purchaser is required to withhold taxes and duties from payments to Avtec, the purchaser is responsible to work with Avtec to define method of tax and duty representation on the quote.
- 4 If outstanding payments are past due, no additional credit will be extended until all past due amounts have been received in full.
- 5 The proposed system includes a 1 year hardware and software warranty starting at system acceptance when Avtec provides implementation services or starting 90 days after shipment otherwise. See warranty terms for more details.
- 6 ScoutCare pricing on this quotation will honored for a multi-year contractual commitment (of up to 4 years from warranty expiration) when made with the original system purchase. Note: the cost for additional years is not included in the Grand Total. Payment may be made at time of initial sale or annually, prior to the expiration of each coverage period, but is not cancellable.
- 7 Items returned for reasons other than defects incur a 25% restocking fee. Returned items must be in unused condition in original packaging and customer is responsible for return shipping, insurance and transport charges.
- 8 Additions to existing systems not covered by ScoutCare are ineligible for software defect fixes and software updates.

Notes and Design Assumptions

- 1 The customer accepts responsibility to procure, configure, install, terminate and test all networking infrastructure, meeting the supplied Scout specifications, unless otherwise stated in the Scope of Work.
- 2 Instant Recall Record (IRR) Option is assumed not needed and is not included.
- 3 Items 7 and 8 are understood to be used as spares

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the 25th day of July 20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Board of Education of Harford County, Maryland U.S. Communities Cooperative Contract 15-JLP-023 to purchase HVAC Products, Installation, Services and Related Products and Services from Trane US., Inc.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 25th day of July, 2017

ATTEST:

Art Auer
Art Auer
Interim Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

326-2017

Boone County Purchasing

Robert Wilson
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: July 17, 2017
RE: Cooperative Contract: 15-JLP-023 – HVAC Products, Installation,
Services, and Related Products and Services.

Facilities Maintenance requests permission to utilize the Board of Education of Harford County, Maryland U.S. Communities cooperative contract *15-JLP-023* to purchase HVAC Products, Installation, Services, and Related Products and Services from Trane U.S. Inc.

This is a term and supply contract and will be paid from department 6100 – Facilities Maintenance, account 60200 – Equipment Repairs/Maintenance.

cc: Doug Coley, Jody Moore, Facilities Maintenance
Contract File

326-2617

**PURCHASE AGREEMENT FOR
HVAC PRODUCTS, INSTALLATION, SERVICES AND RELATED PRODUCTS AND SERVICES WITH
TRANE U.S. INC.**

THIS AGREEMENT dated the 25th day of July 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Trane U.S. Inc., herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this purchase agreement for **HVAC Products, Installation, Services and Related Products and Services** in compliance with all request for proposal specifications and any addendum issued by the Board of Education of Harford County, Maryland for the **U.S. Communities Government Purchasing Alliance** contract #15-JLP-023, Boone County Standard Terms and Conditions, Work Authorization Certification, Boone County Insurance Requirements, Prevailing Wage Order #24, Affidavit of Compliance with OSHA and Affidavit of Compliance with Prevailing Wage Law. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the proposal response may be permanently maintained in the county purchasing office proposal file for this request for proposal if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the U.S. Communities Government Purchasing Alliance contract **15-JLP-023** shall prevail and control over the contractor's proposal response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, HVAC products, installation, services and related products and services as identified and responded to in the Contractor's proposal response in the attached U.S. Communities Government Purchasing Alliance contract. Products will be provided as required in the proposal specifications and in conformity with the contract documents for the prices and with the discounts set forth in the U.S. Communities Government Purchasing Alliance contract, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date written above** and extend through **September 30, 2018** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the County for two **(2) additional two-year periods** subject to the pricing clauses in the Contractor's RFP response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
4. **Delivery** - Contractor agrees to deliver HVAC products, installation, services and related products and services per the proposal documents.
5. **Billing and Payment** - All billing shall be invoiced to the Facilities Maintenance Department, Room 107, 613 E. Ash St., Columbia, MO 65201 and billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the RFP. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
6. **Prevailing Wage** - Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen 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 Purchasing Department. **Prevailing Wage Order #24** is included in this agreement. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman 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 pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he 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.

7. **OSHA Training - OSHA Program Requirements** - The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

8. **Transient Employers** - Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

9. **OVERHEAD LINE PROTECTION:** The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

10. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

11. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

12. **Termination** - This agreement may be terminated by the County upon thirty days' advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County

326-2017

Commission if delivery of products are delayed or products delivered are not in conformity with proposal specifications or variances authorized by County, or

c. If appropriations are not made available and budgeted for any calendar year.

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

TRANE U.S. INC.

by Karen M. Campbell
Karen M. Campbell
title Contract Manager

BOONE COUNTY, MISSOURI

by: Boone County Commission
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Art Auer
ART AUER, INTERIM COUNTY CLERK

AUDITOR CERTIFICATION

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

June E. Pitchford
Signature by [initials]

7/17/17
Date

No Encumbrance Required
6100-60200 Term and Supply
Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other contractors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.**
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

Business Automobile Liability - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

(Please complete and return with Contract)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____, 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20____.

Signature

Subscribed and sworn to me this _____ day of _____, 20____.

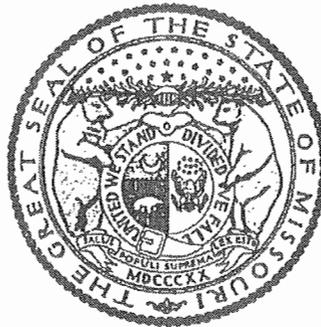
My commission expires _____, 20____.

Notary Public

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 24

Section 010
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Tammy Cavender
Acting Department Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.42	55	60	\$22.40
Boilermaker			\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter			\$25.16	60	15	\$16.10
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician			\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)			\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line ConstructionLineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier			\$28.87	122	76	\$11.78
Ironworker			\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$23.01	42	44	\$13.54
First Semi-Skilled			\$25.01	42	44	\$13.54
Second Semi-Skilled			\$24.01	42	44	\$13.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$25.04	60	15	\$16.10
Marble Mason			\$22.08	124	74	\$12.86
Marble Finisher			\$14.29	124	74	\$9.09
Millwright			\$26.16	60	15	\$16.10
Operating Engineer						
Group I			\$28.86	86	66	\$24.98
Group II			\$28.86	86	66	\$24.98
Group III			\$27.61	86	66	\$24.98
Group III-A			\$28.86	86	66	\$24.98
Group IV			\$26.63	86	66	\$24.98
Group V			\$29.56	86	66	\$24.98
Painter			\$23.24	18	7	\$11.78
Pile Driver			\$26.16	60	15	\$16.10
Pipe Fitter		b	\$38.00	91	69	\$26.93
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$15.19
Sheet Metal Worker			\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker			\$29.31	124	74	\$14.56
Terrazzo Finisher			\$19.08	124	74	\$14.56
Tile Setter			\$22.08	124	74	\$12.86
Tile Finisher			\$14.29	124	74	\$9.09
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

**BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.09 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 122: Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday and holidays falling on Sunday will be observed on the following Monday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

NO. 44: All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction/Lineman)		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer		\$27.96	2	4	\$13.17
Skilled Laborer		\$27.96	2	4	\$13.17
Millwright		\$30.83	23	16	\$16.10
Operating Engineer					
Group I		\$27.94	21	5	\$24.87
Group II		\$27.59	21	5	\$24.87
Group III		\$27.39	21	5	\$24.87
Group IV		\$23.74	21	5	\$24.87
Oiler-Driver		\$23.74	21	5	\$24.87
Pile Driver		\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I		\$29.27	25	21	\$12.45
Group II		\$29.43	25	21	\$12.45
Group III		\$29.42	25	21	\$12.45
Group IV		\$29.54	25	21	\$12.45

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

CONTRACT

RFP #15-JLP-023

THIS AGREEMENT, made this 29th day of September, 2015, by and between Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and Trane U.S. Inc., a corporation located at 10947 Golden West Drive, #100, Hunt Valley, Maryland, hereinafter called "Contractor".

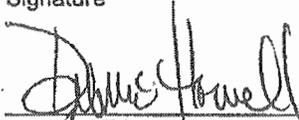
WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and complete the services described as follows:

Provide comprehensive HVAC Products, Installation, Services and Related Products and Services on a national scale in indefinite quantities on an as-needed basis in accordance and compliance with all specifications, terms and conditions set forth in RFP # 15-JLP-023.

Hereinafter called the Contract, this Agreement shall be for the period October 1, 2015 through September 30, 2018 with renewal options for two additional, two-year periods. Contractor shall perform all duties specified in RFP #15-JLP-023 as they relate to the national scope. This does not include the North Harford Middle School Project, Pricing Project #1. All specifications, Addenda and Proposal are made part of and collectively constitute the Contract.

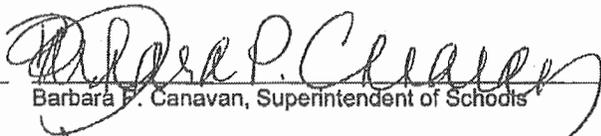
IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Signature



Board of Education of Harford County
Witness

Board of Education of Harford County



Barbara P. Canavan, Superintendent of Schools

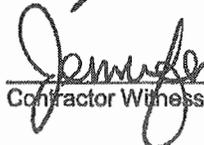


Board of Education of Harford County Board President

Signature



Authorized Contractor Signature



Contractor Witness

Trane
Company Name

800 Beatty St.
Address

DAVIDSON, N.C. 28036
Address

Revised 12-19-16

PRODUCT	CODE	SIZE	Contracted USC Mult.	
Centrifugal				
	T-347	CVHE STD Delivery Cycle	170-500 Tons	0.4316
		CVHE S Delivery Cycle(List Adj. 1.08)		0.4316
		CVHF STD Delivery Cycle	325-2000 Tons	0.4316
		CVHF S Delivery Cycle(List Adj. 1.08)		0.4316
	T-560	CDHF STD Delivery Cycle	1500-3950 Tons	0.4252
		CDHF S Delivery Cycle (List Adj. 1.08)		0.4318
	T-0047	CVHS STD Delivery Cycle	180-390 Tons	0.4318
Rotary				
	T-153	RTHD STD Delivery Cycle	140-425 Tons	0.4017
		RTHD Packed Stock		0.4179
		RTHD Q Delivery Cycle(List Adj. 1.04)		0.4179
	T-1530	RTHD Made to order with AFD Delivery Cycle		0.4252
	T-154	RTAC STD Delivery cycle	140-500 Tons	0.4181
		RTAC Packed Stock		0.4305
		RTAC Q Delivery Cycle (List Adj. 1.04)		0.4305
	T-895	RTAE STD Delivery cycle	150-300 Tons	0.4179
		RTAE Q Delivery Cycle (List Adj. 1.04)		0.4345
	T-1254	RTAF STD Delivery Cycle.	115 - 500 Tons	0.4305
	T-703	RTWD STD Delivery Cycle	80-250	0.4092
		RTWD Packed Stock		0.4179
		RTWD Q Delivery Cycle (List Adj. 1.04)		0.4179
		RTUD STD Delivery Cycle	80-250	0.4179
		RTUD Q Delivery Cycle (List Adj. 1.04)		0.4179
Scroll & Reciprocating				
	T-664	CGAM STD Delivery Cycle	20-165 Tons	0.4048
		CGAM Packed Stock		0.4179
		CGAM Quick Del. Cycle (List Adj. 1.04)		0.4179
Air Cooled Condensers				
	T-385	CAUJ R-410A STD Delivery Cycle	20-60 Tons	0.3778
		CAUJ R-410A QSQ Exp. Del. Cycle (List Adj. 1.10)		0.4337
	T-386	CAUJ R-410A STD Delivery Cycle	80-120 Tons	0.3778
		CAUJ R-410A QSQ Exp. Del. Cycle (List Adj. 1.10)		0.4337
	T-447	CXRC STD Delivery Cycle		0.3838
	T-286	CTA R-410A STD Delivery Cycle		0.3778
Other				
Monitors	T-201	RMWE Refrigerant Monitor STD Delivery		0.4887
		RMWG Refrigerant Monitor STD Delivery		0.4887
SCBA	T-208	SCBA Breathing Device STD Delivery		0.4887
Trane AFD	T-206	Trane Adjustable Frequency Drive		0.4887
CH531 Conversion	T-185	CH531 Retrofit Controls STD Delivery		0.7840
Adaptaview	T-185	AdaptiView Panel Upgrade		0.8204
	T-190	Earthwise Purge STD Delivery		0.6445
	T-114	Wye-Delta Starter STD Delivery		0.4645

Engineered Conversions

	Medium Voltage Starter STD Delivery		0.4845
T-196	Engineered Conversion Product Accessores (R'Newal)		0.6544
	Engineered Conversion Retrofit Pkg F		0.6544
	HCFC123 Engineered Conversion Pkg for CV		0.6544
	HCFC123 Engineered Conversion Pkg for CVHA		0.6544
	HCFC123 Engineered Conversion Pkg for CVHB		0.6544
	HCFC123 Engineered Conversion Pkg for PCV		0.6544
	HCFC134A Engineered Conversion Pkg for CVAC		0.6544

Rooftops

Packaged Cooling

T-161	T_C (R-410A, 13 SEER, 3-PH) STD Delivery Cycle	3-10 Tons	0.3882
	T_C (R-410A, 13 SEER, 3-PH) Exp. Del. Cycle (List Adj. 1.05)		0.3862
T-390	T_C (R-410A 3-PH) STD Delivery Cycle	3-10 Tons	0.3999
	T_C (R-410A 3-PH) Exp. Del. Cycle (List Adj. 1.05)		0.3999
T-390	13TC (R-410A, 13 SEER, 3-PH) STD Delivery Cycle	1.5-5 Tons	0.3899
	13TC (R-410A, 13 SEER, 3-PH) Exp. Del. Cycle (List Adj. 1.05)		0.3899
T-425	13TC (R-410A, 13 SEER, 3-PH) STD Delivery Cycle		0.3820
	13TC (R-410A, 13 SEER, 3-PH) Exp. Del. Cycle (List Adj. 1.05)		0.3820
T-161	TSD/TSH (R410A, 3PH) STD Delivery Cycle	12.5-25 Tons	0.3894
	TSD/TSH (R410A, 3PH) 5-Day Delivery Cycle(List Adj. 1.05)		0.3894
T-390	TSD/TSH (R410A, 3PH) STD Delivery Cycle	12.5-25 Tons	0.4094
	TSD/TSH (R410A, 3PH) 5-Day Delivery Cycle(List Adj. 1.05)		0.4094
T-382	TCD/TCH (R410A, 3PH) STD Delivery Cycle	27.5-50 Tons	0.4147
	TCD/TCH (R410A, 3PH) QSQ Exp. Del. Cycle (List Adj. 1.10)		0.4221
T-383	S_HF (R410A, 3PH) STD Delivery Cycle	20-75 Tons	0.4200
	S_HF (R410A, 3PH) Exp. Delivery Cycle (List Adj. 1.10)		0.4601
T-393	S_HG (R410A, 3PH) STD Delivery Cycle	90-130 Tons	0.4305
	S_HG (R410A, 3PH) QSQ Exp. Del. Cycle (List Adj. 1.10)	90-130 Tons	0.4305
T-504	INTELLIPAK II ROOFTOP	90-150 Tons	0.4328
T-463	TSD/TSH (R410A, 3PH) STD Delivery Cycle	12.5-25 Tons	0.3915
	TSD/TSH (R410A, 3PH) Exp. Del. Cycle (List Adj. 1.05)		0.3915
T-517	THC (R-410A, 15 SEER, 1-PH) STD Delivery Cycle	3-5 Tons	0.3936
	THC (R-410A, 15 SEER, 1-PH) Exp. Del. Cycle (List Adj. 1.05)		0.3936
T-518	T_C (R-410A, 13 SEER, 3-PH) STD Delivery Cycle		0.3936
	T_C (R-410A, 13 SEER, 3-PH) Exp. Del. Cycle (List Adj. 1.05)		0.3936
	THC (R-410A, 17 SEER, 3-PH) STD Delivery Cycle	3-5Tons	0.3936
	THC (R-410A, 17 SEER, 3-PH) Exp. Del. Cycle (List Adj. 1.05)		0.3936
T-719	T_C (R-410A, 13 SEER, 3-PH) STD Delivery Cycle	3-5 Tons	0.3404
	T_C (R-410A, 13 SEER, 3-PH) Exp. Del. Cycle (List Adj. 1.05)		0.3404
T-231	4TCY4 (R-410A, 14 SEER, 1-PH) STD Delivery Cycle		0.4221
	4TCY4 (R-410A, 14 SEER, 1-PH) Exp. Del. Cycle (List Adj. 1.05)		0.4221
	4TCC4 (R-410A, 14 SEER, 1-PH) STD Delivery Cycle		0.4221
	4TCC4 (R-410A, 14 SEER, 1-PH) Exp. Del. Cycle (List Adj. 1.05)		0.4221
T-232	4TCY3 (R-410A, 14 SEER, 3-PH) STD Delivery Cycle		0.4221
	4TCY3 (R-410A, 14 SEER, 3-PH) Exp. Del. Cycle (List Adj. 1.05)		0.4221
T-237	4YCZ (1-PH) R-410A, 16 SEER Std Delivery Cycle	2-5 Tons	0.4221
	4YCZ (1-PH) R-410A, 16 SEER Exp. Del. Cycle (List Adj. 1.05)		0.4221
	4YCC4 (R-410A, 14 SEER, 1-PH) STD Delivery Cycle		0.4221
	4YCC4 (R-410A, 14 SEER, 1-PH) Exp. Del. Cycle (List Adj. 1.05)		0.4221
	4YCY4 (R-410A, 14 SEER, 3-PH) STD Delivery Cycle		0.4221
	4YCY4 (R-410A, 14 SEER, 3-PH) Exp. Del. Cycle (List Adj. 1.05)		0.4221

T-238	Y CZ (3-PH) STD Delivery Cycle	3-5 Tons	0.4221
	4Y CZ (3-PH) R-410A, 16 SEER Std Delivery Cycle	2-5 Tons	0.4221
	4Y CZ (3-PH) R-410A, 16 SEER Exp. Del. Cycle (List Adj. 1.05)		0.4221
T-726	4YCC3 (R-410, 13 SEER, 3-PH) STD Delivery Cycle	3-5 Tons	0.3675
	4YCC3 (R-410, 13 SEER, 3-PH) Exp. Del. Cycle (List Adj. 1.05)		0.3675
T-513	YHC (1-PH) R-410A 15 SEER STD Delivery Cycle	3-5 Tons	0.3675
	YHC (1-PH) R-410A 15 SEER Exp. Del. Cycle (List Adj. 1.05)		0.3675
T-514	YHC (3-PH) R-410A 17 SEER STD Delivery Cycle	3-5 Tons	0.3675
	YHC (3-PH) R-410A 17 SEER Exp. Del. Cycle (List Adj. 1.05)		0.3675
T-514	YHC (3-PH) R-410A 15 SEER STD Delivery Cycle	3-10 Tons	0.3675
	YHC (3-PH) R-410A 15 SEER Exp. Del. Cycle (List Adj. 1.05)		0.3675
	YSC (1-PH) R-410A 13 SEER STD Delivery Cycle		0.3675
	YSC (1-PH) R-410A 13 SEER Exp. Del. Cycle (List Adj. 1.05)		0.3675
	YSC (3-PH) R-410A 13 SEER STD Delivery Cycle		0.3675
	YSC (3-PH) R-410A 13 SEER Exp. Del. Cycle (List Adj. 1.05)		0.3675
	YSC (3-PH) R-410A 11 EER STD Delivery Cycle	6-10 Tons	0.3675
	YSC (3-PH) R-410A 11 EER Exp. Del. Cycle (List Adj. 1.05)		0.3675
T-467	YSD/YSH (3-PH) R-410A STD Delivery Cycle	12 1/2-25 Tons	0.4263
	YSD/YSH (3-PH) R-410A Exp Del. Cycle (List Adj.. 1.05)		0.4263
T-390	YCD/YCH (R410A, 3PH) STD Delivery Cycle	27.5-50 Tons	0.4147
	YCD/YCH (R410A, 3PH) QSQ Exp. Del. Cycle (List Adj. 1.10)		0.4221
T-351	13WC (R-410A, 13 SEER, 3-PH) STD Delivery Cycle	1.5-5 Tons	0.3400
	13WC (R-410A, 13 SEER, 3-PH) Exp. Del. Cycle (List Adj. 1.05)		0.3400
T-390	13WC (R-410A, 13 SEER, 3-PH) STD Delivery Cycle	1.5-5 Tons	0.3999
	13WC (R-410A, 13 SEER, 3-PH) Exp. Del. Cycle (List Adj. 1.05)		0.3999
T-415	13WC (R-410A, 13 SEER, 3-PH) STD Delivery Cycle	1.5-5 Tons	0.4221
	13WC (R-410A, 13 SEER, 3-PH) Exp. Del. Cycle (List Adj. 1.05)		0.4221
T-425	13WC (R-410A, 13 SEER, 3-PH) STD Delivery Cycle	1.5-5 Tons	0.4221
	13WC (R-410A, 13 SEER, 3-PH) Exp. Del. Cycle (List Adj. 1.05)		0.4221
T-239	4WCZ (1-PH) R-410A 16 SEER STD Delivery Cycle	3-5 Tons	0.4221
	4WCZ (1-PH) R-410A 16 SEER Exp Del. Cycle (List Adj.. 1.05)		0.4221
	4WCY4 (1-PH) R-410A 14 SEER STD Delivery Cycle		0.4221
	4WCY4 (1-PH) R-410A 14 SEER Exp Del. Cycle (List Adj.. 1.05)		0.4221
	4WCC4 (1-PH) R-410A 14 SEER STD Delivery Cycle		0.4221
	4WCC4 (1-PH) R-410A 14 SEER Exp Del. Cycle (List Adj.. 1.05)		0.4221
	4DCZ (1-PH) R-410A 16 SEER STD Delivery Cycle		0.4221
	4DCZ (1-PH) R-410A 16 SEER Exp Del. Cycle (List Adj.. 1.05)		0.4221
	4DCY4 (1-PH) R-410A 14 SEER STD Delivery Cycle		0.4221
	4DCY4 (1-PH) R-410A 14 SEER Exp Del. Cycle (List Adj.. 1.05)		0.4221
T-241	4WCZ (3-PH) R-410A 16 EER STD Delivery Cycle		0.4221
	4WCZ (3-PH) R-410A 16 EER Exp Del. Cycle (List Adj.. 1.05)		0.4221
	4DCZ (3-PH) R-410A 16 EER STD Delivery Cycle		0.4221
	4DCZ (3-PH) R-410A 16 EER Exp Del. Cycle (List Adj.. 1.05)		0.4221
	4WCY (3-PH) R-410A 14 EER STD Delivery Cycle	3-5 Tons	0.4221
	4WCY (3-PH) R-410A 14 EER Exp Del. Cycle (List Adj.. 1.05)		0.4221
	4DCY (3-PH) R-410A 14 EER STD Delivery Cycle	3-5 Tons	0.4221
	4DCY (3-PH) R-410A 14 EER Exp Del. Cycle (List Adj.. 1.05)		0.4221
	4DCY (1-PH) R-410A 14 SEER STD Delivery Cycle		0.4221
T-728	4WCC3 (R-410, 13 SEER, 3-PH) STD Delivery Cycle	3-5 Tons	0.3492
	4WCC3 (R-410, 13 SEER, 3-PH) Exp Del. Cycle (List Adj.. 1.05)		0.3492
T-516	WSC (R-410, 3-PH) STD Delivery Cycle	3-10 Tons	0.3441
	WSC (R-410, 3-PH) Exp Del. Cycle (List Adj.. 1.05)		0.3441
T-465	WSD/WSH R-410A STD Delivery Cycle	12.5-20 Tons	0.3675

	WSD/WSH R-410A Express Delivery Cycle(List Adj. 1.05)		0.3675
	Valent Product		0.9496
	TOA 100% Outside Air Unit (KCC Product)		0.9360
T-969	EAC Packaged Electric/Electric/Electric Rooftop-Foundation Series	15-25 Tons	0.4116
T-970	GAC Packaged Gas/Electric Rooftop-Foundation Series	15-25 Tons	0.4116

Accessorie	T-160	Accessories		0.3799
	T-161	Heaters		0.3799
	T-161	Accessories		0.3799
	T-289	Accessories		0.3799
	T-390	Accessories		0.3904
	T-391	Accessories		0.3778
	T-413	Trenton Coils		0.3957
	T-415	Accessories		0.3778
	T-416	Accessories		0.3957
	T-418	Accessories		0.3400
	T-425	Accessories		0.4157
	T-968	Accessories		0.4379

Split Systems

	T-413	4TXA/TXC/TXC-CC/TFX R-410A Encased DX Coils STD Delivery		0.4284
	T-420	GAF2 R-410A AHU STD Delivery Cycle	1.5-5 Tons	0.4221
		GAF2 R-410A AHU Exp. Del. Cycle (list Adj. 1.05)		0.4221
		GAT2 R-410A AHU STD Delivery Cycle	1.5-5 Tons	0.4221
		GAT2 R-410A AHU Exp. Del. Cycle (list Adj. 1.05)		0.4221
		TAM4 R-410A AHU STD Delivery Cycle	1.5-5 Tons	0.4221
		TAM4 R-410A AHU Exp. Del. Cycle (list Adj. 1.05)		0.4221
		GAM5 R-410A AHU STD Delivery Cycle	1.5-5 Tons	0.4221
		GAM5 R-410A AHU Exp. Del. Cycle (list Adj. 1.05)		0.4221
		TEM3 R-410A AHU STD Delivery Cycle		0.4221
		TEM4 R-410A AHU STD Delivery Cycle		0.4221
		TEM6 R-410A AHU STD Delivery Cycle		0.4221
	T-885	TAM7 R-410A AHU STD Delivery Cycle	1.5-5 Tons	0.4221
		TAM7 R-410A AHU Exp. Del. Cycle (list Adj. 1.05)		0.0000
	T-427	4TTA R-410A STD Delivery	2.5-6 Tons	0.4242
		4TTA R-401A Exp Del. Cycle (list adj. 1.05)		0.4242
	T-426	4TTR3 R-410A STD Delivery		0.4242
		4TTR3 R-410A Exp. Del. Cycle (list adj. 1.05)		0.4242
	T-887	4TTR5 R-410A STD Delivery	1.5-5 Tons	0.4221
		4TTR4 R-410A STD Delivery	1.5-5 Tons	0.4221
		4TTR6 R-410A STD Delivery	1.5-5 Tons	0.4221
		4TTR7 R-410A STD Delivery	1.5-5 Tons	0.4221
	T-416	TWE R-410A STD Delivery(3 phase)	5-20 Tons	0.3904
		TWE R-410A Exp. Del. Cycle (list Adj. 1.05)		0.3904
	T-419	TTA R-410A STD Delivery	7.5-30 Tons	0.3999
		TTA R-410A EXP Del. Cycle (list adj. 1.05)		0.3999
	T-351	TXE R-410A STD Delivery Cycle	1-6 Tons	0.3400
		TXE R-410A EXP Del. Cycle (list adj. 1.05)		0.3400
	T-157	EVPX R-410A STD Delivery Cycle		0.3957
	T-361	RAUJ R-410A STD Delivery Cycle	20-60 Tons	0.3841
		RAUJ R-410A QSQ Exp. Del. Cycle (List Adj. 1.10)		0.3841
	T-362	RAUJ R-410A STD Delivery Cycle	80-120 Tons	0.3841
		RAUJ R-410A QSQ Exp. Del. Cycle (List Adj. 1.10)		0.3841

Split Heat Pumps

T-429	4TWA3 R-410A STD Delivery	2.5-5 Ton	0.4221
	4TWA3 R-410A EXP Del. Cycle (list adj. 1.05)		0.4221
T-884	4TWR5 R-410A STD Delivery		0.4221
	4TWR5 R-410A Exp. Del. Cycle (list adj. 1.05)		0.4221
	4TWR40 R-410A STD Delivery		0.4221
	4TWR60 R-410A STD Delivery		0.4221
	4TWR70 R-410A STD Delivery		0.4221
T-411	TWA R-410A STD Delivery Cycle	7.5-30 Tons	0.3904
	TWA R-410A EXP Del. Cycle (list adj. 1.05)		0.3904
T-431	Gas Furnaces		0.4221
T-886	Variable Speed Gas Furnaces		0.4221

VRF Systems

T-575	Advantage VRF™ Air Source VRF	3-44 Tons	0.4221
	Water Source VRF	6-48 Tons	0.4221

Ductless Systems

T-711	R-Series 1:1 Ductless Split Systems	0.75-3.0 Tons	0.4485
	MZ-Series Multi-split Systems	1.5-3.5 Tons	0.4485
T-716	C-Series 1:1 Ductless Split Systems	1.5-4.0 Tons	0.4485

PTAC

T-061	Packaged Terminal Air Conditioners	7-15 MBh	0.3398
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Vertical Self-Contained

T-248	SCRH/SCWH R-410A STD Delivery Cycle	3-15 Tons SCRH/7.5, 10, 12 Tons SCWH	0.3778
	SCH/IJ R-410A Self-contained STD Delivery	5-15 Ton	0.3723
T-437	SCXG R-410A STD Delivery Cycle	20-35 Tons	0.3862
T-267	SCR/WF R-410A STD Delivery Cycle	20-110 Tons	0.4358

Water Source Heat Pumps

T-331	GEHV General WSHP MTO Delivery Cycle	0.5-25 Tons	0.3657
	GEHV General WSHP QSE Delivery Cycle (List Adj. 1.15)		0.4432
	GEHV General WSHP QSS Delivery Cycle(List Adj. 1.20)		0.5065
	GEHV General WSHP QSX Delivery Cycle(List Adj. 1.25)		0.5065
T-326	GER (Rooftop) MTO Delivery Cycle	0.5-25 Tons	0.3873
T-327	VSHV (Variable Speed) WSHP MTO Delivery Cycle	2, 2 1/2, 3 1/2 & 4 1/2 Tons	0.4748
	VSHV (Variable Speed) WSHP QSE Delivery Cycle (List Adj. 1.15)		0.4748
	VSHV (Variable Speed) WSHP QSS Delivery Cycle (List Adj. 1.20)		0.4748
	VSHV (Variable Speed) WSHP QSX Delivery Cycle (List Adj. 1.25)		0.4748
T-176	EXHV-DXHV (High Efficiency) MTO Delivery Cycle	1.5-6 Tons	0.3694
	EXHV-DXHV (High Efficiency) QSE Delivery Cycle (List Adj. 1.15)		0.4432
	EXHV-DXHV (High Efficiency) QSS Delivery Cycle (List Adj. 1.20)		0.4432
	EXHV-DXHV (High Efficiency) QSX Delivery Cycle (List Adj. 1.25)		0.4432
T-331	GEC (Console) MTO Delivery Cycle	.5-1.5 Tons	0.3657
	GEC (Console) QSE Delivery Cycle(List Adj. 1.15)		0.4432
	EXW (water to water) MTO Delivery Cycle		0.3589
T-332	GET (Vertical Stack) MTO Delivery Cycle	.75-3 Tons	0.3589
	GET (Vertical Stack) QSE Delivery Cycle (List Adj. 1.15)		0.4432
	GET (Vertical Stack) QSS Delivery Cycle (List Adj. 1.20)		0.4432
	GET (Vertical Stack) QSE Delivery Cycle (List Adj. 1.25)		0.4432
T-078	WSHP Hose Kits MTO delivery Cycle		0.3693
	WSHP Hose Kits QSE Delivery Cycle(List Adj. 1.15)		0.4432

	WSHP Hose Kits QSS Delivery Cycle(List Adj. 1.20)		0.4432
T-075	WSHP Accessories MTO Delivery Cycle		0.4432

Central Station Air Handlers

T-050	Performance CLCH STD Delivery Cycle	1500-60000 cfm	0.4391
	Performance CLCH QS3(Q)Delivery Cycle(List Adj. 1.20)		0.4984
	TCACS Catalytic Air Cleaning System STD Delivery Cycle		0.4959
T-050	Outdoor Performance CLCH STD Delivery Cycle	Sizes 3 thru 120	0.4326
T-050	Outdoor Performance CLCH QS3(C)Delivery Cycle(List Adj. 1.20)		0.4959
T-200	Performance CLCH STD Delivery Cycle Unit Ctrls		0.4391
	Performance CLCH QS3(Q)Delivery Cycle Unit Ctrls (List Adj. 1.20)		0.5033
T-0958	UCAA Air handler (Size 3-30) STD Delivery		0.4643
	UCAA Air handler (Size 3-30) - E Delivery Cycle (List Adj. 1.20)		0.4643
	UCAA Air handler (Size 3-30)-Super E Delivery Cycle (List Adj. 1.30)		0.4643
T-0959	UCCA Air handler STD Delivery Cycle Unit Ctrls		0.4643
	UCCA Air handler - E Delivery Cycle Unit Ctrls (List Adj. 1.20)		0.4643
	UCCA Air handler - Super E Delivery Cycle Unit Ctrls (List Adj. 1.3)		0.4643

Custom Air Handlers

T-253	Ft. Smith STD Delivery Cycle		0.4062
T-260	Ft. Smith Controls STD Delivery Cycle		0.4062
T-020	Stand Alone Fans		0.3778

Makeup Air Handlers

T-134	AHOA STD Delivery Cycle	1500-14000 cfm	0.3778
	AHOA Expedited Delivery Cycle(List Adj. 1.15)		0.4221
	GFAA STD Delivery Cycle		0.3778
	GFAA Expedited Delivery Cycle(List Adj. 1.15)		0.4221
	GRAA STD Delivery Cycle	100-800 MBH	0.3778
	GRAA Expedited Delivery Cycle(List Adj. 1.15)		0.4221
	GSAA STD Delivery Cycle		0.3778
	GSAA Expedited Delivery Cycle(List Adj. 1.15)		0.4221
	GXAA STD Delivery Cycle	100-800 MBH	0.3778
	GXAA Expedited Delivery Cycle(List Adj. 1.15)		0.4221
T-137	DFOA STD Delivery Cycle	275-7975 MBH	0.3856
	DFIA STD Delivery Cycle	275-9075 MBH	0.3904

Coils - SureFit

T-081	CLCL STD Delivery Cycle		0.3702
	CLCL QSQ Delivery Cycle(List Adj. 1.10)		0.4558
	CLCL QSE Delivery Cycle(List Adj. 1.15)		0.4558
	CLCL QSS Delivery Cycle(List Adj. 1.20)		0.4558
T-082	HTCL STD Delivery Cycle		0.3702
	HTCL QSQ Delivery Cycle(List Adj. 1.10)		0.4558
	HTCL QSE Delivery Cycle(List Adj. 1.15)		0.4558
	HTCL QSS Delivery Cycle(List Adj. 1.20)		0.4558
	HRCL STD Delivery Cycle		0.3702
	HRCL QSQ Delivery Cycle(List Adj. 1.10)		0.4558

Variable Volume Units

T-073	VCCF/VCFW/VCEF STD Delivery Cycle		0.3904
	VCCF/VCFW/VCEF QSQ Delivery Cycle(List Adj. 1.35)		0.5355
	VCCF/VCFW/VCEF QSE Delivery Cycle(List Adj. 1.40)		0.5355
T-283	VCCF/VCFW/VCEF Controls STD Delivery		0.3166
	VCCF/VCFW/VCEF Controls QSQ Delivery Cycle(List Adj. 1.35)		0.4723

	VCCF/VWVF/VCEF Controls QSE Delivery Cycle(List Adj. 1.40)	0.4723
T-073	VDDF STD Delivery Cycle	0.3904
	VDDF QSQ Delivery Cycle(List Adj. 1.35)	0.4337
	VDDF QSE Delivery Cycle(List Adj. 1.40)	0.4337
T-283	VDDF Controls STD Delivery Cycle	0.3000
	VDDF Controls QSQ Delivery Cycle(List Adj. 1.35)	0.4723
	VDDF Controls QSE Delivery Cycle(List Adj. 1.40)	0.4723
T-373	VSCF/VSEF/VSWF STD Delivery Cycle	0.3820
	VSCF/VSEF/VSWF QSQ Delivery Cycle(List Adj. 1.23)	0.4337
	VSCF/VSEF/VSWF QSE Delivery Cycle(List Adj. 1.29)	0.4337
T-293	VSCF/VSEF/VSWF Controls STD Delivery	0.3615
	VSCF/VSEF/VSWF Controls QSQ Delivery Cycle(List Adj. 1.23)	0.4723
	VSCF/VSEF/VSWF Controls QSE Delivery Cycle(List Adj. 1.29)	0.4723
T-373	VPCF/VPEF/VPWF STD Delivery Cycle	0.3820
	VPCF/VPEF/VPWF QSQ Delivery Cycle(List Adj. 1.23)	0.4337
	VPCF/VPEF/VPWF QSE Delivery Cycle(List Adj. 1.29)	0.4337
T-293	VPCF/VPEF/VPWF Controls STD Delivery	0.3615
	VPCF/VPEF/VPWF Controls QSQ Delivery Cycle(List Adj. 1.23)	0.4723
	VPCF/VPEF/VPWF Controls QSE Delivery Cycle(List Adj. 1.29)	0.4723
T-373	LSCF/LSEF/LSWF STD Delivery Cycle	0.3820
	LSCF/LSEF/LSWF QSQ Delivery Cycle(List Adj. 1.23)	0.4337
	LSCF/LSEF/LSWF QSE Delivery Cycle(List Adj. 1.29)	0.4337
T-293	LSCF/LSEF/LSWF Controls STD Delivery	0.3615
	LSCF/LSEF/LSWF Controls QSQ Delivery Cycle(List Adj. 1.23)	0.4391
	LSCF/LSEF/LSWF Controls QSE Delivery Cycle(List Adj. 1.29)	0.4391
T-373	LPCF/LPEF/LPWF STD Delivery Cycle	0.3820
	LPCF/LPEF/LPWF QSQ Delivery Cycle(List Adj. 1.23)	0.4337
	LPCF/LPEF/LPWF QSE Delivery Cycle(List Adj. 1.29)	0.4337
T-293	LPCF/LPEF/LPWF Controls STD Delivery	0.3615
	LPCF/LPEF/LPWF Controls QSQ Delivery Cycle(List Adj. 1.23)	0.4337
	LPCF/LPEF/LPWF Controls QSE Delivery Cycle(List Adj. 1.29)	0.4337
T-473	VADA STD Delivery Cycle	0.3400
	VADA QSE Delivery Cycle(List Adj. 1.29)	0.6194
T-473	VARA STD Delivery Cycle	0.6194
	VARA QSE Delivery Cycle(List Adj. 1.29)	0.6194
T-109	VADA / VARA Controls STD Delivery Cycle	0.4653
	VADA / VARA Controls QSE Delivery Cycle(List Adj. 1.29)	0.4653
T-294	VAV DDC Retrofit Controller STD Delivery cycle	0.3778
T-273	VLSDA/VRDA LINR STD Delivery Cycle	0.3778
	LINR QSQ Delivery Cycle(List Adj. 1.23)	0.5276
	LINR QSE Delivery Cycle(List Adj. 1.29)	0.5276
	VLSDA/VRDA INDUCT STD Delivery Cycle	0.3778
	INDUCT QSQ Delivery Cycle(List Adj. 1.23)	0.5276
	INDUCT QSE Delivery Cycle(List Adj. 1.29)	0.5276
	VLSDA/VRDA LITE STD Delivery Cycle	0.3778
	LITE QSQ Delivery Cycle(List Adj. 1.23)	0.5276
	LITE QSE Delivery Cycle(List Adj. 1.29)	0.5276
	VLSDA/VRDA PERF STD Delivery Cycle	0.3778
	PERF QSQ Delivery Cycle(List Adj. 1.23)	0.5276
	PERF QSE Delivery Cycle(List Adj. 1.29)	0.5276
	VLSDA/VRDA ADJ. FLOW STD Delivery Cycle	0.3778
	ADJ. FLOW QSQ Delivery Cycle(List Adj. 1.23)	0.5276

Diffusers

ADJ. FLOW QSE Delivery Cycle(List Adj. 1.29)

0.5276

Fan Colla

T-278	UniTrane STD Delivery Cycle	0.4422
	UniTrane E Delivery Cycle(List Adj. 1.20)	0.4242
	UniTrane Super E Del. Cycle(List Adj.1.30)	0.4242
	LOWBOY STD Delivery Cycle	0.4422
T-223	UniTrane Controls STD Delivery Cycle	0.4189
	UniTrane Controls QSE Delivery Cycle(List Adj. 1.20)	0.4454
	UniTrane Controls QSS Delivery Cycle(List Adj. 1.30)	0.4454
T-290	BCHD/BCVCDSTD Delivery Cycle	0.4242
	BCHD/BCVD E Delivery Cycle(List Adj. 1.20)	0.4432
	BCHD/BCVD Super E Delivery Cycle(List Adj. 1.30)	0.4432
T-292	BCHD/BCVD Control STD Delivery	0.4328
	BCHD/BCVD Control E Delivery Cycle(List Adj. 1.20)	0.4454
	BCHD/BCVD Control Super E Delivery Cycle(List Adj. 1.30)	0.4454

Unit Ventilators

T-042	VUVE STD Delivery Cycle	0.4200
	VUVE Q Delivery Cycle(List Adj. 1.20)	0.4959
T-242	HUVC STD Delivery Cycle	0.3778
	HUVC Q Delivery Cycle(List Adj. 1.20)	0.4959
T-042	ERSA STD Delivery Cycle	0.4200
	SW_A STD Delivery Cycle	0.4200
T-077	SHLA STD Delivery Cycle	0.4200
T-242	Unit Vent. Control HUVC STD Delivery	0.4115
	Unit Vent. Control VUVC STD Delivery	0.4115

Cabinet Unit Heater

T-277	FORCEFLO STD Delivery Cycle	0.4453
	FORCEFLO E Delivery Cycle(List Adj. 1.20)	0.4432
	FORCEFLO Super E Del. Cycle(List Adj. 1.30)	0.4432
T-223	FORCEFLO Controls STD Delivery Cycle	0.4189
	FORCEFLO Controls E Delivery Cycle(List Adj. 1.20)	0.4643
	FORCEFLO Controls Super E Del. Cycle(List Adj. 1.30)	0.4653

Unit Heaters

T-135	HBAC STD Delivery Cycle	0.4221
	HBAC Q Delivery Cycle(List Adj. 1.15)	0.4221
	GLPD/GLND STD Delivery Cycle	0.4221
	GLPD/GLND Q Delivery Cycle(List Adj. 1.15)	0.4221
T-136	UHSP STD Delivery Cycle	0.4432
	UHSP Q Delivery Cycle(List Adj. 1.15)	0.4432
T-236	UHAA STD Delivery Cycle	0.4347
	UHAA Q Delivery Cycle(List Adj. 1.15)	0.4347
	UHCA STD Delivery Cycle	0.4347
	UHCA Q Delivery Cycle(List Adj. 1.15)	0.4347
	UHWA STD Delivery Cycle	0.4347
	UHWA Q Delivery Cycle(List Adj. 1.15)	0.4347
	UHXA STD Delivery Cycle	0.4347
	UHXA Q Delivery Cycle(List Adj. 1.15)	0.4347
	UHEC STD Delivery Cycle	0.4347
	UHEC Q Delivery Cycle(List Adj. 1.15)	0.4347

Finned-Tube Radiation/Convactor

T-236	EWFB STD Delivery Cycle	0.4347
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T-100	SINGLEBO STD Delivery Cycle		0.6229
	SINGLEBO Quick Del. (List Adj. 1.05)		0.6229
T-103	MP501 PRODUCTS		0.6229
T-104	ROVER STD Delivery Cycle		0.6229
T-107	ENDDVIC STD Delivery Cycle		0.6229
	ENDVIC Quick Del.(List Adj. 1.05)		0.6229
T-115	NEWSUMIT STD Delivery Cycle		0.6229
	NEWSUMIT Quick Del.(List Adj. 1.05)		0.6229
T-119	SPECIAL STD Delivery Cycle		0.6229
	SPECIAL Quick Del. (List Adj.1.20)		0.6229
T-131	TRACER SUMMIT SOFTWARE		0.6229
T-179	TRACER ES STD Delivery Cycle		0.6229
	TRACER ES Quick DEL.(List Adj. 1.05)		0.6229
T-182	LEGACY CONTROLLERS		0.6229
T-183	LCP STD Delivery Cycle		0.6229
	LCP Quick Del. Cycle(List Adj. 1.15)		0.6229
T-187	GENLCONT STD Delivery Cycle		0.6229
	GENLCONT Quic Del. Cycle(List Adj. 1.05)		0.6229
T-317	RMU STD Delivery Cycle		0.6229
T-318	WEB SERVER		0.6229
T-639	ZN517 PRODUCTS		0.6229
T-640	VV551 PRODUCTS		0.6229
T-641	MP503 Products		0.6229
T-642	EX2		0.6229
T-643	Enterprise Server		0.6229
T-644	AH541 Products		0.6229
T-645	ZN521 Products		0.6229
T-646	Tenant Services		0.6229
T-1009	Tracer SC		0.6229
T-1010	Tracer UC		0.6229
	UC 400 BacNet Controller		0.6229
	UC 600 Bacnet Controller		0.6229
TR-101	Trane Rentals (All Products)		0.4146
TR-201	Active monitoring-off-site critical alarm management & remediation	0-60 points (yearly fee)	0.9300
TR-202	Building Performance-intial & cont. HVAC system analysis & actionable recomm.	0-60 points (yearly fee)	0.9300
TR-203	Each additional point > 60 points	1 point adds (yearly fee)	0.9300
	Included in labor rates		
H-01	LTH		0.4270
H-02	BCH		0.4270

HUSSMANN
Cataloged Products

H-03	NAV/NAVC	0.4270
H-04	GSVM	0.4270
H-05	SHM	0.4270
H-06	MD	0.4270
H-07	DDSS-4MC	0.4270
H-08	ISMGG	0.4270
H-09	ISFGG	0.4270
H-10	SN/SM	0.4270
H-11	HSD/SC-Y	0.4270
H-12	HSD/SC/P	0.4270
H-13	HBD/BC/H	0.4270
H-14	HTC/TD-138	0.4270
H-15	LBN	0.4270
H-16	NIM-6	0.4270
H-17	HGL-BS	0.4270
H-18	HGL-TS	0.4270
H-19	HGM-BS	0.4270
H-20	HGM-TS	0.4270
H-21	MAXI	0.4270
H-22	LP	0.4270
		0.9759
PCP-2	TAS Packaged MCPA pumping package STD Delivery	0.9759
PCP-3	TAS MCPR plant with screw chillers STD delivery	0.9759
PCP-4	TAS MCPC plant with centrifugal chillers STD delivery	0.9759
		0.9484
CA-101	Calmac Storage	0.9495
M-101	Multistack Modular Chiller STD Delivery	0.9495
	Pool Pack Systems	0.9495
E-100	AT Cooling Tower	0.9495
E-101	CAT Cooling Tower	0.9495
E-102	LPT Cooling Tower	0.9495
E-103	LSTB Cooling Tower	0.9495
E-104	USS Cooling Tower	0.9495
E-105	UT Cooling Tower	0.9495
E-106	PMT Cooling Tower	0.9495
E-107	ATWB Closed Circuit Coolers	0.9495
E-108	ESWA Closed Circuit Coolers	0.9495
E-109	LRWB Closed Circuit Coolers	0.9495
E-110	LSWE Closed Circuit Coolers	0.9495
E-111	PMWQ Closed Circuit Coolers	0.9495
E-112	WDW Closed Circuit Coolers	0.9495
E-113	NT Evaporators	0.9495
E-114	SCT Evaporators	0.9495
E-115	SST Evaporators	0.9495
E-116	SLT Evaporators	0.9495
E-117	TFC Evaporators	0.9495

I-101	Yaskawa STD Delivery	0.9284
T-102	Trane TR	0.5897

P-101	SERIES 4300	0.9495
P-102	IVS	0.9495
P-103	SERIES 4302/4382	0.9495
P-104	SERIES 4360/4380	0.9495
P-105	SERIES 4030/TD40SERIES 4280	0.9495
P-106	SERIES 4600	0.9495
P-107	SERIES 4700	0.9495
P-108	SERIES 4270	0.9495

A-101	AnnexAir & Custom AHUs	0.9495
CO-01	ConServ-Energy Recovery Ventilator (Heat Exchanger)	0.9500

Camus

CA-01	BLUEFLAME	0.9390
CA-02	CERAFLAME	0.9390
CA-03	DFx SERIES	0.9390
CA-04	DYNAFLAME	0.9390
CA-05	DYNAFORCE	0.9390
CA-06	DYNAMAX	0.9390
CA-07	MICROFLAME	0.9390
CA-08	MICROFLAME SERIES 2	0.9390
CA-09	MIROFLAME MODULATING	0.9390
CA-10	MICROFLAME SERIES GRANDE	0.9390
CA-11	SUREFLAME SERIES	0.9390

PVI

PV-01	AG	0.9390
PV-02	Maxim	0.9390
PV-03	Platinum	0.9390
PV-04	Power VT	0.9390
PV-05	PowrVT Nox	0.9390
PV-06	Turbo	0.9390

Evaporcoc EV-01	EZ-Frames, Smart Spray, Valves	0.9495
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United Air UA-01	SFC	0.9390
UA-01	BDC	0.9390
UA-02	C	0.9390
UA-03	DA,DB,DBM	0.9390
UA-04	F	0.9390
UA-05	MCB	0.9390
UA-06	PCT	0.9390
UA-07	SCA-SCB	0.9390

	UA-08	SDC	0.9390
	UA-09	SFC	0.9390
	UA-10	V	0.9390
	UA-11	VCC	0.9390
	TE-01	Unit Ventilators	0.9495
	D-01	V-8	0.9284
Dynamic	G-01	Stand-alone	0.9284
	G-02	In-line	0.9284
	S-01	Solar Hybrid Collector	0.9100
Solar	S-02	Solar PV Module	0.9100
	S-03	Solar Thermal Collector	0.9100
	HO-101	Basin Sweeper	0.9500
	HO-201	Boiler/Chiller Make-Up Water Machine	0.9500
	HO-301	Boiler Cleaner Machine	0.9500
	HO-401	Condenser Cleaner Machine	0.9500
	HO-501	Media Filter for Cooling Towers	0.9500
	HO-601	HARD WATER Cooling Tower	0.9500
	HO-701	SOFT WATER Cooling Tower	0.9500
	HO-801	Evaporative Condenser Cooling Tower	0.9500

NOTES:

1. LIST PRICE ADJUSTMENT FACTORS ON "QUICK" CYCLE OR PACKED STOCK ARE APPLIED BEFORE THE MULTIPLIER IS USED
2. ALL QUOTES WILL HAVE PRODUCT CODE AND PRODUCT DESCRIPTION WITH MULTIPLIER AS LISTED IN THIS MATRIX
3. ALL EQUIPMENT TO BE F.O.B. JOBSITE-JOBSITE COSTS ARE INCLUDED AS "NETS"
4. ANY FREIGHT COSTS ARE TO BE INCLUDED AS "NETS"
5. ALL NON-TRANE & NON-HUSSMANN EQUIPMENT LISTED REPRESENT PREFERRED VENDORS. EQUIVALENT VENDORS USE SIMILAR DISCOUNTS
6. ALL EQUIPMENT SHALL HAVE ONE YEAR LABOR WARRANTY INCLUDED AS "NETS"

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

25th

day of

July

20

17

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

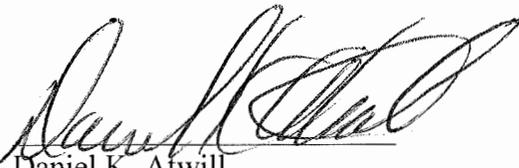
Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to C215036001 – Prosecuting Attorney Case Management System Maintenance and Support.

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

Done this 25th day of July, 2017.

ATTEST:

Art Auer
Art Auer
Interim Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent
Fred J. Parry

District I Commissioner



Janet M. Thompson
District II Commissioner

327-2017

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: September 2, 2014
RE: Amendment Number One –C215036001 – Prosecuting Attorney Case Management System Maintenance and Support

Contract C215036001 – Prosecuting Attorney Case Management System Maintenance and Support was approved by commission for award to Karpel Computer Systems on July 5, 2016, commission order 320-2016. This amendment adds the following:

Law Enforcement Interface for \$5,000 to be paid from department 2905 – LE / Judicial Information Systems – LE Sales Tax, account 91302 – computer software. \$18,900 is budgeted for 2017.

Annual Support Services for Law Enforcement Interface for \$1,000 to be paid from department 2905 – LE / Judicial Information Systems – LE Sales Tax, account 70050 – software service contract. \$1,350 is budgeted.

This software interface is from Karpel Computer Systems, the Prosecuting Attorney's office software to Superior RMS (formerly SunGard), which is the new RMS/JMS System at the Sheriff Department.

cc: Aron Gish, IT, Bonnie Adkins, PA, Gary German, Sheriff
Contract File

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
C215036001 – PROSECUTING ATTORNEY CASE MANAGEMENT SYSTEM**

The Purchase Agreement dated July 5, 2016 made by and between Boone County, Missouri and Karpel Computer Systems for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Add a software interface from Karpel (Prosecuting Attorney's office software) to Superior RMS (RMS/JMS System at the Sheriff Department) per the attached scope of work at the following price:

Law Enforcement Interface	\$5,000
Annual Support Services for Law Enforcement Interface	\$1,000

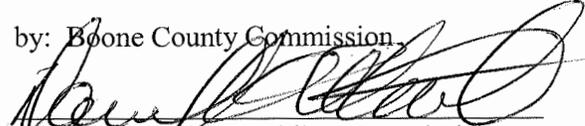
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

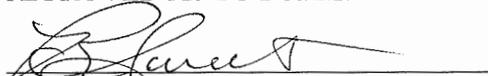
KARPEL COMPUTER SOLUTIONS

by 
title CEO

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


ART AVER, INTERIM COUNTY CLERK

AUDITOR CERTIFICATION

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

 by jjj 08/02/2017 2905-91302-\$5,000; 2905-70050-\$1,000
Signature Date Appropriation Account

Matt Ziemianski
CEO
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Tony Morris
VP iNSIGHT
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tmorris@karpel.com



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Boone County, MO

Custom Software Development

Network Services

IT Strategy & Planning

Project Management

Hardware Procurement

Prosecutor by Karpel Law Enforcement Interface

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Custom Software Development

Network Services

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Hardware Procurement

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1 Confidentiality Statement

This agreement establishes a good faith relationship between Karpel Solutions and Boone County, MO for the purposes of reviewing this proposal. This document is the intellectual property of Karpel Solutions. The Boone County, MO agrees, to the extent allowed by the Missouri Sunshine Law, Chapter 610 of the Revised Statutes of Missouri ("The Sunshine Law") and the ordinances of the Boone County, MO, that the information contained within this proposal is proprietary information and that it shall not disclose, reproduce in any format, or use any of the terms, data, or any other material contained herein outside of Boone County, MO or for any other purposes other than to evaluate this proposal, except as required by law, including the Sunshine law, the ordinances of the Boone County, MO or court subpoena. This agreement does not limit Boone County, MO right to use information contained within this proposal if it is obtained from another source without restriction. Any subsequent revisions, addendums, or amendments to this document shall be covered under the terms of this confidentiality agreement by reference.

Custom Software Development

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2 Executive Overview

Thank you for the opportunity to present Boone County, MO with a solution meeting your needs.

3 Scope of Work

Task Description: This Law Enforcement interface will be between SunGuard and PbK. Three separate agencies will connect to SunGuard and they will in turn communicate with PbK via a single endpoint passing the data in Karpel's IEPD format. A success / failure response will be provided back to SunGuard.

1. Four-hour webinar. Project team is selected including Karpel Staff and Customer System Administrators. This meeting will discuss Karpel's standard IEPD Interface including definitions. Customization of the standard IEPD may increase contract costs (depending on complexity of the required enhancements).
2. Development and implementation of a law enforcement interface for the Boone County Missouri falls under standard development described as:

The development, implementation and testing of a law enforcement interface would follow the guidelines below to fall within the base interface cost.

- The creation and/or setup of a receiving law enforcement intake service that will receive data that conforms to the Karpel IEPD for PBK
- The standard interface will not include the development, implementation and testing of any client files or data that will be passed to the Karpel receiving law enforcement intake service. Anything that falls under the Non-standard scope of work will not be the responsibility of Karpel Solutions.
- The scope of the project will be limited to implementing the above-mentioned features only. Please let Karpel Solutions know if we have missed any feature that needs to be implemented prior to signing. Please acknowledge the fact that any feature not covered in this contact would be considered as a change request order.

4 Other Information

Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved by client prior to

Custom Software Development

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Hardware Procurement

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start of such work. No additional charges will be incurred without prior written approval from client.

4.1 General Client Responsibilities

In order for the project to be completed on time and on budget, the Boone County Prosecutor's office will need to participate by providing:

1. Access to systems and equipment as required and mutually agreeable.
2. An authorized contact person to assist, if needed in the definition of the interface.

5 Investment Summary

Karpel Solutions will perform according to all descriptions, scopes, and specifications herein described, in consideration for payment as set forth below.

5.1 Project Investment

Interface Development	Qty.	Price	Total
Law Enforcement Interface	1	\$5,000	\$5,000
Total Software			\$5,000
Hosting Services	Qty.	Price	Total
Law Enforcement Interface Annual Support Services	1	\$1,000	\$1,000
Total Annual Support Services			\$1,000
Total Project cost (excluding taxes)			\$6,000

Payment Schedule:

Milestone	Payment
Completion of interface in production	100%

If more work will be necessary above the set criteria, requiring additional interfaces to be developed, Karpel will require approval from the client. These potential additions may require additional funding.

Custom Software Development
 Network Services
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written. This proposal is offered as an all-inclusive turnkey solution and, unless noted otherwise, pricing is based on acceptance of both services and licenses. Any changes to this solution may result in additional costs. If not accepted within thirty (30) days, Karpel Solutions reserves the right to withdraw this proposal. Should any adjustments to this proposal become necessary, Karpel Solutions will draw up and present a "Change Order" to Boone County, MO for review and approval. Anything talked about, but not written herein, is not a part of this offer. The management of Karpel Solutions reserves the right to make modifications to this offer. All orders and purchases are subject to the standard Terms and Conditions provided by Karpel Solutions (attached) and credit approval.

Custom Software Development
Network Services
IT Strategy & Planning
Project Management
Hardware Procurement

Boone County, MO

Karpel Solutions

Name

Name

Title

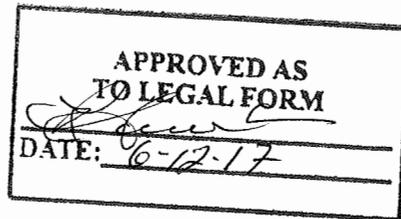
Title

CEO

Date

Date

6/26/2017



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KARPEL COMPUTER SYSTEMS, INC. ("KCS")

MASTER TERMS AND CONDITIONS

General Terms

1. The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.
2. New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to client, used in connection with KCS's services may have anomalies, performance or integration issues unknown to KCS which can impact the timely, successful implementation of information systems. KCS will inform the client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. KCS is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of KCS's services at the rate stated in the proposal whether or not a successful solution is achieved.
3. Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results.
4. Client will reimburse KCS for materials purchased for the client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for client. Upon mutual agreement, client will reimburse KCS for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare. Billing for services rendered on-site on an as needed basis will include portal-to-portal time at a minimum of a one-quarter hour each way.
5. A statement for services rendered will be submitted by KCS monthly. The invoice is payable upon receipt. Terms are Net thirty (30) days. Interest shall be applied at the rate of one and one half percent (1.5%) per month on any amounts not received by KCS within the due date. KCS reserves the right to discontinue performing services for client in the event of nonpayment for services by client, and client agrees to reimburse KCS for reasonable collection expenses on delinquent accounts, including attorney's fees.
6. Client may terminate this Agreement at any time if KCS fails to perform under, or materially breaches, this Agreement by delivery of a written notice to KCS of its intent to terminate. KCS will have thirty (30) days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) day period, KCS has not corrected the stated problem to client's satisfaction, then client may terminate the Agreement. KCS may terminate the Agreement on thirty (30) days written notice.

Ownership of Intellectual Property

Contemporaneously with each payment by client, KCS hereby assigns to client any and all rights, title and interest, including without limitation copyrights, trade secrets and proprietary rights to the software, programs, systems, manuals, documentation and/or other deliverables developed or prepared specifically for client hereunder (the "Deliverables") and covered by such payment. However, the Deliverables may include data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, middleware and workflow, SQL stored procedures, user navigation controls, data entry features, data connections, configurations, specifications, printouts, documentation, documents, notes, flow charts, programming techniques and leading practices ("Technical Elements") owned or developed by KCS prior to, or independently from, its engagement hereunder and KCS retains all rights thereto. Accordingly, to the extent that any Technical Elements are integrated into any Deliverables, KCS hereby grants to client a perpetual, worldwide, royalty-free, non-exclusive license to use, copy and modify such Technical Elements as integrated into such Deliverables for its internal business use only. Conversely, client grants to KCS a perpetual, worldwide, paid-up license to use, sublicense, sell, copy and modify in the course of KCS's business any Technical Elements developed in connection with this Agreement, so long as KCS's use does not disclose confidential information or the identity of the client. In addition, KCS retains the right to use its general knowledge, experience and know-how even if developed or enhanced in the course of performing services.

Limited Warranties, Limitation of Liability, Indemnification

1. Limited Warranties for all Services provided by KCS. KCS warrants that the services to be performed by KCS will be performed in a professional manner by qualified personnel. KCS warrants that it has the requisite power and authority to enter into and perform its obligations under this Agreement. KCS warrants that the performance by KCS of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations.
2. THE EXPRESS WARRANTIES SET FORTH ABOVE are IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

Custom Software Development

Network Services

IT Strategy & Planning

Project Management

Hardware Procurement

Matt Ziemianski
CEO
314-892-6300
mattz@karpel.com

Tony Morris
VP iNSIGHT
314-892-6300
tmorris@karpel.com



9717 Landmark Parkway Dr. • Suite 200 • St. Louis, MO 63127 • 314-892-6300

PURPOSE. IN NO EVENT SHALL KCS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE or SPECIAL DAMAGES (including without limitation damage for loss of profits, business interruption, loss of information or data or other pecuniary loss or damage to computer hardware or software), EVEN IF KCS HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES and regardless of whether a claim is made in contract, warranty, tort, or other theory or cause of action.

3. KCS makes no express or implied warranties as to the quality of third party software or as to KCS's ability to support such software on an on-going basis.
4. Because of the limited nature of KCS's engagement by client, KCS makes no express or implied warranties as to the quality of, or the ability of software developed by KCS to operate with, any hardware, software, systems and/or external data flows in place at client's facilities, including without limitation the ability of the foregoing to process data which represents or references different centuries (Y2K compliance).
5. Client hereby agrees to hold KCS (and its shareholders, directors, officers, successors, assigns and agents) harmless and indemnify each of them from and against, and client waives any claim for contribution or indemnity with respect to, any and all claims, damages, liabilities, expenses or costs (including reasonable attorneys' fees, expenses and interest) incurred by any of them in connection with or arising out of a claim made in connection with services provided under this Agreement which is not due to KCS's gross negligence.

KCS Employees

Client understands and agrees that KCS has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training its employees. The parties also agree and understand that client has a unique opportunity to evaluate performance of, and potentially hire away, KCS employees. Both parties agree that such hiring away would substantially disrupt the essence of KCS's business and KCS's ability to provide its services for others, and that under the circumstances KCS cannot agree to such a hiring. The parties also acknowledge that there exists a non-competition provision in the agreements signed by each of KCS's employees. Therefore, client agrees that it shall not solicit for employment or hire any KCS employee during the term of the Agreement or for a period of 2 years after the completion/termination of the project.

Confidentiality

1. Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which: (i) is or becomes known publicly through no fault of the receiving party; (ii) is learned by the receiving party from a third party entitled to disclose it; or (iii) is already known to the receiving party. This provision is not intended to limit or prevent Boone County's compliance with the Sunshine law or ordinances of Boone County, MO regarding access to public records.
2. So long as KCS does not violate the provisions of this section regarding confidentiality, the Agreement shall not preclude KCS from developing for itself, or for others, programs or materials which are similar to those produced as a result of services provided to client.
3. So long as KCS does not violate the provisions of this section regarding confidentiality, KCS shall have the right to demonstrate for other prospective clients any application developed by KCS under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

Miscellaneous

1. Client and KCS may communicate by electronic means, including but not limited to facsimile documents. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.
2. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, then the remaining portions of the Agreement shall remain in effect.
3. This Agreement constitutes the sole agreement between client and KCS with respect to the subject matter hereof. It may not be modified or assigned except by written agreement of client and KCS.

This Agreement shall be governed and construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws provisions.

Custom Software Development

Network Services

IT Strategy & Planning

Project Management

Hardware Procurement

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the 25th day of July 20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the attached City of Columbia Joint Communications Invoice for the period of January – March, 2017 in the amount of \$58,260.82.

Done this 25th day of July, 2017

ATTEST:

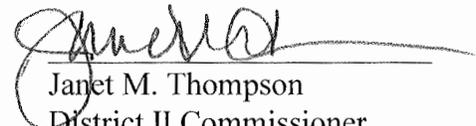
Art Auer
Art Auer
Interim Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

911 BOONE COUNTY
JOINT COMMUNICATIONS

2145 E County Dr
Columbia, MO 65202

Phone (573) 554-1000
Fax (573) 442-1497

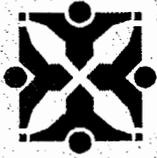
MEMORANDUM

TO: **Boone County Commission**
FROM: **Chad Martin, Director** 
DATE: **July 14, 2017**
RE: **City of Columbia Joint Communications Invoice, Jan – Mar 2017**

Attached is the invoice from the City of Columbia pertaining to operating costs of the Joint Communications Center (911 call/dispatch center) for the period January 2017 through March 2017, in the amount of \$58,260.82.

The County's FY 2017 budget includes an appropriation to reimburse the City of Columbia for operating costs of the 911 call center with such reimbursement to be made from the proceeds of the 3/8-cent sales tax dedicated to 911 and emergency management purposes.

The Boone County Auditor's Office and the Finance Department/Account Division of the City have agreed that the City will invoice the County on a quarterly basis for actual expenses incurred for the operation of the 911 call/dispatch center until such time that all operations, and associated costs, are transferred to the County. Documentation supporting the amounts invoiced has been provided by the City which have been reviewed. The documentation supports the invoiced amount and the invoiced expenses appear to be reasonable and directly related to the operations of the 911 Joint Communications call center.



CITY OF COLUMBIA
 FINANCE DEPARTMENT / CASHIERS
 PO BOX 6912
 COLUMBIA, MO 65205
 FOR QUESTIONS CALL: 573-874-7626

INVOICE
 Page 1 of 1

RECEIVED JUL 13 2017

BY: _____

Invoice Date 07/11/2017	Invoice No. 9739
Customer Number 1608	
Invoice Total Due \$58,260.82	
Due Date 07/25/2017	

BOONE COUNTY-GOVERNMENT
 801 E WALNUT ST
 COLUMBIA, MO 65201

City of Columbia

Description	Quantity	Price	Original Bill	Adjustment	Paid	Amount Due
JOINT COMMUNICATIONS BOONE COUNTY JANUARY THROUGH MARCH 2017	1.00	\$58,260.82	\$58,260.82	\$0.00	\$0.00	\$58,260.82

This account is due and payable to: City of Columbia. <i>Any remaining unpaid balance will be turned over to collections after 90 days.</i>	Invoice Total:	\$58,260.82
---	-----------------------	--------------------

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

Date: 07/11/2017
 Customer No: 1608

Name: BOONE COUNTY-GOVERNMENT
 Type: JOINT COMMUNICATIONS
 Invoice Total: \$58,260.82
 Amount Paid:

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF COLUMBIA
FINANCE DEPARTMENT / CASHIERS
PO BOX 6912
COLUMBIA, MO 65205
FOR QUESTIONS CALL: 573-874-7626

When you provide a check as payment, you authorize us to either use the information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. For inquiries, please call customer service at 874-7373.

Invoice No: 9739
 Due Date: 07/25/2017

PSJC Expenses - Detail by Account Number
January - March 2017

Account Name	Total
PRINTING	\$15.00
POSTAGE	\$14.88
Materials & Supplies Total	\$29.88
IT SUPPORT & MAINT	\$47,602.26
FIBER OPTICS	\$288.51
Intragovernmental Charges Total	\$47,890.77
ELECTRIC	\$1,070.23
TELEPHONE	\$6,829.11
MISCELLANEOUS CONTRACTUAL	\$2,053.38
MAINTENANCE AGREEMENTS	\$387.45
Utilities, Services, & Miscellaneous	\$10,340.17
Total Quarterly Expenses	\$58,260.82

RECEIVED JUL 13 2017

FY 2017 BCJC Budget

RECEIVED JUL 13 2017

	Amount Due January - March 2017	Amount Due April - June 2017	Amount Due July - September 2017	Amount Due October - December 2017
BWAT FY 2017				
Operating Budget:				
Personnel Services	\$0	\$0.00	\$0.00	\$0.00
Supplies & Materials	\$640	\$29.88	\$0.00	\$0.00
Travel & Training	\$0	\$0.00	\$0.00	\$0.00
Intragovernmental Charges*	\$146,359	\$47,890.77	\$0.00	\$0.00
Util. Serv & Other Misc.	\$284,385	\$10,340.17	\$0.00	\$0.00
Capital Outlay	\$0	\$0.00	\$0.00	\$0.00
Total Expenditures	\$431,384	\$58,260.82	\$0.00	\$0.00
Offsets:				
Traffic Enforcement	\$0	\$0.00	\$0.00	\$0.00
911 Records Request	\$0	\$0.00	\$0.00	\$0.00
Total Offsets	\$0	\$0.00	\$0.00	\$0.00
Total Expenditures Less Offsets	\$431,384	\$58,260.82	\$0.00	\$0.00

The FY 2017 budget covers the timeframe of October 1, 2016 - September 30, 2017.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

25th

day of July

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Antenna Site License and 2017 Improvement Project Agreement between Boone County and the City of Ashland.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Antenna Site and Improvement Project Agreement.

Done this 25th day of July, 2017.

ATTEST:

Art Auer
Art Auer
Interim Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Absent

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

ANTENNA SITE LICENSE
AND
2017 IMPROVEMENT PROJECT

OWNER: City of Ashland, Missouri

LICENSEE: Boone County, Missouri

LICENSEE SITE NAME: RED

LICENSED SITE ADDRESS: Elevated Water Tank
102 W Redtail Drive
Ashland, MO 65010

COMMENCEMENT DATE: Upon execution by both parties of countersigned documents.

It is agreed by and between the parties as follows:

1. **License of Site.** During the Term hereof, Owner grants a license to Licensee to install, operate and maintain, at Licensee's expense and risk, public safety land mobile two-way radio transmitting and receiving equipment and antennas including a shelter and attachment to Owner's elevated water tank, (collectively, the "**Equipment**") at the Licensed Site. Licensee shall at all times have the unrestricted right to enter or leave the Licensed Site with full and complete access to its Equipment on a 24-hour, seven (7) day per week basis. Licensee agrees to take at its own expense all measures and precautions necessary to render the Equipment inaccessible to unauthorized persons. Owner agrees that Owner will not give unauthorized persons access to the Equipment.
2. **License Fee.** Site License fee is waived by Owner as Owner's cooperation with Licensee in furtherance of public safety.
3. **License Term.** The term of this license shall be from the commencement date until April 30, 2022 and shall automatically renew from year to year thereafter on the same terms as provided in this license agreement, unless terminated by either Licensee or Owner by written notice to the other party at least ninety (90) days before the end of a term.
4. **2017 Improvement Project.** Licensee will, at Licensee's expense, complete the following improvements to the Site during 2017: Provision and installation of a commercially fabricated triangular antenna platform and separate cable raceway support system to provide for mounting of Licensee's antennas above the top of the

elevated water tank. Work will also include removal and disposal of the existing antenna mounting structure on top of the tank.

5. Termination and Cancellation.

- a. Termination for Convenience: This license may be terminated by either party at the anniversary of a renewal term by giving ninety (90) days written notice to the other party at least ninety (90) days before the end of a term (after the initial term, the one-year renewal terms will end on April 30th of each year).
- b. Termination for Funding: This license may be terminated at any time if sufficient funding is not appropriated for the purposes of this Agreement during Licensee's annual budget process.

6. Removal of Equipment. Unless otherwise mutually agreed by the parties, Licensee shall remove all of the Equipment prior to the end of the Term and shall leave the Licensed Site in substantially the same condition that existed as of the date of this License, except for ordinary wear and tear and occurrences for which Licensee is not responsible hereunder.

7. Site Condition. Licensee takes the Site as it finds it and Owner shall have no responsibility for its condition or any damage suffered by Licensee or any other person due to such condition.

8. Installation of Equipment. Licensee agrees to install its Equipment in accordance with specific direction and approval of Owner, such approval to not be unreasonably withheld. Licensee will provide its own equipment shelter, nominal 10' x 16', which will be located and installed at the Site.

9. Operation of Equipment. Licensee will install, operate and maintain its Equipment in accordance with applicable laws and regulations so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any other radio or television transmitting or receiving equipment whether or not such equipment is located on the Licensed Site. In the event that Licensee's Equipment causes interference with other radio or television transmissions, Licensee will promptly take all reasonable steps necessary to correct and eliminate the same. If Licensee is unable to eliminate the interference within a reasonable period of time, Licensee agrees to remove the Equipment from the Licensed Site and this License shall be terminated.

10. **Assignment.** Licensee shall not assign this License to future affiliates, subsidiary, or alternate political jurisdiction.
11. **Electrical Service.** Licensee agrees to furnish and pay for the electric service to operate Licensee's equipment and equipment shelter.
12. **Telephone Service.** Licensee agrees, at Licensee's sole cost and expense, to pay for any telephone service required for the operation of its Equipment.
13. **Damage to Licensed Site.** If the Licensed Site or any portion thereof is damaged for any reason so as to render the Licensed Site unusable for Licensee's intended purpose Licensee may, at its option, elected to terminate this License by providing written notice of its intent to do so.
14. **Notices.** Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery, or certified mail (return-receipt requested) in a sealed envelope, postage prepaid, and addressed as follows:
 - a. If to the Owner:
 - i. City Administrator, City of Ashland, 109 East Broadway, PO Box 135, Ashland, MO 65010
 - b. If to the Licensee:
 - i. Joint Communications Director, 2145 E. County Drive, Columbia, Missouri 65202.
15. **Waiver.** Failure or delay on the part of Owner or Licensee to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.
16. **Prior Negotiations.** This License constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supercede all prior offers, negotiations, and agreements.
17. **Amendment.** No revision of this Agreement shall be valid unless made in writing and signed by duly authorized officers or representatives of Owner and Licensee.
18. **Owner's Representations.** Owner represents and warrants that it owns the Licensed Site and has full authority to execute and deliver this License.

19. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this License as of the 25th day of July, 2017.

[Signatures appear on next page.]

OWNER:

City of Ashland

BY:


Gene Rhorer, Mayor

Attest:


Paula Dapp
City Clerk

LICENSEE:

Boone County
(By and through its County Commission):

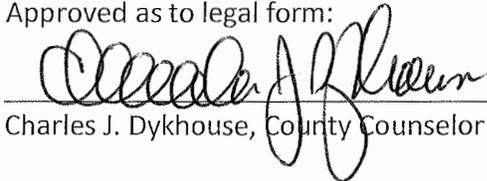
BY:


Daniel K. Atwill, Presiding Commissioner

ATTEST:

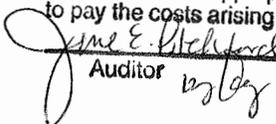

ART AUER, INTERIM COUNTY CLERK

Approved as to legal form:


Charles J. Dykhouse, County Counselor

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

 Auditor *ms/day* Date 7/5/17 No Encumbrance Required 05

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANTENNA SITE LICENSE AGREEMENT AND IMPROVEMENT PROJECT WITH BOONE COUNTY

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

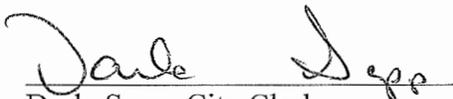
Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into an antenna site license agreement and improvement project with Boone County. The form and content of the agreement shall be substantially as set forth in Exhibit "A" which is attached to and made a part of this ordinance.

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

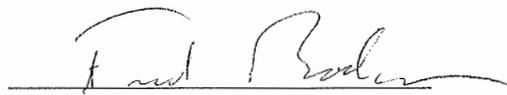
Dated this 6th day of June, 2017.


Gene Rhorer, Mayor

Attest:


Darla Sapp, City Clerk

Certified as to correct form:


Fred Boeckmann, City Attorney

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the 25th day of July 20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement for participation in the Batterers' Intervention Program between the 13th Judicial Circuit Court and TMT Consulting. The \$40,000 contracted amount for TMT is surplus funds from the Family Counseling Center contract.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 25th day of July, 2017.

ATTEST:

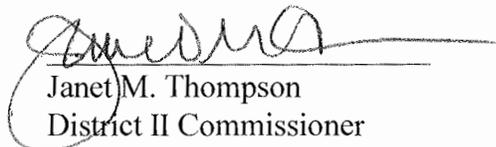

 Art Auer
 Interim Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner



Fred J. Parry
 District I Commissioner



Janet M. Thompson
 District II Commissioner



Circuit Court of Missouri

Thirteenth Judicial Circuit

MEMORANDUM

DATE: July 13, 2017
TO: Presiding Commissioner, County Clerk, and County Counselor
FROM: Cindy Garrett
SUBJECT: Agreement for Batterer's Intervention Program

Since January, 2009, the 13th Circuit court has had a contract with Family Counseling Center to provide programming for a Batterers' Intervention program, MEND. Funding has been provided through a STOP VAWA grant from US Department of Justice, which runs through the Missouri Department of Public Safety. The current grant is for \$212,243.97 with an \$80,689 required match, which is met from participant's minimum payments, based on a sliding scale, for the MEND classes. The grant funds are used to pay for a .80 FTE Domestic Assault Court Coordinator (position #745), with the majority of the funds used to contract for the Batterers' Intervention program. As previously noted the Court has always contracted exclusively with Family Counseling Center, as they were the only agency in the community that provided the programming when grant funds were initially secured.

The Court has been approached by Tasca Tolson from TMT Consulting, who has requested to be a contractor for the grant funds as well, as TMT Counseling also provides Batterers' Intervention programming for both male and female clients within our community. It should be noted both Family Counseling Center and TMT Counseling have been credentialed as certified Missouri Batterer Intervention program providers through the Department of Probation and Parole.

Therefore, attached is a contract with TMT Counseling to provide Batterers' Intervention programming through the remainder of the current awarded grant. The \$40,000 contracted amount for TMT is what will be surplus funds from the Family Counseling Center contract based upon current referral numbers. This contract requires the signatures of Dan Atwill, Presiding Commissioner; Art Auer, County Clerk; and CJ Dykhouse, County Counselor.

Please feel free to contact me with any questions.

AGREEMENT FOR BATTERERS' INTERVENTION PROGRAM

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

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

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

WHEREAS, the Court currently receives STOP grant funding for such a program for the calendar 2017; and

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

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

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

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

2. No later than the 5th of each month TMT Consulting will provide to the Court a bill that lists all clients referred by the Court, the amount they paid, and the amount being billed to the Court.
- C. The Court will pay TMT Consulting for its services based on the following assumptions:
1. The monthly payment will be based on the following formula: total number of sessions attended by eligible defendants multiplied by \$35 minus the amount collected from defendants.
 2. The total cost of the 27-week BIP Embrace/Embrace U program is \$945.00 ((\$35 multiplied by 27 classes) including orientation).
 3. The maximum amount the Court will pay per person is \$ 675 (\$ 945.00 minus mandatory contribution of \$270 (\$10 per class)).
- D. The maximum amount of contractual services for 2017 is \$40,000.00.
- E. Enrollment in BIP EMBRACE or EMBRACE U, will be open-ended, with referred participants beginning at the time of the first group vacancy following referral and continuing until 26 weeks of programming have been completed. Group sessions will be two hours long and will be held at a variety of times to reasonably accommodate clients.
- F. The program will be supervised by Tasca Tolson who is the owner of TMT Consulting. All facilitators and others involved in the execution of the BIP EMBRACE/EMBRACE U programs shall be employees of TMT Consulting, not of the Court.
- G. Services will be provided at TMT Consulting located at Parkade Center (lower level) 601 Business Loop 70 Suite 110, Columbia MO 6520. All facilities are ADA accessible and accessible via public transportation.
- H. TMT Consulting will document the progress of individuals referred to the BIP EMBRACE or EMBRACE U program, and will report to the Court information regarding success or failure of referred individuals in completing the program.
- I. TMT Consulting will maintain comprehensive liability insurance in the minimum amount of \$1,000,000 (premises and professional liability).
- J. TMT Consulting will cooperate with the Court in conducting surveys of referred individuals regarding program quality, its ability to meet the needs of the referred individuals, and recidivism. TMT Consulting and the Court will share statistical information regarding program success.

- K. TMT Consulting will accommodate any non-English speaking defendants and be responsible for any associated costs.
- L. All obligations of the Court under this Agreement which require the expenditure of funds are conditional upon availability of funds appropriated for that purpose.
- M. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- N. As a condition for the award of this contract in order to comply with the provisions of Sec. 285.530, RSMo, TMT Consulting shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A Work Certification Affidavit is attached hereto and made a part hereof.
- O. The agreement shall terminate on December 31, 2017, if not earlier terminated by the parties as set forth above.

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

13th Judicial Circuit

By: Mary Eppin
 DATED: July 11, 2017

TMT Consulting

By: SM Seligson
 DATED: 7/11/17

APPROVED AND ACCEPTED FOR DOCUMENTATION AND AUDITING PURPOSES:

BOONE COUNTY, MISSOURI

By: Boone County Commission
Dan Atwill
 Dan Atwill, Presiding Commissioner

ATTEST:

Art Auer
 Art Auer, County Clerk

APPROVED AS TO FORM:

Cl Dykhouse
 Cl Dykhouse, County Counselor

AUDITOR CERTIFICATION:

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

<u>June Pitchford by HA</u>	<u>7-17-17</u>	<u>1243-71100</u>
Signature	Date	Appropriation Account/Amount

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the 25th day of July 20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Sheriff's Department to establish a budget using emergency appropriations for the County's portion of the Karpel interface project with the Columbia and MU Police Departments.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2900	86800	Law Enforcement Sales Tax	Emergency	2,000	
2905	91302	LE/Judicial info Sys-LEST	Computer Software		1,000
2905	70050	LE/Judicial info Sys-LEST	Software Service Contract		1,000
				2,000	2,000

Done this 25th day of July, 2017.

ATTEST:

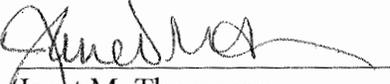

 Art Auer
 Interim Clerk of the County Commission


 Daniel K. Atwill

Presiding Commissioner


 Fred J. Parry

District I Commissioner


 Janet M. Thompson
 District II Commissioner

**BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET REVISION
RECEIVED**

EFFECTIVE DATE

JUN 27 2017

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2900	86800	Law Enforcement Sales Tax	Emergency	2,000	
2905	91302	LE/Judicial Info Sys-LEST	Computer Software		1,000
2905	70050	LE/Judicial Info Sys-LEST	Software Service Contract		1,000
				2,000	2,000

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Establish budget using emergency appropriations for the County's portion of the Karpel interface project with Columbia Police Department and MU Police Departments

KARPEL INTERFACE CPO+MUPD

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

[Signature]

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

Agenda

[Signature]

Auditor's Office
PRESIDING COMMISSIONER

Absent

DISTRICT I COMMISSIONER

[Signature]

DISTRICT II COMMISSIONER

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
C215036001 – PROSECUTING ATTORNEY CASE MANAGEMENT SYSTEM**

The Purchase Agreement dated July 5, 2016 made by and between Boone County, Missouri and Karpel Computer Systems for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Add a software interface from Karpel (Prosecuting Attorney's office software) to Superior RMS (RMS/JMS System at the Sheriff Department) per the attached scope of work at the following price:

Law Enforcement Interface	\$5,000
Annual Support Services for Law Enforcement Interface	\$1,000

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

KARPEL COMPUTER SOLUTIONS

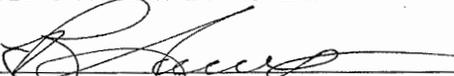
by 
title CEO

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

2905-91302 \$5,000; 2905-70050-\$1,000

Signature

Date

Appropriation Account

Matt Ziemianski
CEO
314-892-6300
tz@karpel.com

Tony Morris
VP iNSIGHT
314-892-6300
tmorris@karpel.com



9717 Landmark Parkway Dr. • Suite 200 • St. Louis, MO 63127 • 314-892-6300

Boone County, MO

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IT Strategy & Planning

Project Management

Hardware Procurement

Prosecutor by Karpel Law Enforcement Interface

Matt Ziemianski
CEO
314-892-6300
mz@karpel.com

Tony Morris
VP iNSIGHT
314-892-6300
tmorris@karpel.com

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Matt Ziemianski
CEO
314-892-6300
tz@karpel.com



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Tony Morris
VP iNSIGHT
314-892-6300
tmorris@karpel.com

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1 Confidentiality Statement

This agreement establishes a good faith relationship between Karpel Solutions and Boone County, MO for the purposes of reviewing this proposal. This document is the intellectual property of Karpel Solutions. The Boone County, MO agrees, to the extent allowed by the Missouri Sunshine Law, Chapter 610 of the Revised Statutes of Missouri ("The Sunshine Law") and the ordinances of the Boone County, MO, that the information contained within this proposal is proprietary information and that it shall not disclose, reproduce in any format, or use any of the terms, data, or any other material contained herein outside of Boone County, MO or for any other purposes other than to evaluate this proposal, except as required by law, including the Sunshine law, the ordinances of the Boone County, MO or court subpoena. This agreement does not limit Boone County, MO right to use information contained within this proposal if it is obtained from another source without restriction. Any subsequent revisions, addendums, or amendments to this document shall be covered under the terms of this confidentiality agreement by reference.

Matt Ziemianski
CEO
314-892-6300
mztz@karpel.com

Tony Morris
VP INSIGHT
314-892-6300
tmorris@karpel.com



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2 Executive Overview

Thank you for the opportunity to present Boone County, MO with a solution meeting your needs.

3 Scope of Work

Task Description: This Law Enforcement interface will be between SunGuard and PbK. Three separate agencies will connect to SunGuard and they will in turn communicate with PbK via a single endpoint passing the data in Karpel's IEPD format. A success / failure response will be provided back to SunGuard.

1. Four-hour webinar. Project team is selected including Karpel Staff and Customer System Administrators. This meeting will discuss Karpel's standard IEPD Interface including definitions. Customization of the standard IEPD may increase contract costs (depending on complexity of the required enhancements).
2. Development and implementation of a law enforcement interface for the Boone County Missouri falls under standard development described as:

The development, implementation and testing of a law enforcement interface would follow the guidelines below to fall within the base interface cost.

- The creation and/or setup of a receiving law enforcement intake service that will receive data that conforms to the Karpel IEPD for PBK
- The standard interface will not include the development, implementation and testing of any client files or data that will be passed to the Karpel receiving law enforcement intake service. Anything that falls under the Non-standard scope of work will not be the responsibility of Karpel Solutions.
- The scope of the project will be limited to implementing the above-mentioned features only. Please let Karpel Solutions know if we have missed any feature that needs to be implemented prior to signing. Please acknowledge the fact that any feature not covered in this contact would be considered as a change request order.

4 Other Information

Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved by client prior to

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Matt Ziemianski
 CEO
 314-892-6300
 tz@karpel.com

Tony Morris
 VP INSIGHT
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 tmorris@karpel.com

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start of such work. No additional charges will be incurred without prior written approval from client.

4.1 General Client Responsibilities

In order for the project to be completed on time and on budget, the Boone County Prosecutor's office will need to participate by providing:

1. Access to systems and equipment as required and mutually agreeable.
2. An authorized contact person to assist, if needed in the definition of the interface.

5 Investment Summary

Karpel Solutions will perform according to all descriptions, scopes, and specifications herein described, in consideration for payment as set forth below.

5.1 Project Investment

Interface Development	Qty.	Price	Total
Law Enforcement Interface	1	\$5,000	\$5,000
Total Software			\$5,000
Hosting Services	Qty.	Price	Total
Law Enforcement Interface Annual Support Services	1	\$1,000	\$1,000
Total Annual Support Services			\$1,000
Total Project cost (excluding taxes)			\$6,000

Payment Schedule:

Milestone	Payment
Completion of interface in production	100%

If more work will be necessary above the set criteria, requiring additional interfaces to be developed, Karpel will require approval from the client. These potential additions may require additional funding.

Matt Ziemianski
CEO
314-892-6300
mattz@karpel.com



9717 Landmark Parkway Dr. • Suite 200 • St. Louis, MO 63127 • 314-892-6300

Tony Morris
VP iNSIGHT
314-892-6300
tmorris@karpel.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written. This proposal is offered as an all-inclusive turnkey solution and, unless noted otherwise, pricing is based on acceptance of both services and licenses. Any changes to this solution may result in additional costs. If not accepted within thirty (30) days, Karpel Solutions reserves the right to withdraw this proposal. Should any adjustments to this proposal become necessary, Karpel Solutions will draw up and present a "Change Order" to Boone County, MO for review and approval. Anything talked about, but not written herein, is not a part of this offer. The management of Karpel Solutions reserves the right to make modifications to this offer. All orders and purchases are subject to the standard Terms and Conditions provided by Karpel Solutions (attached) and credit approval.

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Boone County, MO

Karpel Solutions

Name

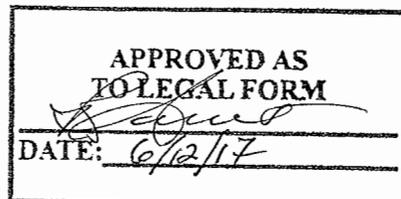
W. Ziemianski
Name

Title

CEO
Title

Date

6/26/2017
Date



Matt Ziemianski
CEO
314-892-6300
ttz@karpel.com

Tony Morris
VP INSIGHT
314-892-6300
tmorris@karpel.com



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KARPEL COMPUTER SYSTEMS, INC. ("KCS")
MASTER TERMS AND CONDITIONS

General Terms

1. The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.
2. New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to client, used in connection with KCS's services may have anomalies, performance or integration issues unknown to KCS which can impact the timely, successful implementation of information systems. KCS will inform the client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. KCS is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of KCS's services at the rate stated in the proposal whether or not a successful solution is achieved.
3. Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results.
4. Client will reimburse KCS for materials purchased for the client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for client. Upon mutual agreement, client will reimburse KCS for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare. Billing for services rendered on-site on an as needed basis will include portal-to-portal time at a minimum of a one-quarter hour each way.
5. A statement for services rendered will be submitted by KCS monthly. The invoice is payable upon receipt. Terms are Net thirty (30) days. Interest shall be applied at the rate of one and one half percent (1.5%) per month on any amounts not received by KCS within the due date. KCS reserves the right to discontinue performing services for client in the event of nonpayment for services by client, and client agrees to reimburse KCS for reasonable collection expenses on delinquent accounts, including attorney's fees.
6. Client may terminate this Agreement at any time if KCS fails to perform under, or materially breaches, this Agreement by delivery of a written notice to KCS of its intent to terminate. KCS will have thirty (30) days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) day period, KCS has not corrected the stated problem to client's satisfaction, then client may terminate the Agreement. KCS may terminate the Agreement on thirty (30) days written notice.

Ownership of Intellectual Property

Contemporaneously with each payment by client, KCS hereby assigns to client any and all rights, title and interest, including without limitation copyrights, trade secrets and proprietary rights to the software, programs, systems, manuals, documentation and/or other deliverables developed or prepared specifically for client hereunder (the "Deliverables") and covered by such payment. However, the Deliverables may include data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, middleware and workflow, SQL stored procedures, user navigation controls, data entry features, data connections, configurations, specifications, printouts, documentation, documents, notes, flow charts, programming techniques and leading practices ("Technical Elements") owned or developed by KCS prior to, or independently from, its engagement hereunder and KCS retains all rights thereto. Accordingly, to the extent that any Technical Elements are integrated into any Deliverables, KCS hereby grants to client a perpetual, worldwide, royalty-free, non-exclusive license to use, copy and modify such Technical Elements as integrated into such Deliverables for its internal business use only. Conversely, client grants to KCS a perpetual, worldwide, paid-up license to use, sublicense, sell, copy and modify in the course of KCS's business any Technical Elements developed in connection with this Agreement, so long as KCS's use does not disclose confidential information or the identity of the client. In addition, KCS retains the right to use its general knowledge, experience and know-how even if developed or enhanced in the course of performing services.

Limited Warranties, Limitation of Liability, Indemnification

1. Limited Warranties for all Services provided by KCS. KCS warrants that the services to be performed by KCS will be performed in a professional manner by qualified personnel. KCS warrants that it has the requisite power and authority to enter into and perform its obligations under this Agreement. KCS warrants that the performance by KCS of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations.
2. THE EXPRESS WARRANTIES SET FORTH ABOVE are IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

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Matt Ziemianski
CEO
314-892-6300
mattz@karpel.com



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PURPOSE. IN NO EVENT SHALL KCS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE or SPECIAL DAMAGES (including without limitation damage for loss of profits, business interruption, loss of information or data or other pecuniary loss or damage to computer hardware or software), EVEN IF KCS HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES and regardless of whether a claim is made in contract, warranty, tort, or other theory or cause of action.

3. KCS makes no express or implied warranties as to the quality of third party software or as to KCS's ability to support such software on an on-going basis.
4. Because of the limited nature of KCS's engagement by client, KCS makes no express or implied warranties as to the quality of, or the ability of software developed by KCS to operate with, any hardware, software, systems and/or external data flows in place at client's facilities, including without limitation the ability of the foregoing to process data which represents or references different centuries (Y2K compliance).
5. Client hereby agrees to hold KCS (and its shareholders, directors, officers, successors, assigns and agents) harmless and indemnify each of them from and against, and client waives any claim for contribution or indemnity with respect to, any and all claims, damages, liabilities, expenses or costs (including reasonable attorneys' fees, expenses and interest) incurred by any of them in connection with or arising out of a claim made in connection with services provided under this Agreement which is not due to KCS's gross negligence.

KCS Employees

Client understands and agrees that KCS has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training its employees. The parties also agree and understand that client has a unique opportunity to evaluate performance of, and potentially hire away, KCS employees. Both parties agree that such hiring away would substantially disrupt the essence of KCS's business and KCS's ability to provide its services for others, and that under the circumstances KCS cannot agree to such a hiring. The parties also acknowledge that there exists a non-competition provision in the agreements signed by each of KCS's employees. Therefore, client agrees that it shall not solicit for employment or hire any KCS employee during the term of the Agreement or for a period of 2 years after the completion/termination of the project.

Confidentiality

1. Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which: (i) is or becomes known publicly through no fault of the receiving party; (ii) is learned by the receiving party from a third party entitled to disclose it; or (iii) is already known to the receiving party. This provision is not intended to limit or prevent Boone County's compliance with the Sunshine law or ordinances of Boone County, MO regarding access to public records.
2. So long as KCS does not violate the provisions of this section regarding confidentiality, the Agreement shall not preclude KCS from developing for itself, or for others, programs or materials which are similar to those produced as a result of services provided to client.
3. So long as KCS does not violate the provisions of this section regarding confidentiality, KCS shall have the right to demonstrate for other prospective clients any application developed by KCS under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

Miscellaneous

1. Client and KCS may communicate by electronic means, including but not limited to facsimile documents. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.
2. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, then the remaining portions of the Agreement shall remain in effect.
3. This Agreement constitutes the sole agreement between client and KCS with respect to the subject matter hereof. It may not be modified or assigned except by written agreement of client and KCS.

This Agreement shall be governed and construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws provisions.

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

25th

day of July

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Agreement between the Boone County Sheriff's Department and The Curators of the University of Missouri to provide additional safety and security for the period from July 1, 2017 through June 30, 2018.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 25th day of July, 2017.

ATTEST:

Art Auer
Art Auer
Interim Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

AGREEMENT

THIS AGREEMENT is made and entered into by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, contracting on behalf of its' Police Department at the University of Missouri-Columbia (hereafter "University") and THE BOONE COUNTY SHERIFF'S DEPARTMENT (hereafter "County").

WITNESSETH:

WHEREAS, University is desirous of obtaining assistance in providing safety and security for the period from July 1, 2017 through June 30, 2018.

WHEREAS, County has the personnel and expertise to assist University in its' efforts; and

WHEREAS, the parties deem it to their mutual benefit to set forth the terms of their agreement in writing;

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

1. County will provide appropriately trained personnel and assistance as mutually agreed, when requested, during the period from July 1, 2017 through June 30, 2018.
2. University will consult with County in planning, scheduling and conducting the work to be performed pursuant to this agreement. University's representative for such purposes shall be Chief R. Douglas Schwandt or his designee; County's representative shall be Sheriff Dwayne Carey or his designee.
3. University shall compensate County for services rendered pursuant to this agreement at the rate of \$45.00 per hour. County will invoice University of Missouri Police Department, 901 Virginia Avenue, Columbia, MO 65211 for services rendered at the conclusion of each event during the term of this agreement. Such invoices shall contain sufficient documentation to permit independent verification by University of amounts due.
4. The parties mutually agree that:
 - a. Work conducted under this agreement will be carried out according to procedures which are mutually acceptable to the parties.
 - b. County acts as an independent contractor for the purposes of this agreement, and shall not act as an agent for the University. Nor shall any individuals assigned by County to render services pursuant to this agreement be deemed to be employees of the University for any purposes whatsoever, including but not limited to Social Security, Employment Compensation, Workers Compensation or other insurance.

- c. University shall retain overall administrative and professional supervision of individuals rendering services pursuant to this agreement insofar as their presence affects the operations of the University.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the dates below their respective signatures.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI


Kenneth Finley
Administrative Consultant

Signature

Administrative Consultant
Title

June 9, 2017
Date

BOONE COUNTY



Signature

Sheriff
Title

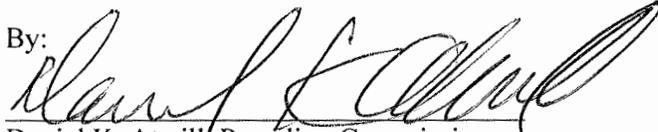
7-3-17
Date

APPROVED
By Kenneth Finley at 9:10 am, Jun 09, 2017

APPROVED
By Steve Van Zandt - Office of General Counsel at 11:10 am, Jun 09, 2017

BOONE COUNTY, MISSOURI - Continued

By:



Daniel K. Atwill, Presiding Commissioner

Attest:



County Clerk (interim)

Approved as to Legal Form:



CJ Dykhouse, County Counselor

Acknowledged for Budgeting & Auditing Purposes:



June E. Pitchford, County Auditor
Revenue Only

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}
} ea.

July Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

25th

day of

July

20 17

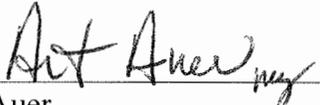
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the acceptance of the 2018 State Cyber Crime Grant award as offered by the Missouri Department of Public Safety.

It is further ordered the Presiding Commission is hereby authorized to sign the attached Subaward and Certified Assurances.

Done this 25th day of July, 2017.

ATTEST:



Art Auer
Interim Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
Acting Presiding Commissioner



Janet M. Thompson
District II Commissioner

ERIC R. GREITENS
Governor

CHARLES A. (DREW) JUDEN
Director

GREGGORY J. FAVRE
Deputy Director



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

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

June 30, 2017

Detective Tracy Perkins
2121 County Drive
Columbia, Missouri 65202

Re: **Subrecipient Name: Boone County, Cyber Task Force**
Subaward Number: 2018-SCCG-001
Project Title: Boone County Sheriff's Department Cyber Crimes Task Force

Dear Detective Perkins:

The status of the above referenced application under the 2018 State Cyber Crime Grant (SCCG) funding opportunity has changed from "Approved" to "Awarded".

Enclosed are the *Subaward* and *Certified Assurances* pertaining to the subaward. The proper Authorized Official and Project Director, as identified on the forms, must sign each document. If there are personnel changes, please contact my office. The signatures must be original; stamped signatures will not be accepted!

The following documents must be received by our office as soon as possible:

- Signed *Subaward and*
- Signed *Certified Assurances*
- Printed copy of your 2018 SCCG Application

To print a copy of your SCCG application, you must be logged into WebGrants at <https://dpsgrants.dps.mo.gov> and in the Grant Tracking (My Grants module) section of the above-referenced project. In the Grant Components list, select the component titled "Application". Please do not print the application on both sides of the paper. Also, please do not staple your application – use a paper clip or binder clip to keep the application together.

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

Missouri Department of Public Safety
Attn: CJ/LE Section
PO Box 749
1101 Riverside Drive
Jefferson City, MO 65102

A signed copy of the *Subaward* and *Certified Assurances* will be made available for your records via the "Award Documents – Final" grant component of WebGrants once finalized. If your agency requires an original of these documents, please return multiple copies to my office with such note.

If you have questions, please contact Troy Thurman at (573) 751-5997 or Laura Robinson at (573) 526-1928.

Sincerely,

A handwritten signature in black ink that reads "Heather Haslag".

Heather Haslag
CJ/LE Program Manager

cc: File



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
SUBAWARD

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

Subrecipient Name:		Subrecipient DUNS Number:	
Boone County, Cyber Task Force		182739177	
DPS Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2018 SCCG	06/01/2017	05/31/2018	
Project Title:		Subaward Number:	
Boone County Sheriff's Department Cyber Crimes Task Force		2018-SCCG-001	
Project Description:			
<p>The major focus of the Boone County Sheriff's Department Cyber Crimes Task Force is the detection and investigation of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children for prostitution, cyber bullying, obscenity directed towards minors, and other crimes perpetrated through the use of computers, the Internet, or other electronic media.</p> <p>The Task Force also provides forensic examinations of computers and other electronic media to law enforcement agencies and prosecuting attorneys.</p> <p>To improve public safety, investigators assigned to this Task Force participate in public awareness and education programs to educate schools, parents, the community and other law enforcement agencies about the dangers of the Internet.</p>			
Subaward Total:	CFDA Number and Name:		
\$201,122.72	N/A		
<p>This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.</p> <p>The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.</p>			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Daniel Atwill		Dwayne Carey	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
	7/25/17		7-18-17
<p>This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.</p>			
Authorized Official, Missouri Department of Public Safety			Subaward Date
			06/01/2017



**MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR**



**STATE CYBER CRIME GRANT (SCCG)
2018 CERTIFIED ASSURANCES**

Subrecipient:	Boone County, Cyber Task Force	Subaward Number:	2018-SCCG-001
Project Title:	Boone County Sheriff's Department Cyber Crimes Task Force		

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

General:

1. The Subrecipient assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the "SCCG Solicitation", the "DPS Financial and Administrative Guide", the "DPS Subrecipient Travel Guidelines", and other applicable state laws or regulations.
2. **Compliance Training:** As a recipient of state funds, the Subrecipient is required to attend the Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
3. **Non-Supplanting:** The Subrecipient assures that state funds made available under this subaward will not be used to supplant state and local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
4. **Change in Personnel:** The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' form, and/or 'Budget' form within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information* form attached.
5. **Subaward Adjustments:** The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.
6. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.
7. **Criminal Activity:** The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification that a Missouri Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

The Subrecipient shall not make false statements or claims in connection with any DPS state-funded grant. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must

promptly refer to the Missouri Department of Public Safety any credible evidence that a principal, employee, agent, contractor, sub-contractor, or other person has either:

- a. Submitted a false claim for grant funds under the False Claims Act or
- b. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

For Subrecipients of state grant funding, potential fraud, waste, abuse, or misconduct must be reported to the DPS by mail at the above noted address.

Missouri Department of Public Safety
Office of the Director
Attention: [Insert Grant Program]
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

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

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

9. **Relationship:** The Subrecipient agrees that they will represent themselves to be an independent Subrecipient offering such services to the general public and shall not represent themselves or their employees to be employees of the Missouri Department of Public Safety or the Office of the Director. Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
10. **Uniform Crime Reporting (UCR):** The Subrecipient assures that its law enforcement agency is in full compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.
11. **Racial Profiling:** The Subrecipient assures that its law enforcement agency is in full compliance with the state provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the project period.
12. **Federal Equitable Sharing Funds:** The Subrecipient assures that its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri Department of Public Safety and the Missouri State Auditor.
13. **Custodial Interrogations:** The Subrecipient assures that its law enforcement agency is in full compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has

adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

14. **DWI Law:** The Subrecipient assures that its law enforcement agency is in full compliance with Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo. In addition, the Subrecipient assures that its county prosecuting attorney or municipal prosecutor is in full compliance with Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Civil Rights:

1. **Unlawful Employment Practices:** The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
2. **Discrimination in Public Accommodations:** The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

Financial:

1. **Fund Availability:** The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated and continued at an aggregate level sufficient to cover the subaward costs, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
2. **Release of Funds:** No funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety, Office of the Director for final review and signature by the Director or his/her designee.
3. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.
4. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the "SCCG Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
5. **Project Income:** The Subrecipient agrees to account for project income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all project income generated as a result of this subaward shall be expended during the life of the project period.
6. **Procurement:** The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will

meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:

- A. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - B. Purchases to a single vendor totaling less than \$3,000 may be purchased with prudence on the open market.
 - C. Purchases estimated to total between \$3,000 but less than \$24,999 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - D. Purchases with an estimated total of \$25,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - E. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - F. Sole source procurement on purchases to a single vendor of \$3,000 and over requires prior approval from the Missouri Department of Public Safety.
7. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Domestic Product Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American mandate in Section 34.353 RSMo are met.
 8. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
 9. **Debarment:** The Subrecipient acknowledges 1 CSR 40-1.060 relating in part to the restriction of not entering into a contract with a suspended or debarred vendor as established by the State or Federal Government. The State does not consider bids submitted by a suspended or debarred vendor. Therefore, because SCCG grant monies are state funds, local units shall adhere to a similar practice.
 10. **Audit:** An audit is required for the agency fiscal year when state financial assistance (which consists of all monies received from State Government or state funds passed through state agencies), of \$375,000 or more is expended by the Subrecipient. The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety if they have met or exceeded this state threshold within 60 days of the project period start date.
 11. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any subaward entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event that the Missouri Department of Public Safety determines that a Subrecipient is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable state requirements governing these funds, the Missouri Department of Public Safety may permanently or temporarily terminate the subaward. In the event a subaward is permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.
 12. **Enforceability:** If a Subrecipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Programmatic:

1. **Time Records Requirement:** The Subrecipient assures that, all project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to the Missouri Department of Public Safety personnel upon request.
2. **Duplication of Networks:** The Subrecipient assures that all equipment/software requested and purchased under this subaward must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system.
3. **Data Reporting Requirements:** The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "SCCG Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
4. **Information Sharing:** The Subrecipient agrees to share information and cooperate with the Missouri State Highway Patrol and with existing Internet Crimes Against Children (ICAC) task force programs.

The Subrecipient Authorized Official and Subrecipient Project Director hereby certifies, by signature, the terms and conditions specified or incorporated by reference herein, including those stated in the funding opportunity solicitation.

Daniel Atwill

Subrecipient Authorized Official Name



Subrecipient Authorized Official Signature

7-25-17

Date

Dwayne Carey

Subrecipient Project Director Name



Subrecipient Project Director Signature

7-18-17

Date

Missouri Department of Public Safety

Application

79518 - 2018 SCCG - Final Application

79826 - Boone County Sheriff's Department Cyber Crimes Task Force
State Cyber Crime Grant (SCCG)

Status:	Awarded	Original Submitted Date:	04/06/2017 1:38 PM
		Last Submitted Date:	06/27/2017 4:53 PM

Applicant Information

Primary Contact:

Name:*	Detective Title	Tracy First Name	Perkins Last Name
Job Title:*	Detective		
Email:*	TWest@boonecountymo.org		
Mailing Address:*	2121 County Drive		
Street Address 1:			
Street Address 2:			
*	Columbia City	Missouri State/Province	65202 Postal Code/Zip
Phone:*	573-442-4598		Ext.
Fax:*	573-442-5672		

Organization Information

Applicant Agency:*	Boone County, Cyber Task Force		
Organization Type:*	Government		
Federal Tax ID#:*	436000349		
DUNS #:*	182739177		
CCR Code:	4KKC8	09/25/2015 Valid Until Date	
Organization Website:	www.showmeboone.com		
Mailing Address:*	801 E. Walnut Street		

Street Address 1:

Street Address 2:

City*	Columbia City	Missouri State/Province	65201 Postal Code/Zip	7732 + 4
County:*	Boone			
Congressional District:*	04			
Phone:*	573-886-4305			Ext.
Fax:*	573-886-4311			

Contact Information

Authorized Official

The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract. Refer to the above mentioned Grant Solicitation for further instructions.

Name:*	Mr.	Daniel	Atwill
	Title	First Name	Last Name

Job Title:* Presiding Commissioner

Agency:* Boone County Commission

Mailing Address:* 801 East Walnut Street
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:
If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:*	Columbia	Missouri	65201
	City	State	Zip

Email:* datwill@boonecountymmo.org

Phone:* 573-886-4305
Ext.

Fax:* 573-886-4311

Project Director

The Project Director is the individual that will have direct oversight of the proposed project. Refer to the above mentioned Grant Solicitation for further instructions.

Name:*	Sheriff	Dwayne	Carey
	Title	First Name	Last Name

Job Title:* Sheriff

Agency:* Boone County Sheriff's Department

Mailing Address:* 2121 County Drive
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:
If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:* Columbia Missouri 65202
City State Zip

Email:* dcarey@boonecountymo.org

Phone:* 573-875-1111 6219
Ext.

Fax:* 573-874-8953

Fiscal Officer

The Fiscal Officer is the individual who has responsibility for accounting and audit issues at the applicant agency level. Refer to the above mentioned Grant Solicitation for further instructions.

Name:* Mr. Tom Darrough
Title First Name Last Name

Job Title:* County Treasurer

Agency:* Boone County Treasurer's Office

Mailing Address:* 801 East Walnut Street
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:
If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:* Columbia Missouri 65201
City State Zip

Email:* tdarrough@boonecountymo.org

Phone:* 573-886-4367
Ext.

Fax* 573-886-4369

Officer in Charge

The Officer in Charge is the individual that will act as the supervisor or commander of the proposed project.

Name:* Detective Tracy Perkins
Title First Name Last Name

Job Title:* Task Force Coordinator

Agency:* Boone County Sheriff's Department

Mailing Address:* 2121 County Drive
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:
If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:* Columbia Missouri 65202
City State Zip

Email:* twest@boonecountymo.org

Phone:* 573-442-4598

Fax:* 573-442-5672

Project Summary

Application Type:* Continuation

Current Subaward Number(s): 2017-SCCG-001

Program Category:* Law Enforcement

Project Type:* Regional

Geographic Area:* Boone County, including the cities of Columbia, Centralia, Ashland, Sturgeon, Hartsburg, Rocheport, Hallsville, and Harrisburg. Other Counties include Audrain, Callaway, Cole, Cooper, Howard, and Randolph. The largest cities in these counties are Mexico, Fulton, Jefferson City, Boonville, Fayette, and Moberly respectively. Located in Central Missouri.

Brief Summary:* The major focus of the Boone County Sheriff's Department Cyber Crimes Task Force is the detection and investigation of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children for prostitution, cyber bullying, obscenity directed towards minors, and other crimes perpetrated through the use of computers, the Internet, or other electronic media.

The Task Force also provides forensic examinations of computers and other electronic media to law enforcement agencies and prosecuting attorneys.

To improve public safety, investigators assigned to this Task Force participate in public awareness and education programs to educate schools, parents, the community and other law enforcement agencies about the dangers of the Internet.

Program Income Generated:* Yes

Personnel

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Funding Requested	Total Cost
Andy Evans	Detective	Retained	FT	\$1,969.82	26.0	100.0	\$51,215.32
Cody Bounds	Detective	Retained	FT	\$1,989.41	26.0	100.0	\$51,724.66
							\$102,939.98

Personnel Justification

Personnel Justification

If personnel is not included in the budget, skip this section.

If personnel is included in the budget, provide the following justification for each position (preferably in the same order as the position is listed in the budget category):

*If the position is **new (created)**:*

- Provide a description of the job responsibilities the individual will be expected to perform*
- Where applicable to the posted position, identify any experience and/or certification that will be expected of the individual*

*If the position **exists (retained)**:*

- Provide a description of the job responsibilities*
- Provide a description of the experience possessed by the individual*
- Identify any certification the individual possesses as it relates to the position*

If a salary change is included, address the individual's eligibility (or reason) for such change, the percentage of change, and the effective date of the change.

Andrew Evans has been a certified law enforcement officer for 14 years. Evans was assigned to the Task Force in July 2014. Detective Evans' primary responsibility is to handle reactive and proactive investigations involving crimes against children through the Internet. Additional duties include surveillance details, testimony in State and Federal criminal proceedings, obtaining and serving search warrants, preparing and participating in public awareness and education programs and attending any additional training for his position. Detective Evans has attended ICAC Investigative Techniques and Undercover training courses and Online Ads. Detective Evans has completed ICAC Torrent training for peer to peer investigations. The courses will assist Evans in his current duties in the Task Force. Detective Evans received a 2% salary increase at the beginning of 2017. This grant will retain this position.

Cody Bounds has been a certified law enforcement officer for 6 years. Detective Bounds was assigned to the Task Force in January 2014. Detective Bounds completed a certification in Comp TIA A+ Hardware and Software and has maintained that certification. Detective Bounds has completed over 400 hours in forensics training, to include All Access Online Pass, FTK AccessData Bootcamp, certified Cellebrite examiner and IACIS Basic Certified Forensics examiner. Detective Bounds' primary responsibility is forensic examinations of electronic evidence, testimony in State and Federal criminal proceedings, obtaining search warrants and preparing evidence for court and attending further training for his position. Detective Bounds received a 2% salary increase at the beginning of 2017. This grant will retain this position.

Personnel Benefits

Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
FICA/Medicare	FICA/Medicare	\$102,939.98	0.0765	100.0	\$7,874.91
					\$7,874.91
Medical Insurance	Medical Insurance- HDHP Bounds	\$440.00	12.0	100.0	\$5,280.00
Medical Insurance	Medical Insurance- PPO Evans	\$515.00	12.0	100.0	\$6,180.00
					\$11,460.00
Pension/Retirement	Pension 401 (A) Match	\$50.00	26.0	100.0	\$1,300.00
					\$1,300.00
Workers Comp	Workers Comp	\$102,939.98	0.0243	100.0	\$2,501.44
					\$2,501.44
					\$23,136.35

Personnel Benefits Justification

Benefits Justification

If personnel benefits are not included in the budget, skip this section.

If personnel benefits are included in the budget, provide justification for each fringe benefit (preferably in the same order as the costs listed in the budget category) to identify the cost and why it is needed.

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

FICA/Medicare is contributed by Boone County to the IRS at the rate of 7.65% of salary as set by the federal government for Social Security and Medicare.

Medical Insurance HDHP is contributed by the employer under a High Deductible Health Plan at a rate of \$440.00 per employee to provide coverage in the event of illness or injury to the insured person. Cody Bounds is covered under this Insurance plan.

Medical Insurance PPO is contributed by the employer at a rate of \$515.00 per employee to provide coverage in the event of illness or injury to the insured person. Andy Evans is covered under this Insurance plan.

Pension/Retirement is contributed by the employer to the employee's 401(A) at a rate of \$25.00 bi-weekly, per employee as a tax deferred saving that allows for the accumulation of a fund for later use as a retirement income.

Workers Compensation is contributed by the employer at an approximate rate of 2.43% of salary to provide wage replacement and medical benefits to employees injured in the course of employment. Workers Compensation benefits are contracted through the Missouri Association of Counties Workers' Compensation Trust. Rates are determined annually.

Personnel Overtime

Name	Title	Hourly Overtime Pay	Hours on Project	% of Funding Requested	Total Cost
Andy Evans	Detective	\$36.93	60.0	100.0	\$2,215.80
Cody Bounds	Detective	\$37.31	240.0	100.0	\$8,954.40
Tracy Perkins	Detective	\$40.74	180.0	100.0	\$7,333.20
					\$18,503.40

Personnel Overtime Justification

Overtime Justification

If overtime is not included in the budget, skip this section.

If overtime is included in the budget, provide the following justification:

- description of the job responsibilities, experience possessed, and any certification possessed as it relates to the proposed project for any personnel positions not included in the Personnel budget category
- description of why overtime funding is necessary to the project
- rationale for the number of hours budgeted for overtime, per position where applicable

If a change in overtime pay rate is included, address the individual's eligibility (or reason) for such change, the percentage of change, and the effective date of the change.

Detective Andy Evans is a full-time investigator for the Task Force. Detective Evans works both reactive and proactive investigations. Over several years the Task Force continues to see reactive cases overshadow the proactive cases. To conduct a quality investigation some of the reactive investigations can be labor intensive, from the beginning to the conclusion of the investigation. The amount of hours being requested averages out to 5 hours extra a month. Detective Evans would use the overtime to work on current caseload and potentially using any extra time to work on proactive investigations, to include UC chats and peer-to-peer investigations. Detective Evans will work approximately 60 hours of overtime on the proposed project.

Detective Cody Bounds is the only full time forensic examiner for the Task Force. Over the past few years the Task Force has been consistently backlogged 7 to 8 months on forensic examinations.

Detective Bounds is a valuable asset to this unit with his knowledge and experience. Detective Bounds has a goal for the Task Force to decrease the backlog to a more reasonable turnaround time of 2 to 3 months. In 2016, Detective Bounds processed more than 34 Terabites of data and completed over 200 examinations, this included hard drives, cell phones and other electronic devices. The amount of hours being requested averages out to 20 hours a month. Detective Bounds would use the overtime to work on backlog cases. Detective Bounds will work approximately 240 hours of overtime on the proposed project.

Detective Tracy Perkins has been assigned to the Task Force since 2007 working proactive and reactive investigations. Detective Perkins has been trained ICAC IT and UC investigations and has attended various peer to peer investigation training for the distribution of child pornography. Detective Perkins currently works reactive investigations generated from self-reported and CyberTips. Detective Perkins works some proactive cases involving peer to peer, when able to manage the caseload. In 2014, Detective Perkins became coordinator of the Task Force. Managing the daily administrative duties, phone calls and oversight of the Task Force operations greatly affects a timely turnaround on the investigations assigned to Detective Perkins. The amount of hours being requested averages out to 15 hours a month. Detective Perkins would use the overtime to work investigations. Detective Perkins will work approximately 180 hours of overtime on the proposed project.

Personnel Overtime Benefits

Category	Item	Overtime/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
FICA/Medicare	FICA/Medicare	\$18,503.40	0.0765	100.0	\$1,415.51
					\$1,415.51
Workers Comp	Workers Comp	\$18,503.40	0.0243	100.0	\$449.63
					\$449.63
					\$1,865.14

Personnel Overtime Benefits Justification

Overtime Benefits Justification

If overtime benefits are not included in the budget, skip this section.

If overtime benefits are included in the budget, provide justification for each fringe benefit (preferably in the same order as the cost is listed in the budget category) to identify the cost and why it is needed.

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

FICA/Medicare is contributed by the employer to the IRS at a rate of 7.65% as set by the federal government for contributions for social Security and Medicare

Workers Compensation is contributed by the employer at an approximate rate of 2.43% of salary to provide wage replacement and medical benefits to employees injured in the course of employment.

Travel/Training

Category	Item	Unit Cost	Duration	Number	% of Funding Requested	Total Cost
Airfare/Baggage	2018 National Law Enforcement Training on Child Exploitation - Airfare/Baggage	\$382.00	1.0	5.0	100.0	\$1,910.00
Airport Parking	2018 National Law Enforcement Training on Child Exploitation - Airport Parking	\$8.00	5.0	1.0	100.0	\$40.00
Lodging	2018 National Law Enforcement Training on Child Exploitation - Lodging	\$140.00	4.0	5.0	100.0	\$2,800.00
Meals	2018 National Law Enforcement Training on Child Exploitation - Meals	\$40.00	5.0	5.0	100.0	\$1,000.00
Registration Fee	Cellebrite Certified Mobile Examined (CCME) Recertification - Registration	\$199.00	1.0	1.0	100.0	\$199.00
Airfare/Baggage	IACIS Mobile Device Forensics Training - Airfare/Baggage	\$600.00	1.0	1.0	100.0	\$600.00
Airport Parking	IACIS Mobile Device Forensics Training - Airport Parking	\$8.00	6.0	1.0	100.0	\$48.00
Fuel	IACIS Mobile Device Forensics Training - Fuel	\$50.00	1.0	1.0	100.0	\$50.00
Lodging	IACIS Mobile Device Forensics Training - Lodging	\$120.00	5.0	1.0	100.0	\$600.00
Meals	IACIS Mobile Device Forensics Training - Meals	\$30.00	6.0	1.0	100.0	\$180.00
Registration Fee	IACIS Mobile Device Forensics Training - Registration	\$1,495.00	1.0	1.0	100.0	\$1,495.00
Rental Car	IACIS Mobile Device Forensics Training - Rental Car	\$280.00	1.0	1.0	100.0	\$280.00
Airfare/Baggage	ICAC Advanced Undercover Chat Investigations - Airfare/Baggage	\$500.00	1.0	1.0	100.0	\$500.00
Airport Parking	ICAC Advanced Undercover Chat Investigations - Airport Parking	\$8.00	4.0	1.0	100.0	\$32.00
Fuel	ICAC Advanced Undercover Chat Investigations - Fuel	\$60.00	1.0	1.0	100.0	\$60.00
Meals	ICAC Advanced Undercover Chat Investigations - Meals	\$55.00	4.0	1.0	100.0	\$220.00
Rental Car	ICAC Advanced Undercover Chat Investigations - Rental Car	\$300.00	1.0	1.0	100.0	\$300.00
Lodging	ICAC- Advanced Undercover Chat Investigations - Lodging	\$260.00	4.0	1.0	100.0	\$1,040.00
						\$11,354.00

Travel/Training Justification

Travel/Training Justification

If travel/training is not included in the budget, skip this section.

If **non-training/non-meeting travel costs** are included in the budget, address the following information for each cost (preferably in the order listed in the budget category):

- description of why the cost is necessary to the success of the proposed budget
- rationale for the budgeted cost

If **training/meeting travel costs** are included in the budget, at a minimum, address the following information for each training/meeting (preferably in the order listed in the budget category):

- the location of the training/meeting (if unknown, clearly identify the location of the training/meeting is TBA)
- the date(s) of the training/meeting (if unknown, clearly identify the date(s) of the training/meeting is TBA)
- who will be attending the training/meeting
- a synopsis of the training/meeting

- *anticipated benefit of the training/meeting, making sure to clarify why the training/meeting is pertinent to the person(s) attending*

If the person attending the training/meeting is not budgeted within the Personnel or Personnel Overtime budget category, be sure to also clarify who the person is, their role/job responsibilities with the proposed project, and any training they currently possess as it relates to the proposed project.

2018 National Law Enforcement Training on Child Exploitation-This conference is usually held in Atlanta, Georgia. The date of the 2018 Conference is TBA. Attending this training will be Detectives Tracy Perkins, Cody Bounds, Andy Evans and Dustin Heckmaster, along with Boone County Assistant Prosecutor Merilee Crockett. This conference offers training on a wide range of trending and important topics the Task Force members are needing to stay proficient in this area of expertise. The conference offers a variety of lectures and hands-on-computer workshops designed specifically for local, state and federal law enforcement working child exploitation cases. Detective Dustin Heckmaster is a part-time forensic examiner and was assigned to the Task Force at the beginning of 2015. Heckmaster is a Certified Mobile Examiner and has attended 1 year of online training through AccessData and certified examiner on computers. The conference would allow Heckmaster to attend law enforcement training labs to become certified and trained on different forensic triage software and receive additional training in the forensic field to expand his knowledge and experience when investigating electronic devices. Assistant Prosecutor Merilee Crockett was assigned to the Task Force in 2007 and has assisted and prosecuted all investigations handled by the Task Force since 2007. AP Crockett has attended various conferences in the past surrounding the subject, benefiting from the labs and lectures. The 2018 conference would allow Detectives Perkins, Evans, Bounds, Heckmaster and AP Crockett to receive up-to-date information and training involving the sexual exploitation of children through the Internet.

Cellebrite Certified Mobile Examined (CCME) Recertification- This is an online based recertification to the Cellebrite Flagship certification in cell phone forensics. Detective Cody Bounds will retain this certification. Detective Bounds completed this certification in 2015.

IACIS Mobile Device Forensics Training- This training will be held in Lake Mary, Florida. The dates of the training is TBA. The International Association of Computer Investigative Specialists (IACIS) Mobile Device Forensics training course provides instruction on how to acquire data from and analyze mobile devices using the most current operating systems software on the market. This training is non-vendor specific, and is important to maintaining up-to-date knowledge regarding the forensic analysis of mobile devices. This training will be attended by Detective Cody Bounds, who is a Certified Forensic Computer Examiner (CFCE) through IACIS and a Certified Mobile Device Examiner (CCME) through Cellebrite. The IACIS Mobile Device Forensics training will build upon Detective Bounds' existing qualifications, and the hours received for this training will qualify toward the required hours needed to maintain his CFCE certification as a forensic examiner.

ICAC Advanced Undercover Chat Investigations- This course is for experienced ICAC investigators and provides the latest tools and techniques to combat online child exploitation. This training will be held in Fairfax, Virginia on June 20 to June 22, 2017. Detective Andy Evans will be attending this training. Detective Evans has been working UC investigations for 2 years and is constantly seeing a shift in how criminals are targeting children online. By attending this training this will allow Detective Evans to have further insight on an advanced level with hands-on activities utilizing a computer lab and presentation by ICAC experts who routinely investigate and prosecute some of the nation's most complex and high-profile cases.

Equipment

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost
FRED computer	DX Forensic Workstation	\$13,699.00	1.0	Digital Intelligence	100.0	\$13,699.00
						\$13,699.00

Equipment Justification

Equipment Justification

If equipment is not included in the budget, skip this section.

If equipment is included in the budget, provide the following for each budget line item (preferably in the same order listed in the budget category):

- What is the item?*
- How will the item be used?*
- Who will use the item?*
- Is the item a replacement to current equipment, in addition to current equipment, or something the agency doesn't currently have?*

FRED Computer - This item will replace an existing workstation being used by Detective Cody Bounds which has surpassed its recommended 5-year usage cycle. This replacement is a Dx Forensic Workstation. This usage cycle expectancy is a common estimation of computer equipment and is further documented by the manufacturer. The current workstation has been utilized since December 2010, approximately 16 months or 27% past the projected usage cycle, resulting in a loss of Task Force productivity, hours, and finances. Most notably, the Task Force experienced a hard drive failure causing a loss of approximately 40 to 60 forensic analysis hours. Attempts to replace parts have been denied in the past. Since this time, the current workstation has struggled to meet the demands of current case processing due to the continued storage capacity growth of evidentiary media seized and the required updates to the forensic analysis software used to examine this media. The result has been multiple cases failing to process and having to be restarted or processed in stages, which has undoubtedly contributed to a significant amount of loss to productivity hours, and resulted in a greater backlog of evidence. This item will be the primary workstation responsible for the processing of digital evidence by the Task Force, and is an essential piece of equipment to the daily ongoing forensic operations of our lab, as it is the only method available for proper, effective, and efficient forensic acquisition and examination of criminal digital evidence. This machine will be used by Detective Cody Bounds.

Supplies/Operations

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
10TB- Hard Drives (2)	One-Time	\$415.00	2.0	100.0	\$830.00
5TB- Hard Drives (5)	One-Time	\$160.00	5.0	100.0	\$800.00
Anti-Virus Software Renewal (15)	Annual	\$240.00	1.0	100.0	\$240.00
Domain Registration	Annual	\$12.00	1.0	100.0	\$12.00
Website Hosting	Annual	\$278.39	1.0	100.0	\$278.39
					\$2,160.39

Supplies/Operations Justification

Supplies/Operations Justification

If supplies/operations are not included in the budget, skip this section.

If supplies/operations are included in the budget, provide the following justification for each expense (preferably in the same order listed in the budget category):

- why the supply or operational cost is necessary for the proposed project, making sure to clearly identify how the item will be used*
- who will use (or benefit from) the supply or operational cost*

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

10TB - Hard Drives (2) - This item will be used to maintain and store forensic copies of evidence. Hard disk drives are the only evidence storage method available to our lab, as we do not have networked storage available for this purpose, and this item is therefore a necessity to our forensic operations. These specific hard disk drives are of a large enough capacity to facilitate the seizure and analysis of other large capacity storage media which has become more commonly encountered when collecting electronic evidence. These hard drives will be used by Detective Cody Bounds and Detective Dustin Heckmaster. In 2016, the Task Force lab processed over 32 TB of data.

5TB Hard Drives (5) – This item will be used to maintain and store forensic copies of evidence. Hard disk drives are the only evidence storage method available to our lab, as we do not have networked storage available for this purpose, and this item is therefore a necessity to our forensic operations. These hard drives will be used by Detective Cody Bounds and Detective Dustin Heckmaster.

Anti-Virus Software Renewal- This is software for anti-virus and Internet Security. Currently all Task Force computers are running software and need to continue with the subscription to prevent any virus or Trojan intrusions that potentially could hinder the use of any Task Force computer. The Task Force forensic examiners run this software on a suspect's computer to determine if any viruses currently on the suspect's machine. The Task Force investigators will use the software on all undercover computers and forensic machines. The Task Force has up to 15 computers for renewal. The renewal will expire May 19, 2018.

Domain Registration Renewal- The Task Force maintains a webpage at bcscdycybercrimes.com, which requires a website domain registration fee of \$12.00 a year. Renewal is June 2017.

Website Hosting- The Task Force currently maintains a website, bcscdycybercrimes.com, which allows the Task Force to maintain an online presence. Hosting is maintained through Hostgator, and included with this annual renewal is Sitelock protections to protect the website from malicious attacks and malware. Site hosting will be an annual renewal in September 2017.

Contractual

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
AccessData FTK License Renewal (2)	Annual	\$2,238.00	1.0	100.0	\$2,238.00
ADF Digital Evidence Investigator Software	Annual	\$1,563.00	1.0	100.0	\$1,563.00
Air Card	Monthly	\$40.60	12.0	100.0	\$487.20
Cellebrite License Renewal (2)	Annual	\$6,197.98	1.0	100.0	\$6,197.98
Cellebrite UFED Cloud Analyzer Software	Annual	\$7,999.00	1.0	100.0	\$7,999.00
DeepSpar Disk Imager 4 Software	Annual	\$3,350.00	1.0	100.0	\$3,350.00
GetData Forensic Explorer Software	Annual	\$1,345.00	1.0	100.0	\$1,345.00
IACIS Membership Renewal	Annual	\$75.00	1.0	100.0	\$75.00
Internet Service	Monthly	\$79.94	12.0	100.0	\$959.28
Magnet Forensics Internet Evidence Finder (IEF) Software	Annual	\$3,250.00	1.0	100.0	\$3,250.00
					\$27,464.46

Contractual Justification

Contractual Justification

If contractual or consultant services are not included in the budget, skip this section.

If contractual or consultant services are included in the budget, provide the following justification for each expense (preferably in the same order listed in the budget category):

- why the item is necessary for the proposed project, making sure to clearly identify how the item is used
- who will use (or benefit from) the item

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

Access Data FTK License Renewal (2) - This is an annual renewal for (2) Forensic Tool Kit software by Access Data. FTK will be used by Detectives Cody Bounds with Boone County Sheriff's Department and Dustin Heckmaster with the University of Missouri Police Department. Both forensic examiners have passed the ACE certification for this software through AccessData. This software provides forensic examiners comprehensive processing and indexing of computers, hard drives, and other digital media to assist with analyzing evidence recovered in an investigation. Both detectives have completed the All AccessData Online pass which covers FTK Bootcamp, computer registry, Windows Operating system, and other various types of recovery associated with this software. The license renewal is annual and scheduled for renewal October 30, 2017 and October 31, 2017 for both licenses.

ADF Digital Evidence Investigator- This software is a new purchase. ADF is used to triage computer evidence, and can be used on a wide variety of file systems, including those common to Windows, Apple, and Linux operating systems. Furthermore, this software can be used on both live Windows machines and machines which are in a powered-off state. The purpose of this software is to assist in quickly locating evidence while conducting on-scene triage during an active investigation, and to help eliminate the seizure of non-evidentiary items, thereby reducing unfruitful forensic examinations in the lab. ADF Digital Evidence Investigator accomplishes this task by automatically scanning a computer for evidence known to be valuable in forensic investigations. Additionally, this software can be tailored by the investigator to include and automatically scan for evidence unique to a specific investigation, including file names and hash values. The capabilities of this software will help to more quickly locate evidence and establish probable cause during an active investigation. This software will be primarily used by Detective Cody Bounds and Detective Dustin Heckmaster, though multiple instances of the software can also be dispersed to other investigators as needed, as the licensing agreement allows for duplication to multiple

USB devices. This software is annual renewal and the initial cost is \$1563.00, the renewal each year will be \$1299 annual

Air Card (Internet Wireless) Renewal- This renewal allows investigators to access the Internet from remote sites. This device is used for enticement investigations when the decoy investigator needs to be at a meeting site or further investigation beyond normal business hours. This service allows investigators to access the Internet when away from the office area in surrounding counties. This is a continuation of our current air card account.

Cellebrite License Renewal (2)- This is an annual renewal for (2) Cellebrite licenses. The software is designed to meet the challenges of recovering the massive amount of data stored in the modern mobile devices. The UFED software is able to extract, decode, analyze and report data. Detectives Cody Bounds and Tracy Perkins will utilize the UFED software located at the Boone County Task Force and Detective Dustin Heckmaster at the University of Missouri Police Department. License annual renewal is scheduled for October 30, 2017 and December 1, 2017. In 2016, the Task Force forensically processed 100 cell phones.

Cellebrite UFED Cloud Analyzer- The software is a new purchase. The Cellebrite Universal Forensic Extraction Device (UFED) Cloud Analyzer is a software utility used to expand upon the data collected during the examination of mobile devices. This task is accomplished by using the login data located during analysis of locally stored mobile device evidence to extract additional information stored on the Cloud by third party software applications, including those common to Task Force investigations, such as Facebook, Kik, and Dropbox. Cellebrite UFED Cloud Analyzer extracts this data in a forensically sound manner, and can be an invaluable tool to obtaining data before it is deleted by the account holder. Investigations conducted by the Task Force have increasingly found that evidence is being stored by various Cloud services, and many third-party software applications have begun storing valuable data to the user account on the Cloud, rather than saving this information locally to the user device. This software will therefore help to retrieve valuable evidence which may otherwise be irretrievable. This software will be used by Detective Cody Bounds and Detective Tracy Perkins. This software is an annual renewal, and software is then maintained by a lesser annual fee of \$2625.00.

DeepSpar Disk Imager 4- This software is a new purchase. This software is a disk imaging system capable of obtaining data from hard drives undergoing physical failure common to head degradation. This system and similar systems are a common tool to many forensic labs and allow for the obtaining of data which cannot be acquired by traditional forensic imaging means. It is not uncommon to encounter evidence stored on a hard drive in a state of physical failure, and often, this evidence can simply not be analyzed as a result. DeepSpar Disk Imager 4 will help to overcome this obstacle and retrieve this evidence. This device will be used by Detective Cody Bounds and Detective Dustin Heckmaster. An additional \$50.00 dollars will be added for shipping. This hardware is annual renewal, and then maintained by a lesser annual fee to \$350.

GetData Forensic Explorer- This software is a new purchase. GetData Forensic Explorer is a forensic analysis software program, and the only one of its kind capable of easily virtualizing a forensic image. Image virtualization is an important step to forensic analysis of computer evidence, as it allows the examiner to essentially use the computer in the same manner and view in which it was used by the suspect, but without altering the actual evidence. By virtualizing the forensic image, an examiner can confirm the meaning of their forensic findings, which is a necessary and highly recommended step to completing a thorough forensic examination and providing additional confidence for the forensic artifacts reported upon. Additionally, it is widely regarded as beneficial for juries to view the evidence as it was seen by a defendant, which can be easily presented using this software. The initial cost of this software is a annual purchase, with an annual renewal fee of \$499.00. This software will be used by Detective Cody Bounds and Detective Dustin Heckmaster.

IACIS membership Renewal- This annual renewal membership is for Detective Cody Bounds. Detective Bounds completed his certification with the (IACIS) International Association of Computer Investigative Specialist. The membership is required for continued training through IACIS and allows for networking with other forensic experts throughout the world. Detective Bounds will not be allowed to recertify his IACIS certification without this renewal. The renewal expires in January 2018.

Internet Service- This is an undercover Internet account for investigators to have Internet access to areas necessary for their investigations, yet restricted through governmental Internet account. The Internet service provider will be CenturyLink.

Magnet Forensics Internet Evidence Finder (IEF)- This is a new purchase. Magnet Forensics IEF is a software program used to forensically analyze digital data from a wide variety of systems, including computers, mobile devices, mass storage media, and gaming consoles. The automated fashion in which

IEF operates will increase productivity and help to reduce the current backlog of evidence. IEF is widely considered a software necessity amongst forensic labs nationwide. It is consistent knowledge amongst the digital forensic community that the use of IEF frequently results in the discovery of additional evidence. Currently, our lab utilizes two primary software programs, consisting of Cellebrite Physical Analyzer for mobile device evidence and AccessData FTK for standard computer evidence processing of Windows, Linux, and Apple based machines. None of our current tools are capable of efficiently analyzing non-traditional forms of computer evidence such as gaming systems, and this has been a problem with past examinations, which can be rectified with IEF. Furthermore, the limitations presented by our current practice of using only one tool for certain evidence does not allow for verification of these tools and can more easily result in missing evidence essential to an investigation. Most importantly, this is against digital forensic best practices. IEF can alleviate these issues, as it can be used for a wide variety of evidence and will give our lab a secondary, all-encompassing tool which can also be used to verify the results and findings of our current software. The software is an annual renewal. This software will be used by Detective Cody Bounds and Detective Dustin Heckmaster.

Total Budget

Total Project Cost: \$201,122.72

Brief History

Brief History*

Identify the following information to provide an overview of the project:

- *When the task force originally organized*
- *Why the task force originally organized*
- *The number of agencies involved in the task force at the time of organization*

In January 2007, the Boone County Sheriff's Department joined forces with the Columbia Police Department, the Boone County Prosecuting Attorney's Office and the University of Missouri Police Department to establish the Mid-Missouri Internet Crimes Task Force.

The purpose for organizing the Task Force goes back to 1999 when the Boone County Sheriff's Department began actively investigating crimes perpetrated through the Internet. In 2002, the focus turned on investigating crimes against children which led to undercover covert investigations and then in 2004, investigations increased in the possession and distribution of child pornography. The Sheriff's Department continued to see an issue with the exploitation of children through the Internet and requested funding in 2007.

The Task Force changed names to the Boone County Sheriff's Department Cyber Crimes Task Force in 2010.

Since January 2007, the Task Force continues to work cases involving the exploitation of children through the Internet.

Statement of the Problem

Statement of the Problem*

Provide the following information to define the problem that you will be attempting to impact with the project for which you are requesting funds:

- *Identify the problem(s) being addressed by the use of funds being requested.*
- *Include current facts and statistics on incidents of crime and/or growing trends to demonstrate a need for funding.*
- *Identify existing resources (or the lack thereof), demographic and geographic specifications, etc. to demonstrate a need for funding.*

With the increase use of the Internet and continued integration of technology in everyday life, the frequency of criminal activity occurring through the use of technology is more prevalent. The vast majority of cases handled by the Task Force are crimes against children, to include, enticement, child pornography, sexual assault, sex trafficking, and other forms of child exploitation. The average turnaround for a Task Force investigation is approximately a month and a half. These cases are labor intensive and sometimes require several court orders to gain the information to identify the suspect.

Furthermore, the Task Force conducts forensic examinations on evidence pertaining to an investigation worked by the Task Force. Our lab serves the mid-Missouri law enforcement with forensic examinations for both child and non-child related crimes. As the demand grows for forensic analysis on electronic devices, our lab is currently experiencing a 7 to 8 month backlog.

During the calendar year of 2016, the Task Force worked 77 investigations with 21 arrests, and carried over 17 investigations from 2015. The majority of the investigations centered on promoting and possession of child pornography. Over the course of several years the Task Force has decreased proactive investigations because a lack of time to thoroughly work these type of cases. For 2016, the Task Force received 41 cyber tip cases, 53% of the total cases, and 11 proactive and the rest were

generated from self-reporting. The annual volume of cyber tips will continue to increase because electronic service providers are mandated reporters and more individuals are using online accounts to activity share and store child pornography.

	Investigations	Reactive	Proactive	Arrest	Forensics
2007	108	38	70	19	52
2008	120	61	59	26	109
2009	112	56	56	25	132
2010	127	72	55	18	164
2011	137	104	33	33	214
2012	121	98	23	16	133
2013	96	81	15	30	115
2014	80	70	10	12	113
2015	94	83	11	29	158
2016	77	66	11	21	203

In 2016, the Task Force conducted a small survey among 5 rural schools, New Franklin, Boonville, Sturgeon, North Callaway and Southern Boone totaling 1520 students. The survey showed kids between 11 and 18 years old, 85% have phones and use the device to access the Internet. The survey showed the students spend an average 2 to 4 hours a day using their devices. Eighty-eight percent of the students have some form of social media and the three most popular applications used amongst the students; Facebook messenger, Instagram and Snapchat! Furthermore, 55% of the students have talked to someone they didn't know on the Internet and 24% stated they have been asked to provide a nude picture. Less than 1% of the students said "yes", to providing a nude picture. The students were asked if they have ever engaged in "sexting" with a person they knew; 14% of the students said yes. Twelve percent stated they were asked to send a nude, and less than 1% said they did. The last section of the Task Force survey dealt with cyberbullying. The students responded to 30% saying they have been bullied online and 11% of the students stated they have bullied someone on the Internet.

The Task Force sought to have gathered more results, but lacked cooperation from the schools and/or superintendents.

The Task Force relies 100% on grant resources to cover salaries, benefits, training, equipment, software and supplies for the Task Force to continue. The Task Force has no other local money to support the cost associated with the unit. Occasionally, the Task Force will receive reimbursement money from the Courts stemming from forensic examinations, and/or Missouri ICAC money, but the amounts are unpredictable, and are insufficient to support the unit.

The Task Force serves 7 counties and no other law enforcement agency in the service area can support out of pocket personnel to be assigned to the Task Force, on a part or full-time basis. Currently, the Task Force investigators handles all CyberTip reports that are outside of Boone County. The Task Force chooses to handle the CyberTips directly to make sure the investigations are handled appropriately and the necessary steps are taken to determine the validity of the report and/or an arrest is made.

Crimes against children through the Internet will continue to increase, and so will the amount of hours spent on each individual case, either through investigation and/or forensic examinations. If there were other resources, such as, personnel and/or local money contributions, the resources would still be insufficient to maintain the level of training, supplies and equipment needed to work the cases effectively. The Task Force would not be able perform at the current level without the assistance of the grant.

Goal #1 - Minimum Standards

Objective #1.1 - Minimum Training

For the following question, the term "task force officers" includes all personnel (investigators and forensic examiners, full-time and part-time, grant-funded and non-grant funded) working child internet sex crime cases for the cyber task force or cyber unit.

Have all task force officers completed the online training of the CAC Program Operation and Investigative Standards? Yes

Narrative

- If Yes, list the name of each task force officer and identify the date (month and year) of completion next to each task force officer listed.
- If No, list the name of each task force officer and identify the date (month and year) of completion next to each task force officer listed that has completed such training. For any task force officer(s) that has not completed the training, identify the respective reason next to the name of the task force officer.

Tracy Perkins- Completed course (March 2015)

Cody Bound- Completed course (March 2015)

Andy Evans- Completed course (May 2015)

Dustin Heckmaster- Completed course (March 2017)

Goal # 1 - Minimum Standards

Objective #1.2 - Minimum Training

For the following question, the term "task force officers" includes all personnel (investigators and forensic examiners, full-time and part-time, grant-funded and non-grant funded) working child internet sex crime cases for the cyber task force or cyber unit.

In addition, the minimum (preferred and recommended training identified separately in the SCCG Solicitation) required training referenced in the following question is as follows:

Field Investigator

- Trained in the Seizure of Electronic Evidence (NW3C ISEE, MO ICAC/Dent Co. BEER Course or similar course)
- Trained and certified, where certification is applicable, to utilize one or more of the following on-scene tools:
 - ImageScan (FBI/RCFL on-site search tool)
 - Os Triage (On-scene search tool)
 - STOP Program (Secure On Site Preview Tool - NW3C)
 - Fast Scan (CPS Search Tool)

Online Investigator

- Training in basic online investigation [ICAC Investigative Techniques (ICAC-IT) or similar training]
- Training in undercover communications to identify subjects enticing minors via the Internet [ICAC Undercover Chat (ICAC-UC) Investigations or similar training]

Mobile Forensic Examiner

- Basic training with programs such as NW3C or similar entry-level training. Examples include NW3C CI-120 Cell Phone Seizure and Acquisition or ICAC-CI 150 - Introduction to Cellular Investigations.
- Basic proficiency documentation or certification provided by a recognized trainer or authority.
- Some form of proficiency documentation or certification provided by a software vendor. Vendor examples include, but are not limited to, Cellebrite, SecureView, BlackLight, Oxygen or IEF-Mobile Data module.

Computer Forensic Examiner

- Basic training with programs such as NW3C, Basic Data Recovery & Analysis (BDRA) or similar entry-level training
- Some form of proficiency documentation or certification provided by a recognized trainer or authority
- Ability to present the findings for effective prosecution to include advanced vendor-specific training with forensic examination tools such as EnCase, Forensic Tool Kit (FTK), BlackLight, Internet Evidence Finder (IEF), or X-Ways

Have all task force officers completed the minimum required training as outlined in the SCCG Solicitation? Yes

Narrative

- If Yes, list the name of each task force officer and whether he/she is a Field Investigator, Online Investigator, Mobile Forensic Examiner, and/or Computer Forensic Examiner and whether the officer is full-time or part-time with the task force. Then, next to the name of each task force officer listed, identify the applicable training course(s) completed, making sure to identify the course's training provider.
- If No, list the name of each task force officer and whether he/she is a Field Investigator, Online Investigator, Mobile Forensic Examiner, and/or Computer Forensic Examiner and whether the officer is full-time or part-time with the task force. Then, next to the name of each task force officer listed, identify the applicable training course(s) completed, making sure to identify the course's training provider. For any officer(s) that has not completed the minimum required training as outlined in the SCCG Solicitation, identify the respective reason next to the name of the task force officer.

Tracy Perkins- (Full-time Online Investigator) ICAC Investigative Techniques (May 2007), ICAC Undercover Chat Investigation (August 2007)

Andy Evans- (Full-time Online Investigator) ICAC Investigative Techniques (May 2014), ICAC Undercover Chat Investigation (May 2015)

Cody Bounds (Full-time Online Investigator) ICAC Investigative Techniques (May 2014)

Tracy Perkins- (Part-time Mobile Forensic Examiner) Cellebrite Mobile Forensic Fundamentals (May 2015), Cellebrite Logical Forensic Operator (January 2016)

Cody Bounds (Full-time Mobile Forensic Examiner) Cellebrite Mobile Forensic Fundamentals (May 2015) Cellebrite Certified Logical Operator (May 2015), Cellebrite Certified Physical Analyst (May 2015) Cellebrite Certified Mobile Examiner (May 2015), NCFI Basic Mobile Device Investigations (September 2016)

Dustin Heckmaster (Part-time Mobile Forensic Examiner) Introduction to Cellular Investigations NW3C (May 2013), Cellebrite Mobile Forensic Mobile Examiner (May 2016)

Cody Bounds (Full-time Computer Forensic Examiner) Digital Forensics with FRED and Access DataBoot Camp (March 2014), AccessData Live Online Training (April 2014 to January 2015), IACIS Basic Computer Forensic Examiner (May 2016)

Dustin Heckmaster (Part-time Computer Forensic Examiner) BDRA (April 2014), IDRA (May 2014) Access Data Live Online Training (February 2016 to November 2016)

Goal #1 - Minimum Standards

Objective #2.1 - Minimum Procedures

Has the task force defined a protocol or procedure that details the approximate timeframe, triaging system, and follow-up involved for handling cyber tips? Yes

Narrative:

- If Yes, describe the protocol or procedure that is in place to handle cyber tips.
- If No, explain the plan to implement a protocol or procedure.

1. Notification received to the Task Force Commander by email notifying that a CyberTip is ready for download from the ICAC Data System
2. Access the ICAC Data System and download the CyberTip PDF only. Review the PDF to determine if the Electronic Service Provider has viewed the contents reported in the CyberTip. If YES, download the entire file, including the image files reported. The case will be reassigned to the investigator handling the CyberTip. If NO, the investigator, who will be assigned the case will apply for a search warrant to get authorization from the courts to access the NCMEC file.
3. After obtaining the search warrant the TF Coordinator will download the entire file from the ICAC Data System and request for a reassignment, if needed.
4. The Task Force Commander draws a case number and logs the CyberTip in the Task Force in-house Excel spreadsheet as active.
5. The investigator then determines the location where the crime has occurred per the information provided in the NCMEC report. This is usually obtained by running IP address through MaxMind, a Geo-locate website. Pending the location of the IP address this will determine the jurisdiction to obtain a court order as needed. The investigator will contact the County Prosecutors office to complete any necessary steps to get authorization for a subpoena or court order.
6. After a thorough investigation, if a residential search warrant or arrest needs to be made, the lead Task Force investigator contacts the appropriate jurisdiction to make arrangements with the local law enforcement to enforce the arrest and booking of the suspect.
7. Depending on the outcome of the investigation each Task Force officer is responsible for clearing the CyberTip from the ICAC Data System. Furthermore, the lead investigator is responsible for clearing the CyberTip from the in-house record system controlled by the Task Force excel sheet.

Goal #1 - Minimum Standards

Objective #2.2 - Minimum Procedures

For the following question, the term "task force officers" includes all personnel (investigators and forensic examiners, full-time and part-time, grant-funded and non-grant funded) working child internet sex crime cases for the cyber task force or cyber unit.

Does the task force have (or have access to) a program or other means (such as training, literature, etc. that advertises the availability of such) to make available psychiatric or psychological evaluations and/or counseling for task force officers? Yes

Narrative

- *If Yes, identify the program or the means and briefly describe how information regarding the availability of such psychiatric or psychological evaluations and/or counseling is made available to task force officers.*
- *If No, explain the plan to implement or identify a program or other means to make available psychiatric or psychological evaluations and/or counseling for task force officers.*

All Task Force officers have the ability to attend the SHIFT (Supporting Heros in Mental Health Foundation Training) sponsored by OJJDP. Task Force officers have attended this training in the past when hosted in Missouri or offered at Conferences.

All Task Force member agencies have access to the Employee Assistance Program (EAP) offered by their employer. The EAP is free of charge to assist with counseling the employee when experiencing a variety of challenges and hardships.

The Task Force hasn't planned to implement any programs, but we do recognize all members need to attend the SHIFT program on a regular basis. With the current number of Task Force members we have a close relationship with each member and feel our lines of communication are open to be able to address or discuss any issues that may arise.

Goal #2 - Task Force Activities

Objective #1.1 - Proactive Activities

With current manpower and resources, does the task force consistently conduct proactive investigations? No

Narrative

- If Yes, describe the task force's current ability as it relates to proactive investigations, making sure to identify the number of task force officers consistently conducting proactive investigations and the areas in which proactive investigations are being conducted. (NOTE: Do not identify specific websites, chat rooms, programs, applications, etc that could compromise investigative techniques.)
- If No, explain the reason the task force is not able to consistently conduct proactive investigations. In addition, explain whether the task force was ever able to consistently conduct proactive investigations in previous years, and if so, identify the number of task force officers that consistently conducted proactive investigations and the areas in which proactive investigations were being conducted. (NOTE: Do not identify specific websites, chat rooms, programs, applications, etc that could compromise investigative techniques.)

Currently, the Task Force is not able to consistently work proactive investigations, but tries to when caseload is caught up.

The Task Force was steadily working proactive investigations from 2007 to 2010, averaging 60 investigations yearly. In 2011, the Task Force saw a shift towards reactive cases, averaging 2 times more than proactive. Between 2011 and 2016 the amount of reactive cases has been steady, as the proactive investigations continue to drop yearly. In 2007, Detective Andy Anderson was working peer to peer child pornography cases and some online UC investigations. In 2008 and 2009, Detective Tracy Perkins attended training for UC investigations and online peer to peer training. After this training, Detective Perkins took over all peer to peer and most of the UC investigations. Detective Perkins was the only active investigator working proactive online investigations in chatrooms.

In 2014, the Task Force had 2 personnel changes which shifted the proactive investigations, again. The new replacement, Detective Andy Evans has been trained in UC investigations and has been able to work some investigations through online ad websites and chatrooms. Detective Perkins continues to work peer to peer investigations usually occurring on file sharing programs when the reactive cases slow down and administrative duties are not needed.

Goal #2 - Task Force Activities

Objective #1.2 - Proactive Investigations

Does the task force have the ability to perform on-site triaging of evidence? Yes

Narrative

- If Yes, identify the resources (i.e. personnel, equipment, etc) available and describe the protocols that are being followed as it relates to such on-site triaging of evidence.
- If No, explain the reason the task force is not able to perform on-site triaging of evidence.

The Task Force is fortunate to have the ability to perform on-site triaging of evidence. Approximately 5 years ago the Task Force was not performing on-site triaging. The Task Force saw the need to triage evidence to help get probable cause to make an on-view arrest of the subject being investigated.

The Task Force has a forensic laptop that allows forensic examiners to process and triage hard drives, external drives and other media. The Task Force has the portable UFED Cellebrite unit that allows examiners to dump data on-site from cell phones and tablets.

Furthermore, Task Force examiners, Detective Cody Bounds and Detective Dustin Heckmaster are trained to use triage software, such as OS Triage, Paladin and Windows FE to view computers that are on and running when the Task Force executes a search warrant or knock and talk.

Current protocols being followed:

1. Unless evidence preservation or officer safety concerns dictate otherwise, photographs are obtained of all electronic items to be triaged, prior to interaction with the device.
2. Electronic items located in a powered-on state are immediately isolated from radio frequency signals to prevent alterations to data. A minimally invasive preview is conducted to check for the presence of encryption and to identify any readily accessible evidence pertaining to the investigation. All interactions with live evidentiary electronic items is documented to include the extent of the interaction, date, and time. If encryption is located, a forensic acquisition of the electronic item is to be made on-scene.
3. Dead box items are not to be powered on for on-scene previewing or triage unless they are being booted to forensic software application or bridged by a hardware device capable of write-blocking.
4. Items determined to contain possible artifacts of evidentiary value are seized for comprehensive forensic analysis at a later date.
5. Items of no apparent evidentiary value are not seized.

Goal #2 - Task Force Activities

Objective #2.1 - Grant Focused

Identify the approximate number of cases handled by the task force during the following calendar years:

Child Internet Sex Crimes Cases - Investigators	73	79
	2016	2015
Child Internet Sex Crimes Cases - Examiners	42	41
	2016	2015
Non-Child Internet Sex Crimes Cases - Investigators	4	11
	2016	2015
Non-Child Internet Sex Crimes Cases - Examiners	35	38
	2016	2015

List the funding source(s) and the approximate dollar amount of the funding source(s) for non-grant funded costs during calendar year 2016:

The Task Force had 1 full-time investigator assigned from the Boone County Sheriff's Department. The full-time investigator's salary and benefits are covered 100% monetary contribution by the Sheriff's Department. The Sheriff's Department provides 100% office space, office supplies, equipment, and vehicle for the time the investigator contributes to the Task Force.

The Task Force had 1 part-time assistant prosecutor assigned from the Boone County Prosecutor's office. The part-time prosecutor's salary and benefits are covered 50% monetary contribution by the Prosecutor's office. The Prosecutor's office provides 50% office space, and supplies for the time the prosecutor contributes to the Task Force.

The Task Force had 1 part-time forensic examiner assigned from the University Police Department-Missouri. The part-time forensic examiner's salary and benefits are covered 50% monetary contribution by UMPD. The Investigator's department provides 50% office space, supplies, equipment, and vehicle for the time the forensic examiner contributes to the Task Force.

The Task Force had 1 part-time investigator assigned from the Federal Bureau of Investigations. The part-time investigator's salary and benefits are covered 50% monetary contribution by the Bureau of Investigations. The FBI provides 50% office space, supplies, equipment, and vehicle for the time the investigator contributes to the Task Force.

List the funding source(s) and the approximate dollar amount of the funding source(s) for non-grant funded costs during calendar year 2015:

The Task Force had 1 full-time investigator assigned from the Boone County Sheriff's Department. The full-time investigator's salary and benefits are covered 100% monetary contribution by the Sheriff's Department. The Sheriff's Department provides 100% office space, office supplies, equipment, and vehicle for the time the investigator contributes to the Task Force.

The Task Force had 1 part-time assistant prosecutor assigned from the Boone County Prosecutor's office. The part-time prosecutor's salary and benefits are covered 50% monetary contribution by the Prosecutor's office. The Prosecutor's office provides 50% office space, and supplies for the time the prosecutor contributes to the Task Force.

The Task Force had 1 part-time forensic examiner assigned from the University Police Department-Missouri. The part-time forensic examiner's salary and benefits are covered 50% monetary contribution by UMPD. The Investigator's department provides 50% office space, supplies, equipment, and vehicle for the time the forensic examiner contributes to the Task Force.

The Task Force had 1 part-time investigator assigned from the Federal Bureau of Investigations. The part-time investigator's salary and benefits are covered 50% monetary contribution by the Bureau of Investigations. The FBI provides 50% office space, supplies, equipment, and vehicle for the time the investigator contributes to the Task Force.

Goal #2 - Task Force Activities

Objective #3.1 - Activity Efficiencies

Identify the task force's approximate average forensic examination case backlog (in house and/or outsourced) during the following calendar years:

Child Internet Sex Crimes Case Backlog	7	10
	2016	2015
Non-Child Internet Sex Crimes Case Backlog	7	8

Goal #2 - Task Force Activities

Objective #3.2 - Activity Efficiencies

Identify the task force's approximate case turnaround time during the following calendar years:

Child Internet Sex Crimes Case Turnaround Time (in months)	1.5	3.0
	2016	2015
Non-Child Internet Sex Crimes Case Turnaround Time (in months)	0	0
	2016	2015

Goal #2 - Task Force Activities

Objective #3.3 - Activity Efficiencies

Identify the amount of data (in gigabytes) forensically processed (or submitted to a forensic lab for processing) by the task force during the following calendar years:

Child Internet Sex Crimes Data Forensically Processed In House	22542	16063
	2016	2015
Child Internet Sex Crimes Data Outsourced to a Forensic Lab	0	0
	2016	2015
Non-Child Internet Sex Crimes Data Forensically Processed In House	12215	6166
	2016	2015
Non-Child Internet Sex Crimes Data Outsourced to a Forensic Lab	0	0
	2016	2015

Goal #3 - Educational Activities

Objective #1.1 - Community Outreach

For the following question, the term "cyber safety educational programs" refers to programs, presentations, fair/expo booths, etc designed to provide information to the public about internet safety on topics such as cyberbullying, exposure to inappropriate material, online predators, and revealing too much personal information. Such programs generally are intended for civic organizations, government organizations, radio stations, schools/teachers, parents/guardians, teens/children, etc.

Is the task force involved in cyber safety education programs throughout the entire task force service area? No

Narrative

- If Yes, identify the geographic location, identify the education program(s), describe the program(s) and its purpose, and describe

the level of involvement by the task force. (The "level of involvement" should be based on whether the task force 1) coordinates the program, 2) assists in the coordination of the program, or 3) merely participates in the already coordinated program.)

• If No, identify the geographic location, identify the education program(s), describe the program(s) and its purpose, and describe the level of involvement by the task force for cyber safety education programs that are provided. (The "level of involvement" should be based on whether the task force 1) coordinates the program, 2) assists in the coordination of the program, or 3) merely participates in the already coordinated program.) Then, explain the reason the task force is not involved in cyber safety education programs throughout the entire task force service area and identify the plan to get involved in cyber safety education programs throughout the entire task force service area.

When our Task Force began in 2007, the Task Force coordinator, now retired Detective Andy Anderson conducted 51 presentations to make an effort to get the Task Force recognized. The first year Detective Anderson reached out to just over 2000 attendees. The Task Force has established community involvement since the beginning of 2007.

In 2016, the Task Force reached out to over 4000 attendees in 38 presentations. The Task Force offers presentations for children, parents, civic organizations, and businesses. The topics can include cyberbullying, sexting, and Internet safety. The majority of our attendees are schools.

The Task Force serves seven counties. In 2015, the Task Force redesigned and created an interactive website at bcscdycybercrimes.com. On the website, the Task Force provides a link for community presentation requests and information links for Internet safety. The link allows an organization to email this form directly to the Task Force for any type of presentation to customize their needs. The two presenters are Detective Tracy Perkins and Detective Andy Evans. The Task Force doesn't solicit schools or organizations. The majority of the schools who have requested our services have learned of our existence through peers or heard about the Task Force through other civic groups or the media.

A majority of our presentations fall in Boone County, to include, schools, civic organizations, and businesses. The Task Force has presented to schools in the Randolph, Cole, Callaway and Howard county areas. The Task Force has presented to a few civic organizations in Audrain and Cooper County. The Task Force is not able provide cyber safety education throughout the entire service area because the lack of time and manpower.

The Task Force will review other resources that might allow more cyber safety education to be presented in the Task Force service area.

Goal #3 - Educational Activities

Objective #2.1 - Law Enforcement Outreach

For the following question, the term "outreach efforts" refers to efforts designed to provide information, share resources, invite increased participation, and/or develop professional relationships as it relates to the work performed by the task force.

Is the task force involved in outreach efforts to law enforcement agencies throughout the task force service area? No

Narrative

• If Yes, identify the jurisdiction(s), identify the outreach effort, describe the purpose/intent of such outreach effort, and describe the level of involvement by the task force. (The "level of involvement" should be based on whether the task force 1) coordinates the outreach effort, 2) assists in the coordination of the outreach effort, or 3) participates in the already coordinated outreach effort.)

• If No, identify the jurisdiction(s), identify the outreach effort, describe the purpose/intent of such outreach effort, and describe the level of involvement by the task force for outreach efforts that are provided to law enforcement agencies. (The "level of involvement" should be based on whether the task force 1) coordinates the outreach effort, 2) assists in the coordination of the outreach effort, or 3) participates in the already coordinated outreach effort.) Then, explain the reason the task force is not involved in outreach efforts with law enforcement agencies throughout the task force service area and identify the plan to get involved in outreach efforts with law enforcement agencies throughout the task force service area.

Jurisdictions - Boone County (member agency), University Police (member agency), FBI (member agency), Callaway, Cole, Cooper, Howard, Randolph, and Audrain Sheriff Department, Boonville, Columbia, New Franklin, Fayette, Moberly, Mexico, Auxvasse, Fulton, Holts Summit, Jefferson City, Ashland, Hallsville, and Centralia Police Departments.

With our member agencies, the Task Force coordinator communicates with the member agencies by phone or email when needed. The Task Force has a great working relationship with all member agencies, so any time when the unit has an investigation needing assistance, all members are assisting.

In 2016, the Task Force received POST approved training titled "Digital Investigations for Law Enforcement". The Task Force has taught this training to area law enforcement in Callaway, Fulton and Holts Summit agencies. The Task Force has been involved in statewide training for the Missouri School Resource Officer Association conference and the Missouri Sheriff Association. Furthermore, the Task Force has been asked to present to the Missouri School Resource Officer's advanced class in the future.

The Task Force is not involved in any official outreach efforts with the associate members at this time. The Task Force is wanting to teach the POST class to more area law enforcement agencies, but time permitting has hampered the effort.

The Task Force works well with all area law enforcement in our service area and will consider where the Task Force can improve in this effort.

Goal #3 - Educational Activities

Objective #3.1 - Prosecutorial Outreach

For the following question, the term "outreach efforts" refers to efforts designed to provide information and develop professional relationships as it relates to the prosecution of investigations and/or forensic examinations performed by the task force.

Is the task force involved in outreach efforts to the prosecutors throughout the task force service area? No

Narrative

- If Yes, identify the jurisdiction(s), identify the outreach effort(s), describe the purpose/intent of such outreach effort(s), and describe the level of involvement by the task force. (The "level of involvement" should be based on whether the task force 1) coordinates the outreach effort, 2) assists in the coordination of the outreach effort, or 3) participates in the already coordinated outreach effort.)*
- If No, identify the jurisdiction(s), identify the outreach effort(s), describe the purpose/intent of such outreach effort(s), and describe the level of involvement by the task force for outreach efforts that are provided to the prosecutors. (The "level of involvement" should be based on whether the task force 1) coordinates the outreach effort, 2) assists in the coordination of the outreach effort, or 3) participates in the already coordinated outreach effort.) Then, explain the reason the task force is not involved in outreach efforts with the prosecutors throughout the task force service area and identify the plan to get involved in outreach efforts to the prosecutors throughout the task force service area.*

Jurisdictions - Boone County (Member Agency), Callaway County, Cole County, Cooper County, Howard County, Randolph County, Audrain County and the Central Assistant United States Attorney office.

The Boone County Prosecuting Attorney's Office is a member agency. The Task Force communicates on a regular basis with AP Merilee Crockett who was assigned to prosecute the Task Force cases in 2007. The Task Force has worked with every County Prosecuting Attorney's Office in the service area and has a good working relationship with their office staff, respectively. Each State and Federal agencies knows of our abilities at both investigative and forensics levels. Some of the County Prosecutors have sought us out for advice.

When the Task Force has initiated a case and an arrest has been made, the Task Force is involved 100% of the time all the way up to conviction. The Task Force hand delivers all investigations to the prosecutor

in the jurisdiction that the suspect is being charged. Each prosecutor is familiar with our operation and knows the lines of communication are open.

The Task Force is not involved in any official outreach efforts at this time. The Task Force works well with all area prosecutors and will consider where the Task Force can improve in this effort.

Goal #3 - Educational Activities

Objective #4.1 - Allied Professionals Outreach

For the following question, the term "allied professionals" includes child advocacy centers, juvenile officers, medical personnel, caseworkers, therapists, etc.

In addition, the term "outreach efforts" refers to efforts designed to provide information, share resources, and/or develop professional relationships as it relates to the work performed by the task force.

Is the task force involved in outreach efforts to allied professionals throughout the task force service area? No

Narrative

- If Yes, identify the geographic location(s)/jurisdiction(s), identify the outreach effort(s), describe the purpose/intent of such outreach effort(s), and describe the level of involvement by the task force. (The "level of involvement" should be based on whether the task force 1) coordinates the outreach effort, 2) assists in the coordination of the outreach effort, or 3) participates in the already coordinated outreach effort.)*
- If No, identify the geographic location(s)/jurisdiction(s), identify the outreach effort(s), describe the purpose/intent of such outreach effort(s), and describe the level of involvement by the task force for outreach efforts that are provided. (The "level of involvement" should be based on whether the task force 1) coordinates the outreach effort, 2) assists in the coordination of the outreach effort, or 3) participates in the already coordinated outreach effort.) Then, explain the reason the task force is not involved in outreach efforts with allied professionals throughout the task force service area and identify the plan to get involved in outreach efforts with allied professionals throughout the task force service area.*

Jurisdictions - The Task Force serves 7 counties. The Task Force has worked with the Rainbow House Child Advocacy Center, Boone County Juvenile Office, Burrell Behavior Health, and Department of Family Services (Boone, Randolph, Howard, and Cole Counties). A large majority of the allied professionals know of our existence because we have conducted several presentations over the past 10 years with these various agencies within our service area.

The Task Force is not involved in any official outreach efforts at this time. The Task Force works well with all area agencies and will consider where the Task Force can improve in this effort.

Goal #4 - Collaboration with Other Agencies

Objective #1.1 - Information Sharing

Does the task force participate in meetings, generate newsletters, or partake in any other information forums to share task force information with the No

agencies throughout the task force service area?

Narrative

- *If Yes, describe the method(s) in which information is shared with the agencies throughout the task force service area, identify the agencies to whom information is shared, and identify the type(s) of information that is shared.*
- *If No, describe the plan to implement information sharing with the agencies throughout in the task force service area and identify the type(s) of information that will be shared.*

When the Task Force was initiated in 2007 the Task Force began working cases and created a foundation. Several years after the Task Force was established the Task Force coordinator coordinated a meeting usually at the beginning of the year with all Task Force investigators. The meeting was to collaborate ideas for goals and a direction each investigator wanted to see the Task Force go.

In 2014, several personnel changes took place in mid-year, and the Task Force stepped away from the meetings. With the new Task Force members, Detective Andy Evans, Detective Cody Bounds, Detective Dustin Heckmaster and SA Sean McDermott, the Task Force can reconsider and collaborate how the Task Force can implement information sharing among the member agencies and distribute information among the associate agencies.

The Task Force is not involved in any official outreach efforts at this time. The Task Force works well with all area agencies and will consider where the Task Force can improve in this effort.

Goal #4 - Collaboration with Other Agencies

Objective #2.1 - Investment

For the following question, the term "board" refers to a policy board, oversight board, board of directors, steering committee, etc that is separate from the applicant agency and consists of member agencies from the task force service area.

Does the task force have a board established to engage in operational and/or financial matters involving the task force? No

Narrative

- *If Yes, identify the board composition by agency (can exclude the names of board members if desired), the frequency in which the board meets, and the purpose of the board, making sure to explain the nature and ability of such involvement with operational and/or financial matters involving the task force and whether or not by-laws or other source documents exist to detail such involvement/authority.*
- *If No, explain the approval process that exists with operational and/or financial matters involving the task force and the plan to establish a board to oversee the task force's operational and/or financial matters.*

When the Task Force was initiated in 2007 as the Mid-Missouri Cyber Crimes Task Force, Sheriff Dwayne Carey and Coordinator Detective Anderson worked hard to establish a board and involve other law enforcement agencies in the service area. After several years the Task Force continued to get push back because all agencies were experiencing staff shortage and lack of revenue both from the Grant and individual agencies. In 2010, the Task Force changed their name to the Boone County Sheriff's Department Cyber Crimes Task Force.

If any unexpected operational or financial matters are needing addressed, Sheriff Carey is notified and a decision is made by Sheriff Carey as necessary after consulting with the Detective unit supervisor, Major Tom Reddin. During the application process the grant is reviewed by the County Auditor and County Commission. After the grant is awarded, all final approvals of the budget are approved and funds allocated by the County Commission. Furthermore, the Budget Administrator with the Sheriff's

Department monitors the grant for purchases and pays for cost granted by the grant. Additional oversight, and final approval is obtained through the Auditor and Treasurer offices.

The Task Force has inquired with Sheriff Carey for a plan to establish a board. Sheriff Carey will approach area law enforcement agencies in our service area about this matter.

Goal #4 - Collaboration with Other Agencies

Objective #2.2 - Investment

For the following question, the term "Memorandum of Understanding" refers to the agreement signed between the participating agencies and could also be called a Memorandum of Agreement (MOA), Letter of Agreement (LOA), etc.

Also, the term "resources" includes personnel, currency, equipment, office space, office supplies, etc. In addition, the term "resources" has not been defined due to other implications for task forces, but "resources" are considered things of value to the task force that are above and beyond the normal course of services that would be provided by the MOU signer. For example, providing back-up or serving search warrants when called upon are services that would normally exist within the police community and their duty responsibility and is not considered a "resource" for this question.

Do all the agencies signing the Memorandum of Understanding (MOU) contribute resources to the task force? No

Narrative

• If Yes, list each of the agencies signing the MOU and next to the name of each agency listed, identify its respective contribution(s) and the approximate monetary value of such contribution.

If No, list each of the agencies signing the MOU and next to the name of each agency listed, identify its respective contribution(s) and the approximate monetary value of such contribution for those that contribute. For any agency signing the MOU but not contributing resources, identify its respective reason for not contributing next to the agency's name.

Primary agencies -

* Boone County Sheriff's Department--1 full time investigator salary and benefits, office space, offices supplies, office equipment, vehicle 100% monetary contribution

* Boone County Prosecuting Attorney's Office - 1 part-time assistant prosecutor salary and benefits, equipment, office space, office supplies, 50% monetary contribution

* University of Missouri Police Department- 1 part-time forensic examiner salary, forensic equipment, office space, office supplies, 50% monetary contribution

* Federal Bureau of Investigations- 1 part-time investigator salary, office space, office supplies, 50% monetary contribution

Associate agencies –

The small municipalities located within Boone County, have limited resources, Task Force has never inquired about a contribution

* Ashland Police Department

* Centralia Police Department

* Hallsville Police Department

* Columbia Police Department - pulled personnel from the Task Force in 2010 due to Administration choice

The smaller municipalities located outside Boone County, have limited resources, Task Force has never inquired about a contribution

- *Auxvasse Police Department
- * Boonville Police Department
- * Fayette Police Department
- * Fulton Police Department
- * Holts Summit Police Department
- * Mexico Department of Public Safety
- * Moberly Police Department
- * New Franklin Police Department
- * Jefferson City Police Department

All county Sheriff's Department in service area have limited resources, Task Force has never inquired about a contribution

- *Audrain County Sheriff's Department
- *Callaway County Sheriff's Department
- *Cole County Sheriff's Department
- *Cooper County Sheriff's Department
- *Howard County Sheriff's Department
- *Randolph County Sheriff's Department

Type of Program

Type of Program*

Provide the following information about the program that will be implemented by the requested funds:

- *Define the services to be provided by the project.*
- *Indicate who will provide the services provided by the project.*
- *Describe how the identified services will be provided.*

Provide other details, where applicable, to clearly describe the makeup and operation of the proposed project. Flow charts and outlines to support this narrative description may be included under the "Other Attachments" application form.

The Boone County Sheriff's Department Cyber Crimes Task Force is a joint cooperative effort formalizing relationships between and among the participating law enforcement agencies in order to foster an efficient and cohesive unit. The Task Force would like all participating agencies to achieve maximum inter-agency cooperation in a combined law enforcement effort aimed at reducing criminal activity perpetrated through the use of computers, Internet, cellular telephones, and other electronic media against our children of mid-Missouri.

The Task Force serves a 7 county area and currently has 4 criminal justice agencies as primary members and 19 criminal justice agencies as associate members. The Task Force has a web site, bcscybercrimes.com, that provides information and resources for families, the community and law enforcement.

Currently, the Task Force is comprised of 3 investigators from the Boone County Sheriff's Department. Salaries for Detective Cody Bounds and Detective Andy Evans are paid for by the grant and Detective Tracy Perkins' agency pays her salary. All equipment and software funded by the grant are used by Perkins, Evans and Bounds. Detective Perkins and Evans handle reactive and proactive investigations. Detective Perkins and Evans have been trained under ICAC IT and UC investigations. Detective Perkins has been trained in several peer to peer detection software programs and works these investigations when possible. Detective Evans focuses on UC investigations through online ads and some chat rooms. In March 2017, Detective Evans attended peer to peer training, and in turn will begin working peer to peer investigations. Detective Bounds handles forensic examinations on cell phones and computer devices. Detective Bounds has been trained in various forensic classes, such as, AccessData Bootcamp, AccessData online 1 year training (11 classes), Cellebrite Mobile Examiner, IACIS certification and NCFI Mobile Investigations.

Furthermore, the Task Force has 1 forensic examiner Detective Dustin Heckmaster, on a part time basis from the University of Missouri Police Department. The University PD has been a member agency with the Task Force since 2007. Detective Heckmaster's salary is paid for by his agency, but all forensic training and software is paid through the grant. Detective Heckmaster has attended NW3C basic cell phone investigations, BDRA and IDRA, AccessData Bootcamp, AccessData online 1 year training (7 classes) and certified Cellebrite Mobile Examiner.

In November 2015, Special Agent Sean McDermott with the Federal Bureau of Investigation was assigned to the Task Force. SA McDermott makes himself available for Task Force search warrants and Task Force investigators assist SA McDermott on Federal search warrants or other matters. The Task Force will occasionally refer State side investigations to the Federal courts. From that point forward SA McDermott will follow up on any other additional information needed to proceed in the Federal court system.

The Boone County Prosecuting Attorney's Office is a member agency to the Task Force. Since 2007, the Task Force was assigned Assistant Prosecutor Merilee Crockett to handle and prosecute all cases involving the exploitation of children that originated from a Task Force investigation. A.P Crockett has attended various conferences with Task Force investigators and is very educated and knowledgeable of the information provided in our investigations and forensic reports.

The major focus of this Task Force is to investigate and prosecute Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children, human trafficking, cyber bullying, sexting, sextortion, or other crimes perpetrated through the use of computers, Internet, cellular telephones, or other electronic media. These investigations focus on both undercover and complainant driven investigations. Complaints from parents and others are investigated if they contact the Task Force directly or the report was generated through the complainant's local law enforcement.

The Task Force provides forensic examinations of computers, cellular telephones, and other electronic media to law enforcement agencies and prosecuting attorneys among the 7 counties that the Task Force serves. Detective Cody Bounds and Detective Heckmaster have a never ending job.

In addition, investigators assigned to this Task Force participate in public awareness and education programs to educate public and private schools, parent organizations, civic groups, religious organizations, local media, or other group meetings to help educate about the dangers of the Internet and methods to reduce the likelihood of becoming a victim of Internet crime. Furthermore, Task Force investigators provide training to area law enforcement on a variety of issues regarding Internet or computer related investigations and electronic media.

Proposed Service Area

Describe the proposed service area by identifying the following information:

- Geographic area to be served by the task force
- Details to easily locate the service area within the state
- Total population within the task force service area
- Any other geographical details (as applicable) pertinent to the task force service area

The Cyber Crimes Task Force serves a seven county area in Mid-Missouri. The Task Force provided technical, investigative and forensic assistance to law enforcement agencies and prosecuting attorneys in the counties that are immediately adjacent to Boone County including Audrain, Callaway, Cole, Cooper, Howard and Randolph.

Furthermore, any law enforcement agency or Prosecuting Attorney in the service area may request the Task Force assist with an investigation regarding offenses involving the Internet, computer, or cellular phone media. The Task Force will continue to assist outside our service area when appropriate and requested. According to the 2013 census, the estimated population for the 7 county service area was approximately 370,336 from which over eighty thousand are under eighteen years of age.

Our Task Force is a member of the Missouri Internet Crimes against Children Task Force and as such will assist any other Internet Crimes Task Force located in Missouri or across the United States, as requested.

Supplanting

Supplanting*

Describe whether or not other federal, state, or local funds are available to the applicant agency for the purpose of the project. Be specific!

If any of the following factors apply to the proposed project, provide information to address the factors that apply:

- *If other federal, state, or local monies are available, please address why SCCG funding is being requested.*
- *If the application includes existing costs, explain how those costs are currently being funded and if and when that funding source will cease.*
- *If program income is anticipated or could be generated as a result of the grant-funded project, explain how those monies will not supplant SCCG funds.*

Funding for the recurring costs included in this application end on May 31, 2017 when the 2017 SCCG closed. No other funds, including donations, grants, local money or other funds are available to fund the requested items. No funds are available for newly requested items such as salaries, equipment, supplies, or training. If money is received through restitution or forfeitures the money will not be used to fund items through the SCCG grant.

In past years, the Task Force has received money generated from MO ICAC, restitution and forfeiture money which is reported as program income money. The amounts vary each year and if monies are received, the Task Force uses the money for unexpected training, equipment and supplies, not covered by the SCCG grant or for any necessary purchases to continue the Task Force operation.

During the 2017 SCCG application process, the Task Force failed to request for two AccessData FTK licenses for Detective Bounds and Detective Heckmaster. In October 2016, the Task Force received yearly award money from the MO ICAC, and had enough award money to purchase the necessary annual software.

Audit Requirements

Date last audit was completed:* June 29, 2016
Date(s) covered by last audit:* January 1, 2015 to December 31, 2015
Last audit performed by:* RubinBrown LLP
Phone number of auditor:* 314-290-3300
Date of next audit:* June 2017
Date(s) to be covered by next audit:* January 1, 2016 to December 31, 2016
Next audit will be performed by:* RubinBrown LLP

Total amount of financial assistance received from all entities, including the Missouri Department of Public Safety, during the date(s) covered by your agency's last audit, as indicated above.

*The **Federal Amount** refers to funds received directly from the Federal Government or federal funds passed through state agencies in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.*

*The **State Amount** refers to funds received directly from the State of Missouri, not including federal pass-thru funds, in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.*

Federal Amount:* \$1,207,989.00

State Amount:* \$2,779,746.00

Required Attachments

Attachment	Description	File Name	Type	File Size
Memorandum of Understanding (MOU)	2017 MOU for Boone County Sheriff's Department Cyber Crimes TF	2017 MOU.pdf	pdf	5.2 MB

Other Attachments

File Name	Description	File Size
ADF DEI.pdf (84 KB)	ADF Digital Evidence Investigator	84 KB
Cellebrite Cloud Analyzer.pdf (121 KB)	Cellebrite Cloud Analyzer	121 KB
DeepSpar.pdf (667 KB)	DeepSpar Hardware/Software	667 KB
FRED computer.pdf (113 KB)	FRED Computer Forensic Workstation	113 KB
Magnet IEF.pdf (80 KB)	Magnet Internet Evidence Finder	80 KB

Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

2018 SCCG Certified Assurances

I am aware that failure to comply with any of the Certified Assurances could result in funds being withheld until such time that I, the recipient, take appropriate action to rectify the incident(s) of non-compliance. Where the Authorized Official is unable to certify to any of the statements in the Certified Assurances, he or she shall provide an explanation below and may attach documentation under the 'Other Attachments' form where needed.

**I have read
and agree to
the terms and
conditions of
the grant.*** Yes

**If you marked
No to the
question
above, please
explain:**

Your typed name as the applicant authorized official, in lieu of signature, represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application.

**Authorized
Official
Name:*** Dan Atwill

Job Title:* Presiding Commissioner

Date:* 06/26/2017