

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

5th

day of

March

2020

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

Now on this day, the County Commission of the County of Boone does hereby award bid 05-04FEB20 – Underground LP Storage Tanks to MFA Oil Company of Columbia, Missouri.

Terms of the award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

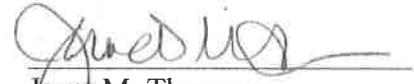
Done this 5th day of March 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Robert Wilson**  
Buyer



613 E. Ash Street, Room 113  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: February 26, 2020  
RE: 05-04FEB20 – Underground LP Storage Tanks

05-04FEB20 – Underground LP Storage Tanks opened on February 04, 2020. One (1) bid was received.

Joint Communications recommends award by only bid to MFA Oil Company of Columbia, Missouri to purchase three (3) 1000-gallon Quality Steel underground LP storage tanks to be installed at the new Support Building.

Cost of the purchase is \$13,857.00 and will be paid from department 4103 – ECC Support Services Building, account 71231 – Owner Costs.

cc: Pat Schreiner, JC  
Dave Dunford, Radio Consultant  
Contract File

| <b>05-04FEB20 - Underground LP Storage Tanks</b> |  |             | <b>MFA Oil Company</b> |                       |
|--|--|-------------|------------------------|-----------------------|
| <b>BID TABULATION</b>                            |  |             |                        |                       |
| <b>4.8</b>                                       | <b>PRICING</b>   | <b>Qty:</b> | <b>UNIT COST</b>       | <b>EXTENDED TOTAL</b> |
| <b>4.8.1.</b>                                    | <b>THREE UNDERGROUND LP STORAGE TANKS</b>  | <b>3</b>    | <b>\$4,619.00</b>      | <b>\$13,857.00</b>    |
| <b>4.9.</b>                                      | <b>CALENDAR DAYS TANKS WILL BE DELIVERED AFTER RECEIPT OF PURCHASE ORDER AND NOTICE TO PROCEED</b> |             | <b>14</b>              |                       |
|  | <b>MAKE/MODEL</b>  |             | <b>Quality Steel</b>   |                       |
| <b>4.10.</b>                                     | <b>Describe warranty (or attach):</b>  |             | <b>None</b>            |                       |
| <b>4.11.</b>                                     | <b>COOP ? YES OR NO.</b>   |             | <b>Yes</b>             |                       |

**NO BID**

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**Santie Wholesale Oil**

**PURCHASE AGREEMENT  
FOR UNDERGROUND LP STORAGE TANKS**

**THIS AGREEMENT** dated the 5<sup>th</sup> day of March 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **MFA Oil Company**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the furnishing and delivery of Underground LP Storage Tanks, in compliance with all bid specifications issued for Boone County Request for Bid **05-04FEB20** and the Vendor's bid response dated February 3, 2020 executed by Fred Trowbridge on behalf of Vendor. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **(3) 1000 Gallon Quality Steel Underground LP Tanks** which shall be provided in conformity with the contract documents for the prices set forth in Bidder's bid response, as needed and as ordered by the County as follows:

| Description                     | Make/Model    | Quantity | Each       | Extended    |
|---------------------------------|---------------|----------|------------|-------------|
| 1000 Gallon Underground LP Tank | Quality Steel | 3        | \$4,619.00 | \$13,857.00 |

3. **Warranty** is outlined on the attached Quality Steel Corporation Manufacturer Warranty.

4. **Delivery** - Delivery after receipt of order and Notice to Proceed shall be made within 14 calendar days. Delivery address: Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202. Telephone Contact for delivery is: (573) 554-1000.

5. **Billing and Payment** - All billing / invoices shall be sent to Boone County Joint Communications, Attn: Patricia Schreiner, 2145 E. County Drive, Columbia, Missouri 65202. Billings may only include the prices as listed and/or calculated in the Vendor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's quote response to the specifications.

Payment Terms: Net 30 days after receipt of invoice following delivery and acceptance of equipment.

In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

**MFA OIL COMPANY**

DocuSigned by:  
 By Fred Trowbridge  
 305C69C20F5840C...  
 Title Area Manager

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

DocuSigned by:  
Charly J. Duff  
 County Counselor

ATTEST:

DocuSigned by:  
Brianna L. Lennon by MT  
 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.)

|  |                   |   |
|--|-------------------|---|
| DocuSigned by:<br><u>Jane E. Peterson</u><br>Signature | 2/27/2020<br>Date | 4103-71231 / \$13,857.00<br>Appropriation Account |
|--|-------------------|---|

## **STANDARD 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. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
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.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. 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.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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 from other vendors.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

County of Boone

Purchasing Department

**4. Response Form**

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

- 4.1. Company Name: MFA Oil Company
- 4.2. Address: 2304 Bus. Loop 70 East
- 4.3. City/Zip: Columbia Mo. 65201
- 4.4. Phone Number: 573-443-7244
- 4.5. Fax Number: 573-875-3152
- 4.6. E-mail: Plant10051@mfaoil.com
- 4.7. Federal Tax ID: 43-0415115
- 4.7.1. ( ) Corporation  
 ( ) Partnership - Name \_\_\_\_\_  
 ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_  
 (X) Other (Specify) Cooperative

| 4.8. PRICING  | Unit Price                   | Extended Price (for 3)        |
|---|------------------------------|-------------------------------|
| 4.8.1. <b>Base Bid:</b> Three (3) Underground LP Storage Tanks as specified per section 2.<br>Make / Model #:<br><u>1000 Gallon Underground LP Tank</u><br><u>Quality Steel</u> | <u>\$ 4,619<sup>00</sup></u> | <u>\$ 13,857<sup>00</sup></u> |

- 4.9. Tanks shall be delivered 14 calendar days after receipt of Purchase Order and Notice to Proceed.
- 4.10. DESCRIBE WARRANTY (or attach)  
No warranty expressed or implied
- 4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  
X Yes      \_\_\_\_\_ No
- 4.12. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.**

Authorized Representative (Sign by Hand):  
 \_\_\_\_\_ Date: 2/3/2020

Print Name and Title of Authorized Representative:  
Fred Traubridge Columbia Area Manager



**ADDENDUM #1 to RFB#05-04FEB20**

**Boone County Purchasing**

613 E. Ash Street, Room 113

Columbia, MO 65201

*Robert Wilson, Buyer*

Phone: (573) 886-4393 – Fax: (573) 886-4390

Email: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

**BOONE COUNTY, MISSOURI**

**Request for Bid 05-04FEB20 – Underground LP Storage Tanks**

**ADDENDUM # 1 - Issued January 31, 2020**

**Prospective bidders are hereby notified of the following clarification to Request for Bid 05-04FEB20:**

- 1. The County is providing the following clarification:

**The two drawings attached to the RFB both depict two tanks, each 2,000 gallons. These drawings are representative of placement only and three tanks are needed.**

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Bid Response.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as proceeds, and except as set forth herein, otherwise remain unchanged and in full force and effect.

By: \_\_\_\_\_

**Robert Wilson, Buyer  
Boone County Purchasing**

The BIDDER has examined **Addendum #1** to Request for Bid #05-04FEB20 Underground LP Storage Tanks receipt of which is hereby acknowledged:

Company Name: MFA Oil Company

Address: 2304 Bus Loop 70 East  
Columbia Mo. 65201

Telephone: 573-443-7244 Fax: 573-875-352

Print Name: Fred Trowbridge Title: Area Manager

Signature:  Date: 2/3/2020

Contact Name and E-Mail Address to receive documents for electronic signature in **DocuSign**:

Fred Trowbridge ftrowbridge@mfoil.com

## LIMITED WARRANTY

Quality Steel Corporation is a manufacturer of propane tanks.

Quality Steel Corporation warrants products sold hereunder against defects in material and workmanship under normal use and service as follows:

- 1) Aboveground propane tanks for a period of not more than 5 years;
- 2) Interchangeable aboveground/underground propane tanks as follows:
  - a) If used for aboveground service, for a period of not more than 5 years;
  - b) If used for underground service, for a period of not more than 1 year;
- 3) Underground propane tanks for a period of not more than 1 year.

Quality Steel Corporation's sole obligation and buyer's or any other person's exclusive remedy under the aforesaid warranty or under any other warranty implied by law is limited to (1) replacement of any part or parts proven to be defective in material and workmanship or (2) refund or credit of the original purchase price to be applied to the customer's account. The choice of said remedies shall be determined by Quality Steel Corporation in its sole discretion. The buyer shall permit Quality Steel Corporation to inspect the product so that it may determine its obligation, if any, hereunder. Quality Steel Corporation, at its option, shall be entitled to the return of the defective product or part(s) prior to the settlement of its obligation, if any, under this warranty.

### WHAT IS NOT COVERED:

1) Painted surfaces (except those proven to be caused by Quality Steel's poor paint application or defective paint product); 2) brass valves and fittings; 3) damage or defect caused by improper installation, accident, misuse, abuse, alteration, modification or act of God; 4) normal wear and tear.

This warranty extends and applies only to the original purchaser of our product from us, whether dealer or consumer, and does not extend to a consumer who purchases our product from a dealer or otherwise, i.e., this warranty may not be transferred.

**OTHER TERMS:** This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Quality Steel Corporation does not authorize any person to create for it any other obligation or liability in connection with the products it manufactures. *Any implied warranty of merchantability or fitness for a particular purpose applicable to these products is limited in duration to the duration of this written warranty. Replacement of proven defective part/ parts, or refund/credit applied to customer's account, are the exclusive remedies under this written warranty or any implied warranty. Quality Steel Corporation shall not be liable for incidental or consequential damage resulting from breach of this written warranty or any implied warranty. \**

\*Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Effective date: November 1, 2008

**Quality Steel Corporation  
P.O. Box 249  
Cleveland, MS 38732-0249**



**Request for Bid (RFB)**

**Boone County Purchasing**  
613 E. Ash Street, Room 110  
Columbia, MO 65201

**Robert Wilson, Buyer**

Phone: (573) 886-4393 – Fax: (573) 886-4390  
Email: [Rwilson@boonecountymo.org](mailto:Rwilson@boonecountymo.org)

**Bid Data**

Bid Number: **05-04FEB20**  
Commodity Title: **Underground LP Storage Tanks**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

**Bid Submission Address and Deadline**

Day / Date: **Tuesday, February 04, 2020**  
Time: **1:30 p.m. Central Time (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201**

**Bid Opening Address and Deadline**

Day / Date: **Tuesday, February 04, 2020**  
Time: **1:30 p.m. Central Time (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201**

**Bid Contents**

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Standard Terms and Conditions**
- “No Bid” Response Form**

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.  
*Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. An "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for the furnishing and delivery of **Underground LP Storage Tanks** for Boone County, Missouri, Office of Joint Communications.
- 2.2. **Delivery Terms:** Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.3. **CONTRACT DURATION** - The contract shall be effective from the date of award until the date of project completion.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.5.1. The unit price for the item(s) identified on the Response Form shall remain fixed for the identified original contract period.
- 2.6. **GENERAL**
- 2.6.1. These specifications describe the purchase of three (3) underground LP storage tanks to be used as part of a new building construction project at 2177 E. County Drive, Columbia, MO 65202. The new structure is the Support Building located just north of the Boone County Emergency Communications Center and will house Emergency Management material storage, a Boone County Joint Communications technical shop, and a County operations storage area. Two (2) of the tanks will be connected together with a basic manifold system furnished by Contractor and will supply fuel for building heating. One (1) tank will be connected directly to the outdoor pad-mounted standby power generator. Pipe extensions to generator and building will be provided by general contractor.
- 2.6.2. The work will include Contractor furnishing the three tanks, delivering them to the construction site, unloading them at a location near the installation site, and performing specific piping work following tank installation. The overall tank installation will be the responsibility of Little Dixie Construction, the general contractor for the project. Contractor will be responsible to provide first stage regulators for all three tanks and manifold together two of the tanks to provide extended operating time for the building heating system. Little Dixie Construction will be responsible for piping from the tanks to the building and to the generator.
- 2.6.3. Contractor will assist general contractor (or specialty subcontractor) in an advisory capacity regarding tank positioning, support, leveling, backfill materials and placement, and overall tank and piping installation.
- 2.6.4. Contractor will remove any shipping materials, cribbing or crating that arrived with the tanks and dispose of materials offsite.
- 2.6.5. Contractor will have free access to the construction site for delivery by using an established direct route that is provided for construction vehicles from Roger I. Wilson Drive through the Boone County Fire Protection District training area.
- 2.6.6. Contractor shall contact County's representative prior to delivery to make certain the tanks can be received. Normal work hours are 8:00 AM to 4:30 PM, M-F.
- 2.7. **Specifications**
- 2.7.1. Furnish quantity three (3) LP tanks specifically designed, engineered and finished for direct burial.
- 2.7.2. Capacity of each tank shall be nominal 1,000 gallons liquid.
- 2.7.3. Furnish each tank with vertical shroud assembly. Shroud assembly shall have a hinged lid for access to top mounted fuel gauge and will protect line connections to tank. Shroud will anchor to tank with provided metal tabs. Contractor to furnish nominal 28" high riser/shroud.

- 2.7.4. Contractor shall touch up any surface finish or coating damaged in shipment or handling by using a manufacturer-approved coating product.
- 2.7.5. Contractor shall furnish the quantity of manufacturer recommended sacrificial anode devices with the tanks.
- 2.7.6. Contractor shall work cooperatively with County's representative and general contractor in preparation of site for installation of buried tanks.
- 2.8. **Attachments**
- 2.8.1. All attachments shall be considered a part of this specification.
- 2.8.2. The following drawings and documents are included for use by Vendor:
  - A. C-3 Civil Site Plan
  - B. ME-1 Construction Details
- 2.9. **Submittals**
- 2.9.1. The following items shall be submitted with the bid:
  - A. Project Pricing
  - B. Estimated delivery date
  - C. Detailed manufacturer spec sheet for tanks and any accessory items
- 2.10. **GENERAL CONDITIONS**
- 2.10.1. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.11. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.11.1. **Invoices** - The County's Bid number should appear on the invoice.
- 2.11.2. **Billing and Payment** - Payment shall be made at the contract unit price of each of the pay items included in the Contract and will be considered full compensation for all labor, material, and equipment. An invoice should be submitted to Boone County Joint Communications for payment after project completion. The billing address is Boone County Joint Communications, 2145 County Drive, Columbia, MO 65202.
- 2.11.3. **BID CLARIFICATION** – Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Robert Wilson by email to: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org).
- 2.11.4. **DESIGNEE: Boone County Joint Communications**
- 2.11.5. **AWARD OF CONTRACT** - The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.12. **Warranty** - Attach detailed description of warranty or describe on Response Page.

**3. *Response Presentation and Review***

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope or by fax, clearly marked with your company name and return address, the proposal number and the due date and time.
  - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
  - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
  - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
  - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
  - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
  - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
  - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

County of Boone

Purchasing Department

**4. Response Form**

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. E-mail: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

| <b>4.8. PRICING</b>   | <u>Unit Price</u> | <u>Extended Price (for 3)</u> |
|---|-------------------|-------------------------------|
| 4.8.1. <b>Base Bid:</b> Three (3) Underground LP Storage Tanks as specified per section 2.<br>Make / Model #:<br>_____<br>_____ | \$ _____          | \$ _____                      |

4.9. Tanks shall be delivered \_\_\_\_\_ calendar days after receipt of Purchase Order and Notice to Proceed.

DESCRIBE WARRANTY (or attach)

4.10. \_\_\_\_\_

4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

4.12. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.**

Authorized Representative (Sign by Hand): \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Title of Authorized Representative:  
\_\_\_\_\_



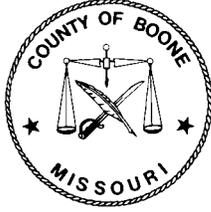
## *Standard Terms and Conditions*

Boone County Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201  
Robert Wilson, Buyer  
Phone: (573) 886-4393 – Fax: (573) 886-4390

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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. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
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.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. 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.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.

14. 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 from other vendors.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **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.
19. **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.
20. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this **MUST** be noted on the Bid/Proposal Response Form or a Memo attached.



*“No Bid” Response Form*

**Boone County Purchasing**  
613 E. Ash Street, Room 113  
Columbia, MO 65201

Robert Wilson, Buyer  
(573) 886-4393– Fax: (573) 886-4390

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**“NO BID RESPONSE FORM”**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID**

If you do not wish to respond to this bid request but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

**Bid: 05-04FEB20 - Underground LP Storage Tanks**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

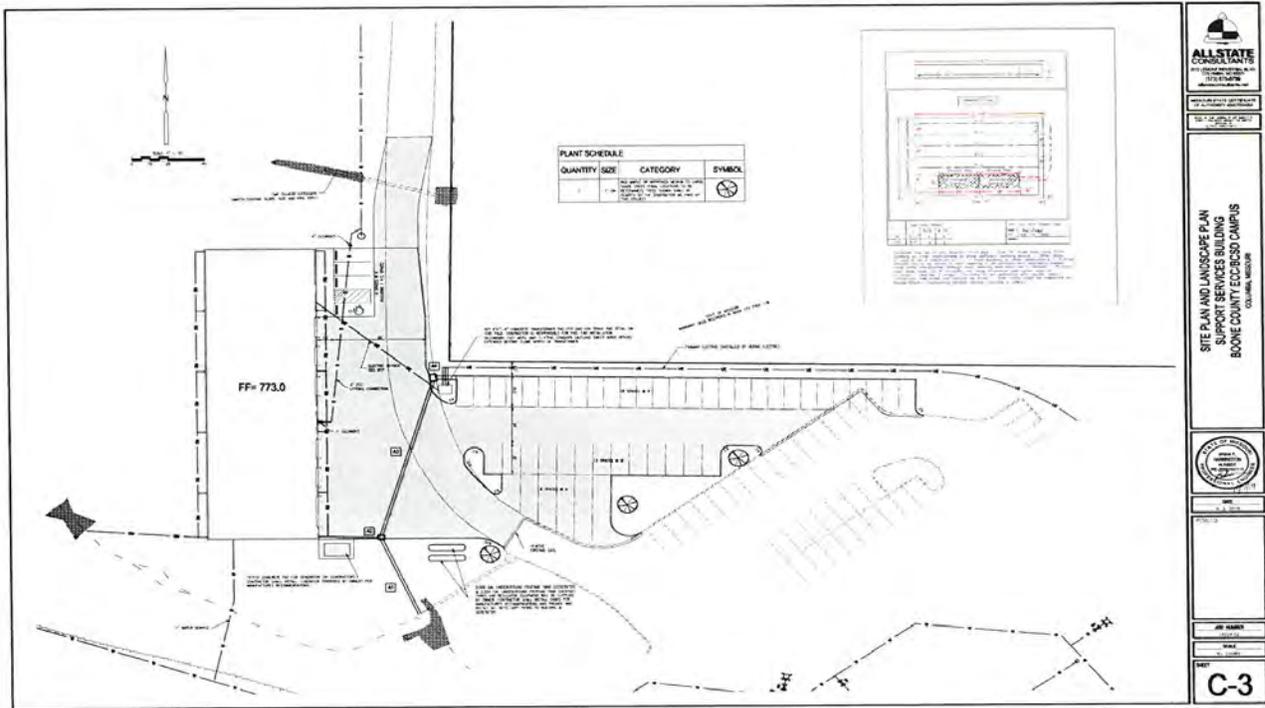
Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Drawings (C-3 Civil Site Plan and ME-1 Construction) may also be viewed on our web site at:

[www.showmeboone.com](http://www.showmeboone.com) / Purchasing / Bid Opportunities / XX-04FEB20







**ADDENDUM #1 to RFB#05-04FEB20**

**Boone County Purchasing**

613 E. Ash Street, Room 113

Columbia, MO 65201

*Robert Wilson, Buyer*

Phone: (573) 886-4393 – Fax: (573) 886-4390

Email: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

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**BOONE COUNTY, MISSOURI**

**Request for Bid 05-04FEB20 – Underground LP Storage Tanks**

**ADDENDUM # 1 - Issued January 31, 2020**

**Prospective bidders are hereby notified of the following clarification to Request for Bid 05-04FEB20:**

1. The County is providing the following clarification:

**The two drawings attached to the RFB both depict two tanks, each 2,000 gallons. These drawings are representative of placement only and three tanks are needed.**

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should be acknowledged** and submitted with Offeror's Bid Response.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as proceeds, and except as set forth herein, otherwise remain unchanged and in full force and effect.

By: \_\_\_\_\_

**Robert Wilson, Buyer  
Boone County Purchasing**

The BIDDER has examined **Addendum #1** to Request for Bid **#05-04FEB20 Underground LP Storage Tanks** receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

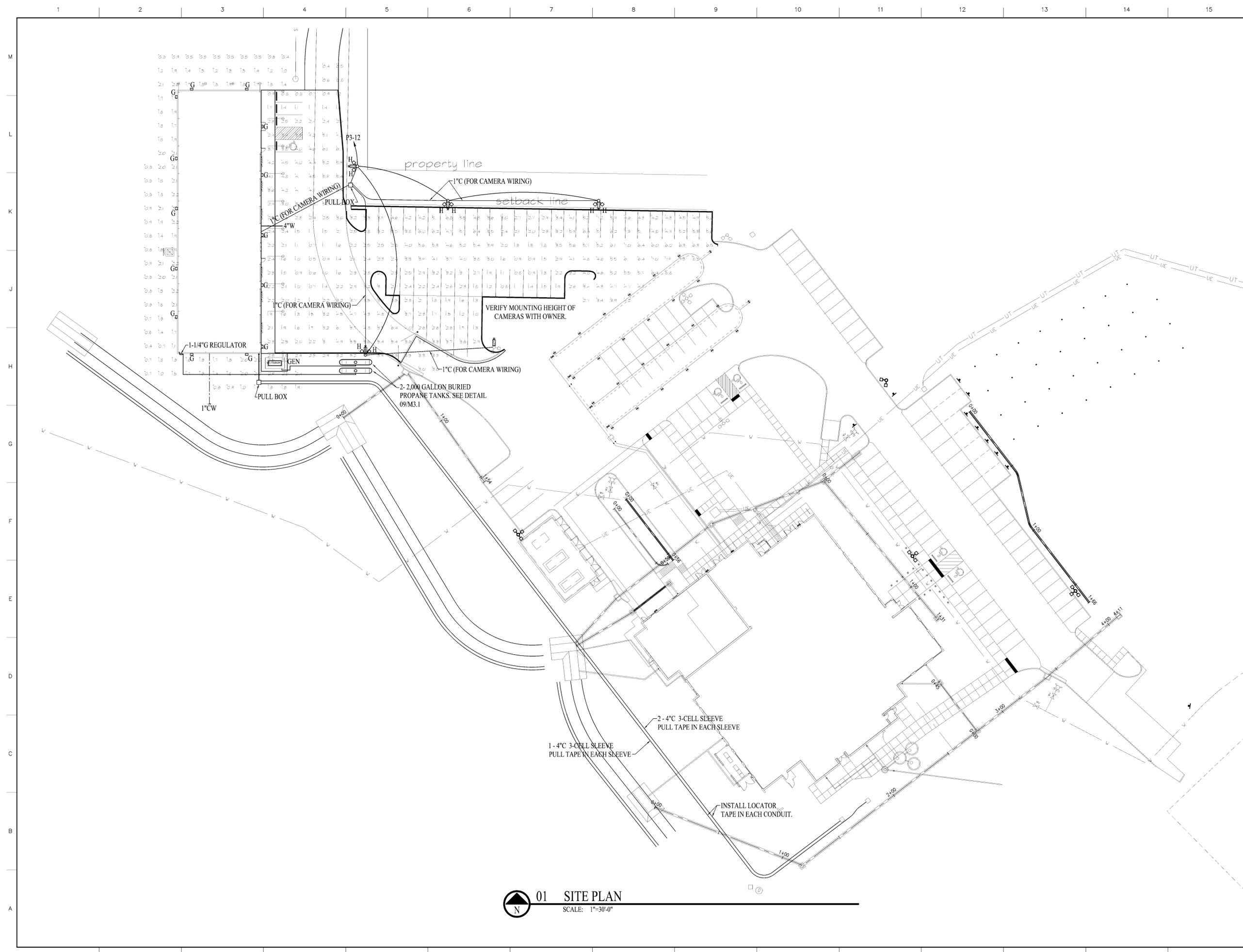
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Name and E-Mail Address to receive documents for electronic signature in **DocuSign**:

\_\_\_\_\_



01 SITE PLAN  
SCALE: 1"=30'-0"

**MMEA ENGINEERS**  
 MID MO ENGINEERING ALLIANCE, INC  
 203 EASTLAND DRIVE  
 JEFFERSON CITY, MISSOURI 65101  
 Phone: 573-636-2116  
 Design Firm Registration #2018019632

Peckham & Wright Architects, Inc., d.b.a.  
**PWArchitects, Inc.**  
 2120 Forum Blvd., Ste. 101  
 Columbia, Missouri 65203  
 PWArchitects.com | 573.449.2683  
 Peckham & Wright Architects an Architectural Corporation

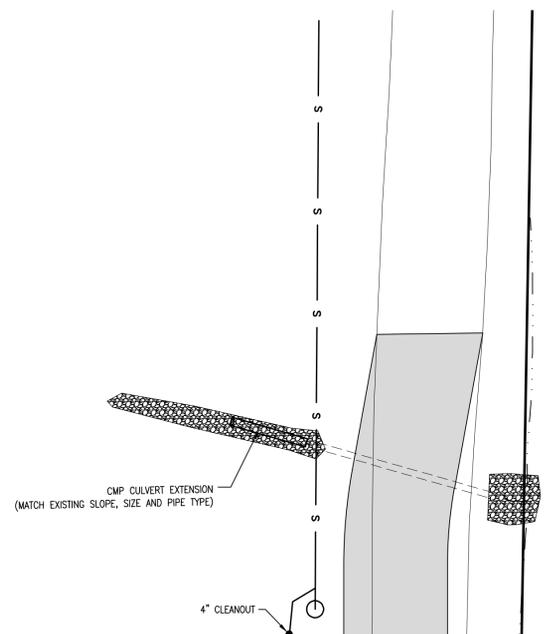
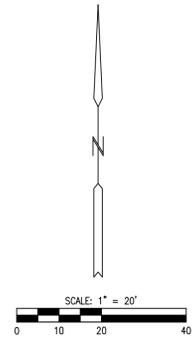


BOONE COUNTY, MISSOURI  
 SUPPORT SERVICES BUILDINGS  
 ECC/BCSD CAMPUS  
 2145/2111 EAST COUNTY DRIVE

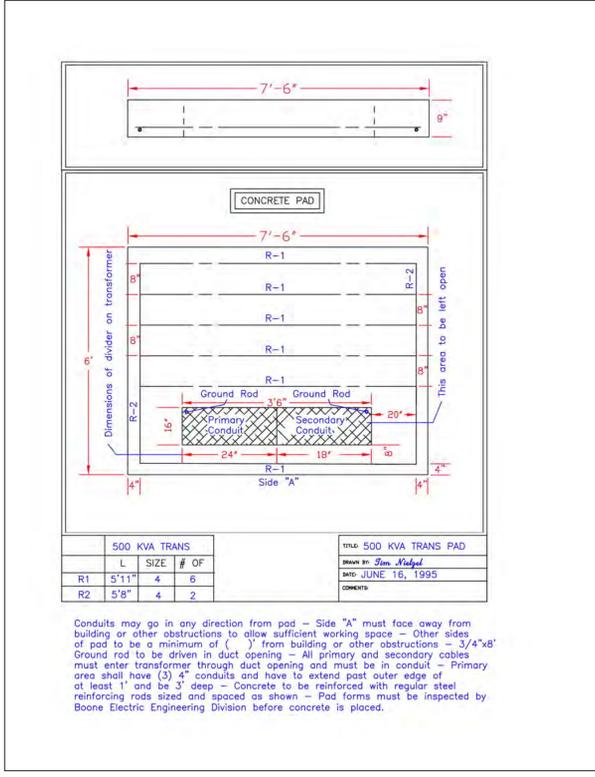
|          |                         |
|----------|-------------------------|
| Drawn:   | Project Number:         |
| SP / JS  | PWA 201712              |
| Checked: | CAD File Name (Number): |
| WS       | 18003                   |

| Drawing Title: |            |       |
|----------------|------------|-------|
| MEP SITE PLAN  |            |       |
| No.            | Revisions: | Date: |
|                |            |       |
|                |            |       |
|                |            |       |

|                  |                 |
|------------------|-----------------|
| Submission Date: | Drawing Number: |
| 06/03/2019       | ME1             |
| Plot Date:       |                 |
| 06/07/2019       |                 |



| PLANT SCHEDULE |         |  |        |
|----------------|---------|--|--------|
| QUANTITY       | SIZE    | CATEGORY   | SYMBOL |
| 3              | 3" DIA. | RED MAPLE OR APPROVED MEDIUM TO LARGE SHADE TREES (FINAL LOCATIONS TO BE DETERMINED) TREES SHOWN SHALL BE PLANTED BY THE CONTRACTOR AS PART OF THIS PROJECT. |        |



SET 6'x7'-6" CONCRETE TRANSFORMER PAD PER 500 KVA TRANS PAD DETAIL ON THIS PAGE. CONTRACTOR IS RESPONSIBLE FOR PAD, PAD INSTALLATION, SECONDARY (SEE MEP), AND 3-4" PVC CONDUITS (W/LONG SWEEP 90% BENDS) EXTENDED BEYOND FLUME NORTH OF TRANSFORMER.

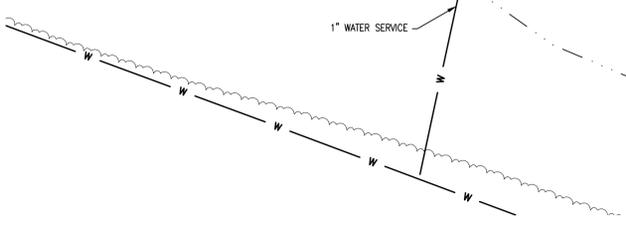
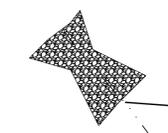
STATE OF MISSOURI  
WARRANTY DEED RECORDED IN BOOK 774 PAGE 136

PRIMARY ELECTRIC (INSTALLED BY BOONE ELECTRIC)

FF= 773.0

2,000 GAL UNDERGROUND PROPANE TANK (GENERATOR) & 2,000 GAL UNDERGROUND PROPANE TANK (HEATING) TANKS AND REGULATOR EQUIPMENT WILL BE SUPPLIED BY OWNER. CONTRACTOR SHALL INSTALL TANKS PER MANUFACTURERS RECOMMENDATIONS AND PROVIDE AND INSTALL ALL NECESSARY PIPING TO BUILDING & GENERATOR.

19'x13' CONCRETE PAD FOR GENERATOR (BY CONTRACTOR) CONTRACTOR SHALL INSTALL GENERATOR (PROVIDED BY OWNER) PER MANUFACTURERS RECOMMENDATIONS



**ALLSTATE CONSULTANTS**  
3312 LEMONE INDUSTRIAL BLVD.  
COLUMBIA, MO 65201  
(573) 875-8799  
allstateconsultants.net

MISSOURI STATE CERTIFICATE OF AUTHORITY #2007004004

REUSE OF THIS DRAWING IN ANY MANNER IS STRICTLY PROHIBITED WITHOUT THE WRITTEN APPROVAL OF ALLSTATE CONSULTANTS LLC

**SITE PLAN AND LANDSCAPE PLAN  
SUPPORT SERVICES BUILDING  
BOONE COUNTY ECC/BCSD CAMPUS**  
COLUMBIA, MISSOURI

STATE OF MISSOURI  
BRIAN P. HARRINGTON  
NUMBER PE-2000162110  
PROFESSIONAL ENGINEER  
6/1/19

DATE  
6-3-2019

REVISED:

JOB NUMBER  
18224.02

SCALE  
AS SHOWN

SHEET

**C-3**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

5th

day of

March

20 20

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

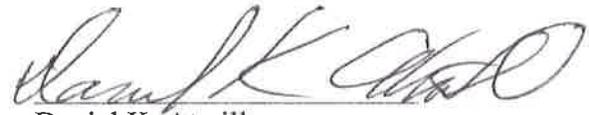
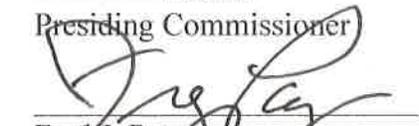
Now on this day, the County Commission of the County of Boone does hereby approve the attached 2021 State Cyber Crimes Grant application from the Sheriff's Department.

It is further ordered the Presiding Commissioner is hereby authorized to sign said grant application.

Done this 5th day of March 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Fred J. Parry  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

# Missouri Department of Public Safety

## Application

### 111440 - 2021 SCCG - Final Application

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112242 - Boone County Sheriff's Department Cyber Crimes Task Force  
State Cyber Crime Grant (SCCG)

Status: Editing

Submitted  
Date:

### Applicant Information

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#### Primary Contact:

Name:\* Lt. Britt Shea  
Title First Name Last Name

Job Title:\* Lieutenant

Email:\* bshea@boonecountymo.org

Mailing Address:\* 2121 E County Dr

Street Address 1:

Street Address 2:

\* Columbia Missouri 65202  
City State/Province Postal Code/Zip

Phone:\* 573-875-1111 6254  
Ext.

Fax:\* 573-874-8953

#### Organization Information

Applicant Agency:\* Boone County, Cyber Task Force

Organization Type:\* Government

Federal Tax ID#:\* 436000349

DUNS #:\* 182739177

SAM/CCR CAGE Code: 4KKC8 10/15/2019  
Valid Until Date

Organization Website: www.showmeboone.com

Mailing Address:\* 801 E. Walnut Street

Street Address 1:

Street Address 2:

City\* Columbia Missouri 65201 7732

City State/Province Postal Code/Zip + 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 Commissioner's Office

**Mailing Address:\*** 801 East Walnut Street, Rm 333  
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@boonecountymo.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, Rm 205  
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:\*** 573-886-4365  
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:\*** Lt. Britt Shea  
Title First Name Last Name

**Job Title:\*** Investigations Lieutenant

**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:\*** bshea@boonecountymo.org

**Phone:\*** 573-875-1111 6254  
Ext.

**Fax:\*** 573-874-8953

## **Project Summary**

---

**Application Type:\*** Continuation

**Current Subaward Number(s):** 2020-SCCG-001

**Program Category:\*** Law Enforcement

**Project Type:\*** Regional

**Geographic Area:\*** Audrain, Boone, Callaway, Cole, Cooper, Howard, and Randolph Counties, located in Central Missouri

**Brief Summary:\*** The Boone County Sheriff's Department Cyber Crimes Task Force is a cooperative effort between participating Mid-Missouri law enforcement agencies across a seven-county area. The primary focus of the Task Force is the detection and investigation of Internet crimes committed against children.

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

Additionally, in an effort to improve public safety for children and the community, the Task Force organizes and participates in educational programs and public awareness events. The goal is to mitigate the potential dangers and negative consequences that come with the use of social media, the Internet, and related technology.

**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  | Investigator | Retained | FT                | \$2,061.86            | 26.0                  | 100.0                  | \$53,608.36  |
| Cody Bounds | Investigator | Retained | FT                | \$2,083.03            | 26.0                  | 100.0                  | \$54,158.78  |
|             |              |          |                   |                       |                       |                        | \$107,767.14 |

## Personnel Justification

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### 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 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

If a salary change may occur during the project period and a separate line is included in the budget to reflect such change, address the individual's eligibility (or reason) for such change, the percentage of change, and the effective date of the change.

**Andy Evans** has been a certified law enforcement officer for 17 years and is currently an investigator employed by the Boone County Sheriff's Department assigned to the Cyber Crimes Task Force. Detective Evans was assigned to the Task Force in July 2014. This is a retained position. Detective Evans has received over 200 hours of specialized law enforcement training specific to Internet crimes against children. Detective Evans' primary responsibility is reactive and proactive investigations involving crimes against children through the Internet. Additional duties include surveillance details, testimony in State and Federal criminal proceedings, obtaining search warrants and other legal demands, serving search warrants, preparing and participating in public awareness and education programs, and attending further training for his position.

**Cody Bounds** has been a certified law enforcement officer for 10 years and is currently an investigator employed by the Boone County Sheriff's Department assigned to the Cyber Crimes Task Force. Detective Bounds was assigned to the Task Force in January 2014. This is a retained position. Detective Bounds has over 750 hours of specialized training specific to Internet crimes against children and electronic/digital forensics. Detective Bounds' primary responsibility is forensic examinations of electronic evidence related to crimes against children through the internet, subject matter expert testimony in State and Federal criminal proceedings, obtaining search warrants, preparing evidence for court, and attending further training for his position.

## Personnel Benefits

| Category           | Item                              | Salary/Premium | Percentage/# of Periods | % of Funding Requested | Total Cost  |
|--------------------|-----------------------------------|----------------|-------------------------|------------------------|-------------|
| FICA/Medicare      | FICA/Medicare                     | \$107,767.14   | 0.0765                  | 100.0                  | \$8,244.19  |
|                    |                                   |                |                         |                        | \$8,244.19  |
| Medical Insurance  | Medical Insurance                 | \$1,014.00     | 12.0                    | 100.0                  | \$12,168.00 |
|                    |                                   |                |                         |                        | \$12,168.00 |
| Pension/Retirement | Pension/Retirement - 401(a) match | \$50.00        | 26.0                    | 100.0                  | \$1,300.00  |
|                    |                                   |                |                         |                        | \$1,300.00  |
| Workers Comp       | Workers Comp                      | \$107,767.14   | 0.0341                  | 100.0                  | \$3,674.86  |
|                    |                                   |                |                         |                        | \$3,674.86  |
|                    |                                   |                |                         |                        | \$25,387.05 |

## 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 cost is listed in the budget category) to identify the cost and why it is needed.*

*If a premium or rate change may occur during the project period and a separate line is included in the budget to reflect such change, indicate the effective date of change and the reasoning for such change.*

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

**Medical Insurance** is contributed by the employer under a High Deductible Health Plan at a rate of \$507.00 per month, per employee, to provide coverage in the event of illness or injury.

**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 savings.

**Workers Compensation** is contributed by the employer at an approximate rate of 3.41% 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.

## **Personnel Overtime**

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| <b>Name</b> | <b>Title</b> | <b>Hourly Overtime Pay</b> | <b>Hours on Project</b> | <b>% of Funding Requested</b> | <b>Total Cost</b> |
|-------------|--------------|----------------------------|-------------------------|-------------------------------|-------------------|
|             |              |                            |                         |                               | \$0.00            |

## **Personnel Overtime Justification**

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### **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 and any experience the individual possesses 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 an overtime pay rate change may occur during the project period and a separate line is included in the budget to reflect such change, address the individual's eligibility (or reason) for such change, the percentage of change, and the effective date of the change.*

## **Personnel Overtime Benefits**

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| <b>Category</b> | <b>Item</b> | <b>Overtime/Premium</b> | <b>Percentage/# of Periods</b> | <b>% of Funding Requested</b> | <b>Total Cost</b> |
|-----------------|-------------|-------------------------|--------------------------------|-------------------------------|-------------------|
|                 |             |                         |                                |                               | \$0.00            |
|                 |             |                         |                                |                               | \$0.00            |

## **Personnel Overtime Benefits Justification**

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### **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 a premium or rate change may occur during the project period and a separate line is included in the budget to reflect such change, indicate the effective date of change and the reasoning for such change.*

## Travel/Training

| Category | Item  | Unit Cost  | Duration | Number | % of Funding Requested | Total Cost |
|----------|---|------------|----------|--------|------------------------|------------|
| Other    | Cellebrite Certified Physical Analyst (CCPA) Re-certification | \$289.00   | 1.0      | 1.0    | 100.0                  | \$289.00   |
| Other    | Magnet Training Annual Pass (TAP)                             | \$5,795.00 | 1.0      | 1.0    | 100.0                  | \$5,795.00 |
|          |   |            |          |        |                        | \$6,084.00 |

## Travel/Training Justification

### Travel/Training Justification

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

If travel/training is included in the budget, address the following information for each training/meeting event (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 project, and any experience possessed as it relates to the proposed project.

### Cellebrite Certified Physical Analyst (CCPA) Re-certification

This will cover re-certification costs for Detective Andy Evans, who is currently a Cellebrite Certified Physical Analysts (CCPA). This certification shows proficiency in the use of Cellebrite forensic software, which lends credibility as an expert witness during court testimony in criminal proceedings. Detective Evans must recertify by December of 2020 and the certification lasts for two years. Associated costs include an online refresher course through Cellebrite.

### Magnet Training Annual Pass (TAP)

The Magnet Forensics Training Annual Pass (TAP) is an all-inclusive subscription which allows both online and in-seat access to all of the Magnet Forensics training programs for a period of one year. This training will be attended by Detective Cody Bounds and will provide three specific benefits:

1. This training pass provides vendor specific training on how to operate and become certified in the use of Magnet AXIOM forensic software, as well as other courses related to computer and mobile device forensics relating to software already utilized by the Task Force.
2. This training pass provides Detective Bounds with the required hours needed to maintain his IACIS certification credentials to be certified as both a computer and mobile device examiner, which also helps to maintain credibility as an expert witness during state and federal criminal testimony on Task Force cases.
3. Additionally, this training pass includes the basic AX100 Forensic Fundamental course required by the grant for Detective Bounds to fit grant qualifications as a computer forensic examiner.

## Equipment

| Item  | Description | Unit Cost  | Quantity | Source of Bid   | % of Funding Requested | Total Cost |
|---|-------------|------------|----------|-----------------|------------------------|------------|
| Western Digital EX4100 56 TB Networked Attached Storage |             | \$2,399.99 | 1.0      | Western Digital | 100.0                  | \$2,399.99 |
| Investigator Microsoft Surface Pro Laptop Computers     |             | \$787.99   | 2.0      | Amazon          | 100.0                  | \$1,575.98 |
|   |             |            |          |                 |                        | \$3,975.97 |

## 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?

The following investigators are introduced in the subsequent justifications:

Detective **Tracy Perkins** has been a certified law enforcement officer at the Boone County Sheriff's Department for 26 years. She was assigned full-time to the Task Force in January 2007. Detective Perkins has received over 200 hours of specialized law enforcement training specific to Internet crimes against children. Detective Perkins' primary responsibility is reactive and proactive investigations involving crimes against children through the Internet. Additional duties include surveillance details, testimony in State and Federal criminal proceedings, obtaining search warrants and other legal demands, serving search warrants, preparing and participating in public awareness and education programs, and attending further training for her position.

Detective **Dustin Heckmaster** has been employed by the University of Missouri Police Department for 11 years. He has been assigned as a part-time Cyber Crimes Task Force officer for the past 6 years. Detective Heckmaster's primary responsibilities with the task force include forensic exams of electronic evidence, testimony in State and Federal criminal proceedings, obtaining search warrants, preparing evidence for court, and attending further training for his position.

### Western Digital EX4100 56 TB Networked Attached Storage

The Task Force does not currently have a networked data storage solution. This will be an addition to task force capabilities. Adding network attached storage capabilities for the Task Force will allow investigators and forensic examiners to more easily share, access, and backup evidentiary data to more effectively coordinate casework within the office and prevent against loss of evidentiary data. The Western Digital EX4100 includes 56 terabytes of network storage which will be maintained by the Task Force to ensure data security. This solution is also capable of making data accessible offsite as needed to allow for the secure backup and transfer of data to and from Task Force affiliate agencies without utilizing a third party cloud service, helping to better maintain security over illicit or protected evidentiary data. This hardware will be used by Detectives Andy Evans, Tracy Perkins, Dustin Heckmaster, and Cody Bounds.

### Investigator Microsoft Surface Pro Laptop Computers

These two laptops will be used by all Task Force investigators as needed for their primary duties, including investigations and providing presentations to our service area as required by the grant. Our current equipment is limited for these purposes, as currently we have only one laptop appropriated for investigative

use. The addition of these laptop computers will help to increase productivity in the field and alleviate concerns with the scheduling of presentation requests to ensure laptop availability. The Microsoft Surface Pro is a highly popular and reliable laptop computer, which is extremely portable for usage in the field.

## Supplies/Operations

| Item  | Basis for Cost Estimate | Unit Cost | Quantity | % of Funding Requested | Total Cost |
|---|-------------------------|-----------|----------|------------------------|------------|
| HostGator Website Domain Registration and Hosting | Annual                  | \$308.34  | 1.0      | 100.0                  | \$308.34   |
|   |                         |           |          |                        | \$308.34   |

## 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 a rate change may occur during the project period for an operating expense and a separate line is included in the budget to reflect such change, indicate the effective date of change and the reasoning for such change.*

### HostGator website domain registration & hosting

This is for the annual domain registration and hosting fees associated to the website maintained by the Task Force at [www.bcsdcybercrimes.com](http://www.bcsdcybercrimes.com). This website provides valuable resources to the community, including information on what to do in the event that a possible crime has been committed online and the ability to request presentations or other assistance from the Task Force. The continued implementation of this website helps the Task Force to meet the community outreach requirements set forth by the SCCG grant itself, and is the primary means by which the Task Force maintains a public facing presence, to include providing press releases regarding the impact the Task Force has on our community and service area. The Task Force frequently receives contact requests generated by citizens using the website. Additionally, the website is the main point of contact for law enforcement partners to request Task Force services and download forms. The costs associated to hosting of the website include both server space and SiteLock anti-malware services to protect the website and its users from malicious activity.

## Contractual

| Item  | Basis for Cost Estimate | Unit Cost   | Quantity | % of Funding Requested | Total Cost  |
|---|-------------------------|-------------|----------|------------------------|-------------|
| AccessData Forensic Toolkit (FTK) License Renewal (2)               | Annual                  | \$2,518.88  | 1.0      | 100.0                  | \$2,518.88  |
| ADF Digital Evidence Investigator License Renewal (2)               | Annual                  | \$2,998.00  | 1.0      | 100.0                  | \$2,998.00  |
| BlackBag Analyst Suite Software/License Renewal                     | Annual                  | \$2,410.00  | 1.0      | 100.0                  | \$2,410.00  |
| BlackBag Mobilize Software/License Renewal                          | Annual                  | \$755.00    | 1.0      | 100.0                  | \$755.00    |
| Cellebrite UFED Cloud Analyzer License Renewal                      | Annual                  | \$2,597.66  | 1.0      | 100.0                  | \$2,597.66  |
| Cellebrite UFED Ultimate 4PC License Renewal (2)                    | Annual                  | \$7,322.92  | 1.0      | 100.0                  | \$7,322.92  |
| DeepSpar Disk imager 4 License Renewal                              | Annual                  | \$350.00    | 1.0      | 100.0                  | \$350.00    |
| GetData Forensic Explorer License Renewal                           | Annual                  | \$495.00    | 1.0      | 100.0                  | \$495.00    |
| GrayShift GrayKey Software/License Renewal                          | Annual                  | \$18,000.00 | 1.0      | 100.0                  | \$18,000.00 |
| IACIS Membership  | Annual                  | \$75.00     | 2.0      | 100.0                  | \$150.00    |
| Internet Service  | Monthly                 | \$79.94     | 12.0     | 100.0                  | \$959.28    |
| Magnet AXIOM  | Annual                  | \$5,625.00  | 1.0      | 100.0                  | \$5,625.00  |
| Magnet Forensics Internet Evidence Finder (IEF) License Renewal (2) | Annual                  | \$2,150.00  | 1.0      | 100.0                  | \$2,150.00  |
| Passware Forensic Kit   | Annual                  | \$1,445.00  | 1.0      | 100.0                  | \$1,445.00  |
| Webroot Antivirus Renewal   | Annual                  | \$239.98    | 1.0      | 100.0                  | \$239.98    |
| Wireless Air Card Service   | Monthly                 | \$41.24     | 12.0     | 100.0                  | \$494.88    |
|   |                         |             |          |                        | \$48,511.60 |

## 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 a rate change may occur during the project period for a contractual expense and a separate line is included in the budget to reflect such change, indicate the effective date of change and the reasoning for such change.

### AccessData Forensic Toolkit (FTK) License Renewal

This is for a one-year licensing renewal of existing software (two instances). Both of the current licenses will expire in October of 2020. AccessData FTK is the primary forensic analysis software used by the Task Force for the examination of computer and storage media evidence. This software is used to fully analyze digital evidence, including the recovery of deleted files, as well as create data reports for the prosecution of cases. This software is an essential part of forensic operations, and such operations would cease without it. Detective Cody Bounds and Detective Dustin Heckmaster will use these licenses.

### ADF Digital Evidence Investigator License Renewal

This is for a one-year licensing renewal of existing software (two instances). Both of the current licenses will expire in November of 2020. ADF Digital Evidence Investigator is a software program 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. The capabilities of this software helps locate evidence more quickly and establish probable cause during an active investigation. Detective Cody Bounds and Detective Dustin Heckmaster will use these licenses.

#### **BlackBag Analyst Suite Software/License**

This is for a one-year licensing renewal of an existing software application. The current license expires in May of 2021. BlackBag Technology is largely known as the Apple experts of the forensic analysis software community, as their products are tailored to the forensic artifacts located within Apple based devices, to include both computers and cellular telephones. Having software which specializes in the analysis of Apple devices is very important, as other forensic tools often produce less than desirable results of Apple computers which use Apple's newer filesystem and photo format. The BlackBag Analyst Suite includes BlackLight (for examination of computers), Mobilyze (for examination of mobile devices) MacQuisition (for data extraction of Apple computers), and SoftBlock (a software write-blocking utility to help ensure evidence preservation). The combination of these programs will give the Task Force the ability to preserve, extract, and analyze data from all Apple devices. Additionally, BlackLight and Mobilyze is capable of analyzing non-Apple devices, including Windows and Android – which is important when attempting to verify the analysis results of evidentiary data. This is of particular importance for the verification of mobile device data, as the Task Force currently only has one major program for cellular telephone analysis. This software will be used by Detective Cody Bounds, who holds Certified BlackLight Examiner (CBE) certification through BlackBag.

#### **BlackBag Mobilize Software/License**

This is for a one-year licensing renewal of an existing software application. The current license expires in May of 2021. BlackBag Mobilyze is a software application used for the acquisition, analysis, and reporting of mobile device evidence. This software is largely recognized for its ability to analyze Apple iOS-based devices but is also very proficient in the analysis of Android-based devices as well. Currently, the Task Force has only one major analysis program for mobile device evidence. Adding a secondary, well recognized software application for this purpose helps to verify analysis results between software programs, which is important to the forensic examination process. This instance of Mobilyze (separate instance from the instance included in the Suite described previously) will be used by Detective Dustin Heckmaster. It should be noted that Detective Heckmaster does the majority of his daily work at his primary office on the University of Missouri campus. This is a geographically separate location than the main Task Force offices.

#### **Cellebrite UFED Cloud Analyzer License Renewal**

This is for a one-year licensing renewal of existing software. The current license will expire in February of 2021. 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 and Dropbox. Cellebrite UFED Cloud Analyzer extracts this data in a forensically sound manner and can be an invaluable tool for obtaining data before the account holder deletes it. 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 therefore helps to retrieve valuable evidence which may otherwise be irretrievable. Detectives Tracy Perkins, Andy Evans, Cody Bounds and Dustin Heckmaster use this software.

As previously stated, Detective Heckmaster works primarily out of his office at the University of Missouri. However, he is assigned a vehicle by the University of Missouri Police Department that he is free to use whenever he needs for law enforcement purposes. Additionally, he is issued a key FOB giving him anytime access to Task Force offices at the Boone County Sheriff's Department. These facts give Detective Heckmaster the ability to become mobile when needed to use supplies, hardware, software, and any other task force resources located in the Task Force offices as dictated by specific investigations. Additionally, this software can be used on-scene and away from any office during field operations.

#### **Cellebrite UFED Ultimate 4PC License Renewal**

This is for a one-year licensing renewal of existing software (two instances). These two licenses will expire in October and November of 2020. The Cellebrite Universal Forensic Extraction Device (UFED) Ultimate is the primary software utility used by the Task Force for the extraction, analysis, and reporting of mobile device

evidence including cellular telephones. Mobile devices account for the majority of evidence obtained for forensic analysis by the Task Force. Without this software, the Task Force would no longer be able to examine such evidence or prepare data reports for prosecution of criminal cases. Detectives Tracy Perkins, Andy Evans, Cody Bounds, and Dustin Heckmaster use this software.

#### **DeepSpar Disk Imager 4 License Renewal**

This is for a one-year licensing renewal of existing software and corresponding hardware. The existing license will expire in January of 2020. DeepSpar Data Recovery Systems Disk Imager 4 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 obtainment 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 helps to overcome this obstacle and retrieve this evidence. A license renewal is needed to ensure that the latest firmware and software updates can be obtained for this tool. Detective Cody Bounds and Detective Dustin Heckmaster use this device.

Detective Heckmaster will have access to this software in the previously described manner.

#### **GetData Forensic Explorer License Renewal**

This is for a one-year licensing renewal of an existing software application. The existing license will expire in November of 2020. GetData Forensic Explorer is a forensic analysis software program, and the only software application used by the Task Force which is 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 the suspect used it, 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 step to completing a thorough forensic examination and providing additional confidence in the evidence. 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. Detective Cody Bounds will use this license.

#### **GrayShift GrayKey Software/License**

This is for a one-year licensing renewal of an existing software application. The current license will expire in November of 2020. Currently in the United States, the two dominant cellular telephone operating systems are Google Android and Apple iOS. Approximately 45% of mobile device users in the US use Apple phones with iOS; with mid-Missouri seeming to follow the national trend, based on devices received for forensic examination by our Task Force. All Apple iOS devices have encryption enabled out of the box and are well-known for their advanced security, which often prevents law enforcement from accessing iOS-based devices unless the user voluntarily provides a passcode. Currently, GrayShift GrayKey is the only product in existence which can bypass the user passcode of an iOS device and allow for an examination of the contents. The data extraction performed by GrayKey is also more advanced than other available extraction methods and results in the acquisition of additional data which has been proven to be detrimental to solving criminal cases by our Task Force.

As of this time, we are the only local law enforcement agency in the mid-Missouri area which possesses a GrayKey device. The most effective method for successfully bypassing iPhone security requires the device to remain powered-on and connected to a GrayKey immediately upon device seizure. This makes the local availability of a GrayKey device extremely valuable to the Task Force service area, as we often receive iOS-based devices we are unable to access.

Since obtaining GrayKey, the Task Force has been able to gain access to a significant amount of evidence to assist in criminal prosecution which would not have been acquired otherwise. GrayKey has been a tremendous help to the extraction of data from iPhones for surrounding law enforcement agencies within our service area. This device is maintained and operated by Detective Cody Bounds. GrayKey services are provided by the Task Force to law enforcement agencies in our service area.

#### **IACIS Membership**

This is for one-year membership to the International Association of Computer Investigative Specialists (IACIS) for Detective Cody Bounds and Detective Dustin Heckmaster. Currently, Detective Cody Bounds holds both CFCE and ICMDE certification through IACIS and Detective Heckmaster holds CFCE certification. IACIS is an internationally recognized organization which provides digital forensics training and certification. Membership costs are used for recertification tests, which occur every three years, and also provide access to the IACIS forensic community, which is invaluable for keeping up to date on the forensic

analysis aspects of technology and networking with other forensic analysts when questions about an examination arise.

### **Internet Service**

This is an existing covert Internet account allowing investigators Internet access to areas necessary for their investigations yet restricted through governmental Internet accounts. The Internet service provider is CenturyLink. This is for an additional year of service (12 monthly payments).

### **Magnet AXIOM**

Magnet AXIOM is a forensic examination software suite capable of analyzing both computers and mobile devices alike, including Windows, Apple, and Android based operating systems and related file systems. This software will provide additional capabilities to the Task Force. This software has reached industry level standards and become increasingly popular amongst the forensic community for its reliability and capabilities. Most importantly, it is the only software which integrates GrayShift GrayKey capabilities and also integrates the Magnet IEF (Internet Evidence Finder) software currently utilized by the Task Force. The purchase of this software will help to integrate our existing software and methods into a single streamlined process, cutting down on the total examination time currently required to process cases through multiple programs and thus help to reduce our current backlog of unexamined evidence.

Furthermore, if we are satisfied with the capabilities of Magnet AXIOM after using it for the next year, the Task Force intends to end licensing of Magnet IEF and the AccessData FTK suite to help cut costs and simplify/consolidate our software. This software will be used by Detective Cody Bounds.

### **Magnet Forensics Internet Evidence Finder (IEF) License Renewal**

This is for a one-year licensing renewal of an existing software application (two instances). One license expires in August of 2020 and the other in September of 2020. Magnet IEF is an essential part of forensic operations for the Task Force and is used during nearly every forensic examination. This software often results in finding digital evidence which would have not been found otherwise, and is capable of analyzing computers, mobile devices, and gaming systems. Specifically, this is the only software application used by the Task Force which specializes in finding Internet based artifacts, including those which are of particular importance to proving intent for child pornography distribution and possession, such as peer-to-peer related downloads, Internet history from all popular web browsers, and parsing of user entered Google search terms. Detective Cody Bounds and Detective-Dustin Heckmaster will use these licenses.

### **Passware Forensic Kit**

Passware provides some of the best password breaking and decryption software currently available and is used by many corporations and government agencies, including the United States Department of Homeland Security and NASA. This software will provide additional capabilities to the Task Force. According to Passware, users of this software report up to a 70 percent success rate for bypassing security, which is invaluable to obtaining evidence which a suspect may have encrypted to prevent access by law enforcement. The Task Force has observed an increasing amount of encrypted or password protected evidence which Passware software could assist in accessing, including password protected documents, Microsoft Windows passwords, Apple iTunes backups, encrypted archives, and even full disk encrypted drives. Passware software is designed to automatically utilize system resources for the quickest and most effective performance, making it highly compatible with existing hardware used by the Task Force. Online training is included. This software will be used by Detective Cody Bounds.

### **Webroot Antivirus Renewal**

This is software for anti-virus protection and Internet security. Task Force investigators sometime visit unsavory corners of the internet which greatly increases the chance of encountering a computer virus or other problem. Additionally, forensic examiners run this software on a suspect's computer to determine if there are any viruses currently on the machine. The Task Force investigators will use the software on all undercover computers and forensic machines. This renewal covers 15 computers for an additional year of service.

### **Wireless Air Card Service**

This is an existing wireless Internet account. This service allows investigators to access the Internet on laptop computers when away from the office. For example, this device is sometimes used for enticement investigations when the decoy investigator needs to be at a meeting site or to perform further investigation beyond normal business hours. This is for an additional year of service (12 monthly payments).

**Total Budget**

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**Total Project Cost:**        \$192,034.10

## **Brief History**

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### **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.*

The Task Force has been formally organized since January 2007 when 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 Boone County Sheriff's Department began actively investigating crimes committed through the Internet in 1999. In 2002, the focus turned towards investigating crimes against children including undercover/covert investigations leading to multiple arrests. In 2004, investigators experienced an increase in cases related to the possession and distribution of child pornography. In response to those trends, the original four agencies organized as a task force when Boone County applied for and received Missouri State grant funding in 2007.

In 2010, the Task Force changed its name to the Boone County Sheriff's Department Cyber Crimes Task Force. Since 2010, the Task Force has continued to provide services to its seven-county service area under that name.

## **Statement of the Problem**

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### **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.*

### **Identify the Problem(s)**

The Task Force continues to see children having access to social media accounts and other Internet related technology. With the further integration of this technology in everyday life, the frequency of criminal activity occurring through the use of technology will be more prevalent. The vast majority of cases handled by the Task Force are crimes against children, to include enticement, child pornography, obscenity to minors, sex trafficking, and other forms of child exploitation.

The Task Force continues to experience a steady flow of reactive type cases. Because Electronic Service Providers (ESPs) are mandated reporters, the Task Force expects reporting by ESPs to the National Center for Missing Exploited Children (NCMEC) on activity related to child pornography and other crimes to only increase. Ultimately these cases are referred to the local level (our Task Force) for investigation.

The Task Force continues to receive requests from schools, parent organizations, other civic organizations, and law enforcement partners to provide educational programs designed to identify and mitigate Internet related crimes and dangers as they relate to children.

Additionally, The Task Force conducts forensic examinations related to both child-related and non-child related crimes. The Task Force serves Mid-Missouri law enforcement with forensic examinations and technical assistance. Again, as the technology evolves the demand for forensic analysis on electronic devices will only grow.

### **Current Facts and Statistics**

Refer to the chart below for Task Force yearly statistics. One trend readily apparent from the chart is the steady decline of proactive type cases as the reactive cases increase. This reflects investigators prioritizing reactive cases leaving limited time to perform proactive cases. The other trend is the steady number of forensic cases performed. At the time of this application, there were about 110 pending forensic exams.

| Year | Investigations | Reactive Cases | Proactive Cases | Arrests | Forensic Exams Completed |
|------|----------------|----------------|-----------------|---------|--------------------------|
| 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                      |
| 2017 | 78             | 67             | 10              | 12      | 201                      |
| 2018 | 79             | 74             | 5               | 14      | 241                      |
| 2019 | 101            | 97             | 4               | 14      | 209                      |

In 2019 the Task Force investigated a wide variety of crimes including at least 45 cases of possession of child pornography, 24 cases of promoting/distribution of child pornography, 23 cases involving exploitation/manufacture of child pornography, 2 cases of enticement or sexual misconduct, 2 cases of child molestation/sexual assault, 1 cases of furnishing child pornography to a minor, 2 cases of child sex trafficking/child prostitution, and various other types of cases for a total of 101 cases.

In addition to the forensic exams listed in the table above, the Task Force provided 84 documented instances of technical assistance. This assistance covered the entire range from something as simple as sharing search warrant language, to cracking a password protected word document, to a complicated router interrogation.

### **Identify the existing resources or lack of and demographic and/or geographic specifications to demonstrate a need for funding**

The Task Force relies on SCCG grant resources to cover two out of three full-time salaries. The Boone County Sheriff's Department funds the third full-time position. Grant funding also provides for the vast majority of the training, equipment, hardware, software, and technology related supplies for the Task Force.

Occasionally, the Task Force will receive reimbursement money from the Courts related to forensic examinations performed. In prior years, the Task Force has also received Missouri Internet Crimes Against Children (ICAC) grant money. Some of these funds are unpredictable and historically have provided only a very small percentage of the funds needed to support the Task Force. A reasonable estimate is these funds provide less than 5% of the funding needed to operate the Task Force.

At this time, there are no other local funding options available to replace the SCCG grant funding. Currently only one other law enforcement agency is able and willing to make a significant contribution to Task Force efforts (University of Missouri Police with one part-time investigator). Additionally, no other law enforcement agencies in the service area have investigators as experienced or as highly trained as Task Force investigators. Furthermore, when compared to the Task Force, there are no other law enforcement agencies in the service area that have comparable software, hardware, and/or equipment.

Simply put, there are no other law enforcement agencies in the service area that have the same specialized and focused investigative capabilities. The investigative capabilities offered by this Task Force are the result of thousands of hours of specialized experience and training and are not easily replaceable.

The Task Force serves seven counties. Currently, Task Force investigators handle all National Center for Missing and Exploited Children (NCMEC) CyberTip reports in the seven-county area served by the Task Force. In addition to the reactive cases, the Task Force makes efforts to get out in front of the problems described by performing proactive type investigations.

During 2019, the Task Force presented about 50 educational programs to schools, parent organizations, other civic organizations, and law enforcement partners throughout the seven-county service area. These programs are designed to identify and mitigate Internet related crimes and dangers as they relate to children. Detectives Tracy Perkins and Andy Evans currently present these programs. The Task Force foresees a continued and increasing demand for these type presentations and programs.

In summary, The Task Force would probably not exist, and certainty would not be able to perform at anywhere near the current levels without the assistance of the SCCG grant:

## **Goal #1 - Minimum Standards**

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### **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.*

*In addition, for the following question, the term "ICAC Program Operation and Investigative Standards" is the current title of the ICAC policy manual and subsequently the current online training reference. It should be understood that the name has changed over the years and is subject to change in the future.*

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

#### **Narrative\***

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

Tracy Perkins - March 2015

Andy Evans - May 2015

Cody Bounds - March 2015

Dustin Heckmaster - March 2017

## **Goal # 1 - Minimum Standards**

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## 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 SCCG Solicitation details "minimum training" and "recommended training" for persons performing field investigations, mobile device extractions, online investigations, mobile forensic examinations, or computer forensic examinations. For the following question, the term "minimum required training" includes only the "minimum training" referenced in the SCCG Solicitation. The "recommended training" referenced in the SCCG Solicitation does not apply to this objective/question.

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

Applicants of SCCG funds are required to complete and submit a Minimum Training Checklist to further explain the response to this objective. Download this form by clicking on the hyperlink in the preceding sentence and save the form to your computer or an external storage device. (Do not alter the format or print scale of the form. Applicants may not attach their own or a differing version of this form.) Once the Minimum Training Checklist form is completed and saved locally, browse for the file to upload it here.

Attachment\* 2021SCCGMinimumTrainingChecklist.pdf

If the Minimum Training Checklist form requires revisions:

1. Open the previously saved or uploaded Minimum Training Checklist form
2. Make the necessary changes
3. Save the revised file to your computer or an external storage device
4. Delete the current attachment from WebGrants
5. Browse for and attach the revised file

If you just open the attachment, make the changes, and click Save, the changes will not actually be saved.

## Goal #1 - Minimum Standards

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### 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 task force's protocol or procedure to handle cyber tips received by the task force.
- If No, explain the task force's plan to implement a protocol or procedure to handle cyber tips received by the task force.

The task force administrator (or the investigator assigned administrator duties) will review the basic facts of any CyberTip paying attention to the priority level as assigned by ICAC. The administrator will confirm the priority level is appropriate. The task force administrator will assign the CyberTip as soon as possible to a task force investigator for investigation.

Next, the investigator will verify the CyberTip to have merit and/or an associated crime. The investigator will conduct the investigation consistent with Task Force standards, Boone County Sheriff's Department policies, and ICAC standards. If the CyberTip is deemed to have no merit or no associated crime, the CyberTip will be closed. For active/actionable CyberTips, the investigator assigned the CyberTip will draw a Boone County Sheriff's Department case number and document their investigative efforts in the BCSD records management system (RMS).

All ICAC priority 1 or 2 cases should be opened and reviewed within 2 hours. These investigations are a priority and will be investigated in a timely manner.

All CyberTips will be managed and kept current through the ICAC online data system. This will include current case status, case comments, and the related BCSD case number if applicable.

## Goal #1 - Minimum Standards

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### 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 psychiatric or psychological evaluations and/or counseling available for all task force officers? **Yes**

#### Narrative\*

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

All Task Force investigators have available through their employer an Employee Assistance Program (EAP). Boone County employees have two EAP choices.

The first is administered by Boone Hospital Center. This program is a confidential assessment, short-term counseling, and referral service that provides direction to troubled employees and their families and includes up to five free sessions each year.

The second program, WorkLifeMatters by Guardian, provides guidance for personal issues that an employee might be facing and information about other concerns that may affect an employee. This program includes free telephonic consultation with an EAP counselor 24/7. Referrals to local counselors with three free sessions are also part of the program.

All task force investigators are reminded about and/or made aware of these opportunities each year. This notification takes place in-writing and in-person.

In addition to the voluntary EAP programs described above, there were mandatory training sessions related to employee mental health issues. In a proactive effort to raise awareness of these issues, all Task Force investigators were mandated to take the online class titled "Stress and Your Health". All investigators completed this training in December 2019.

## Goal #2 - Task Force Activities

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### Objective #1.1 - Proactive Activities

For the following question, the term "ongoing" refers to ordinary, typical, continuous, consistent, routine, customary, regular, or habitual efforts. An "ongoing" effort should not be inconsistent, sporadic, irregular, random, or un-routine.

In addition, the term "proactive investigations" refers to investigations that intervene prior to the receipt of a cyber tip, complaint, or suspected/known incident. Proactive investigations include Peer-to-Peer (P2P) file sharing, undercover chats, ads, etc.

**Does the task force have the current manpower and resources to conduct ongoing proactive investigations?\*** Yes

**Narrative\***

- If Yes, describe the task force's proactive investigation efforts, making sure to identify the number of task force officers conducting ongoing proactive investigations.
- If No, explain the reason the task force is not able to conduct ongoing proactive investigations. In addition, explain whether the task force was ever able to conduct ongoing proactive investigations in previous years, and if so, identify what those proactive investigation efforts entailed and the number of task force officers that conducted such ongoing proactive investigations.

*NOTE: Do not disclose the name of specific websites, chat rooms, programs, applications, etc being worked as it could compromise investigative techniques.)*

The Task Force has two Detectives, Tracy Perkins and Andy Evans, who are trained to work proactive investigations.

The Task Force does work proactive cases on an ongoing basis. The number of proactive cases worked is affected by the number of and time spent on reactive cases. Proactive cases are manpower and time intensive, but many times result in excellent cases. We are pleased with our proactive efforts but not satisfied; we are always looking to improve our proactive efforts.

Proactive cases are being worked on peer-to-peer sharing networks, popular social media platforms, online chat rooms, and online advertising forums. These type investigations are fluid in nature as the technology changes. For instance, the social media platform popular today may be not be the same platform being popularly used next year. Investigators make attempts to stay up to date with new platforms and methods of online communication.

## **Goal #2 - Task Force Activities**

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### **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 (e.g. personnel, equipment, etc) available to the task force 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. In addition, explain if there is any plan to establish the means to perform on-site triaging of evidence in the future.

The Task Force performs on-site triaging. In an effort to develop immediate probable cause to arrest suspects, the Task Force began triaging evidence on-scene approximately eight years ago. Currently, conducting triage for the Task Force is Detective Cody Bounds and Detective Dustin Heckmaster.

Currently, the Task Force has two forensic laptops that allow a forensic examiner to process and triage hard drives, external drives, and other media. The Task Force examiners use OS Triage, Paladin, Windows FE, and ADF to preview computers. In addition, the Task Force utilizes Cellebrite UFED 4PC for data dumps on all cell phones and tablets.

Currently the protocols being followed include:

Unless evidence preservation or officer safety concerns dictate otherwise, prior to interaction with the device, photographs are obtained of all electronic items to be triaged.

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 are documented to include the extent of the interaction, the date, and time. If encryption is located, a forensic acquisition of the electronic item is made on-scene if possible.

Dead box items are not powered on for on-scene previewing or triage unless they are being booted to a forensic software application or being bridged by a hardware device capable of write-blocking.

Items determined to contain data of evidentiary value are seized for comprehensive forensic analysis at a later date.

Items of no apparent evidentiary value are not seized.

## **Goal #3 - Educational Activities**

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### **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, revealing too much personal information, etc. Such programs are commonly intended for civic organizations, radio stations, schools/teachers, parents/guardians, teens/children, etc but are not limited to these audiences.*

*In addition, the term "task force service area" refers to the geographic area being served/covered by the task force (generally pursuant to and memorialized by a MOU, MOA, or other form of mutual agreement). Therefore, the term "throughout the task force service area" refers to every county of the geographic coverage area (or at least the greater majority of every county, depending on the size of the service area, the abilities of the task force, and the forums being used to reach such audiences).*

**Has the task force been involved in cyber safety educational programs throughout the task force service area during the prior calendar year?\*** Yes

#### **Narrative\***

- If Yes, identify the cyber safety educational program and describe how and/or by whom the cyber safety educational program was provided and the purpose/goal of the cyber safety educational program, making sure to also identify the geographic area in which the program was provided or the geographic area of the program's audience.*
- If No, as applicable, identify any cyber safety educational program that was provided and describe how and/or by whom the cyber safety educational program was provided and the purpose/goal of the cyber safety educational program, making sure to also identify the geographic area in which the program was provided or the geographic area of the program's audience. Then, in a separate paragraph, explain the reason the task force was not involved in cyber safety educational programs throughout the task force service area during the prior calendar year and identify the plan to get involved in cyber safety educational programs throughout the task force service area in the future.*

*NOTE: If the task force has been involved in more than one cyber safety educational program during the prior calendar year, address each program in a separate paragraph. This will ensure that each paragraph of information is a self-contained explanation of the program.*

In a community outreach effort, Task Force investigators Tracy Perkins and Andy Evans teach in-person classes/presentations on a variety of topics. These topics include Internet safety, sexting, cyber bullying, and parental awareness. The exact topic and length of the class is usually heavily influenced by the organization requesting the presentation. The Task Force presenter will work with the school or organization to identify specific topic(s) of interest and make sure the presentation is age appropriate.

The Task Force presenter will then customize a presentation to satisfy the needs of the school or organization.

The goal of these presentations is to remind students, parents, and the community that activity on the Internet is permanent and to mitigate the potential dangers and negative consequences that come with the use of social media and the Internet.

In 2019 the Task Force made presentations to 34 schools and other community organizations throughout the service area. 2933 students and other persons attended these in-person presentations. Some examples of presentation titles performed in 2019 include *Sexting/Cyberbullying* and *Internet Safety*.

These presentations were taught in diverse geographic areas throughout the greater majority our service area including the Counties of Boone, Callaway, Cooper, Cole, and Howard.

The Task Force maintains a website at [www.bcsdcybercrimes.com](http://www.bcsdcybercrimes.com). This website provides valuable resources to the community, including information on what to do in the event that a possible crime has been committed online and the ability to request presentations or other assistance from the Task Force. The website is the primary means by which the Task Force maintains a public facing presence, to include providing press releases regarding the impact the Task Force has on our community and service area. The Task Force frequently receives contact requests generated by citizens using the website. The website is actively managed with updated and relevant information.

Additionally, during 2019, Tracy Perkins performed 5 public awareness type interviews on television stations KMIZ and KMOU and radio station KBIA. Both TV stations and the radio station broadcast throughout the entire service area including the 7 Counties of Audrain, Boone, Callaway, Cole, Cooper, Howard, and Randolph.

## **Goal #3 - Educational Activities**

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### **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.*

*In addition, the term "task force service area" refers to the geographic area being served/covered by the task force (generally pursuant to and memorialized by a MOU, MOA, or other form of mutual agreement). Therefore, the term "throughout the task force service area" refers to the law enforcement agencies in every county of the geographic coverage area (or at least the greater majority of every county, depending on the size of the service area, the abilities of the task force, and the forums being used to reach such audiences).*

**Has the task force been involved in outreach efforts to law enforcement agencies throughout the task force service area during the prior calendar year?\*** Yes

#### **Narrative\***

- If Yes, identify the outreach effort and describe how and/or by whom the outreach effort was provided and the purpose/goal of the outreach effort, making sure to also identify the geographic jurisdiction(s) in which the outreach was provided or the geographic area(s) of the outreach's audience.*
- If No, as applicable, identify any outreach effort that was provided and describe how and/or by whom the outreach effort was provided and the purpose/goal of the outreach effort, making sure to also identify the geographic jurisdiction(s) in which the outreach was provided or the geographic area(s) of the outreach's audience. Then, in a separate paragraph, explain the reason the task force was not involved in outreach efforts with law enforcement agencies throughout the task force service area during the prior calendar year and identify the plan to get involved in outreach efforts with law enforcement agencies throughout the task force service area in the future.*

*NOTE: If the task force has been involved in more than one outreach effort to law enforcement agencies during the prior calendar year, address each outreach effort in a separate paragraph. This will ensure that each paragraph of information is a self-contained explanation of the outreach effort.*

In a law enforcement outreach effort, Task Force investigators Tracy Perkins and Andy Evans taught in-person classes related to technology based and Internet related investigations to law enforcement partners in 2019. These presentations occurred at Major Case Squad training, School Resource Officer basic training, and during other community presentations. Presentation titles included *Cyber Crimes Awareness*, *Internet Crimes* and *Digital Forensics*.

The goal of these programs is to educate law enforcement partners about digital investigations. Goals include a basic understanding of how to identify digital evidence, preserving such evidence, and collecting and seizing digital evidence for an investigation. In addition, law enforcement partners gain a valuable contact (the Task Force) for support or questions regarding these types of investigations.

In 2019 fiscal year the Task Force made six of these presentations to law enforcement. 112 law enforcement officers attended these presentations. These presentations were attended by law enforcement from throughout the entire Task Force service area including the 7 Counties of Audrain, Boone, Callaway, Cole, Cooper, Howard, and Randolph.

The Task Force maintains a website at [www.bcsdcybercrimes.com](http://www.bcsdcybercrimes.com). The website is the main point of contact for law enforcement partners to request Task Force services and download forms. The website is actively managed with updated and relevant information.

Additionally, in an outreach effort, a quarterly newsletter is emailed to all prosecutors and sheriff's departments in the entire seven-county service area. This newsletter is distributed by email on a quarterly basis to our law enforcement partners. Information contained in the newsletter includes investigative techniques, evidence best practices, lessons learned/case studies, new technology, Task Force services offered, and current/new case law.

Examples of the newsletter were uploaded and submitted with this application.

## **Goal #3 - Educational Activities**

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### **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.*

*In addition, the term "task force service area" refers to the geographic area being served/covered by the task force (generally pursuant to and memorialized by a MOU, MOA, or other form of mutual agreement). Therefore, the term "throughout the task force service area" refers to the prosecutors and/or federal attorneys in every county of the geographic coverage area (or at least the greater majority of every county, depending on the size of the service area, the abilities of the task force, and the forums being used to reach such audiences).*

**Has the task force been involved in outreach efforts to prosecutors and/or federal attorneys throughout the task force service area during the prior calendar year?\***      Yes

#### **Narrative\***

- If Yes, identify the outreach effort and describe how and/or by whom the outreach effort was provided and the purpose/goal of the outreach effort, making sure to also identify the geographic jurisdiction(s) in which the outreach was provided or the geographic area(s) of the outreach's audience.*
- If No, as applicable, identify any outreach effort that was provided and describe how and/or by whom the outreach effort was provided and the purpose/goal of the outreach effort, making sure to also identify the geographic jurisdiction(s) in which the outreach was provided or the geographic area(s) of the outreach's audience. Then, in a separate paragraph, explain the reason the task force was not involved in outreach efforts with prosecutors and/or federal attorneys throughout the task force service area during the prior calendar year and identify the plan to get involved in outreach efforts with prosecutors and/or federal attorneys throughout the task force service area in the future.*

*NOTE: If the task force has been involved in more than one outreach effort to prosecutors and/or federal attorneys during the prior calendar year, address each outreach effort in a separate paragraph. This will ensure that each paragraph of information is a self-contained explanation of the outreach effort.*

In an effort to provide information to and develop professional relationships within our seven-county Mid-Missouri service area, the Task Force makes it a priority to educate and communicate with the seven State prosecutor's offices in our service area. In 2019, the Task Force successfully worked with every County Prosecuting Attorney's Office in the service area. Our Task Force has the advantage of being physically located in the very center of our service area. Every county we serve touches Boone County and no county prosecutor's office is more than a 30-minute drive away. This means investigators have a personal, face-to-face professional relationship with all prosecutors in our service area.

Most of the contact with prosecutors is casework related. However, casework cannot be easily separated from "outreach". During these meetings new or alternative investigative techniques or tools may be discussed thus educating prosecutors about the task forces' investigative abilities. Prosecutors may recommend interview techniques or specific investigative steps to strengthen a case. In summary, these meetings and working cases together offer great opportunities for open communication, clear expectations, and knowledge sharing. All are vital components of "outreach".

Additionally, in an outreach effort, a quarterly newsletter is emailed to all prosecutors and sheriff's departments in the entire seven-county service area. This newsletter is distributed by email on a quarterly basis to our law enforcement partners. Information contained in the newsletter includes investigative techniques, evidence best practices, lessons learned/case studies, new technology, Task Force services offered, and current/new case law.

Examples of the newsletter were uploaded and submitted with this application.

## **Goal #3 - Educational Activities**

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### **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.*

*Lastly, the term "task force service area" refers to the geographic area being served/covered by the task force (generally pursuant to and memorialized by a MOU, MOA, or other form of mutual agreement). Therefore, the term "throughout the task force service area" refers to the allied professionals in every county of the geographic coverage area (or at least the greater majority of every county, depending on the size of the service area, the abilities of the task force, and the forums being used to reach such audiences).*

**Has the task force been involved in outreach efforts to allied professionals throughout the task force service area during the prior calendar year?\*** Yes

#### **Narrative\***

- If Yes, identify the outreach effort and describe how and/or by whom the outreach effort was provided and the purpose/goal of the outreach effort, making sure to also identify the geographic jurisdiction(s) in which the outreach was provided or the geographic area(s) of the outreach's audience.*
- If No, as applicable, identify any outreach effort that was provided and describe how and/or by whom the outreach effort was provided and the purpose/goal of the outreach effort, making sure to also identify the geographic jurisdiction(s) in which the outreach was provided or the geographic area(s) of the outreach's audience. Then, in a separate paragraph, explain the reason the task force was not involved in outreach efforts with allied professionals throughout the task force service area during the prior calendar year and identify the plan to get involved in outreach efforts with allied professionals throughout the task force service area in the future.*

*NOTE: If the task force has been involved in more than one outreach effort to allied professionals during the prior calendar year,*

address each outreach effort in a separate paragraph. This will ensure that each paragraph of information is a self-contained explanation of the outreach effort.

In 2019 Detective Tracy Perkins and Detective Andy Evans made several presentations to allied professionals. Presentations were made at Columbia College, University of Missouri - Columbia, Burrell Behavioral Health, and Fulton Crisis Intervention Team. At least 200 allied professionals attended these in-person presentations including mental health professionals, mental health counselors, social work and criminal justice majors, and social work professionals. All these presentations were given in the Task Force service area including the counties of Boone, Callaway, and Cooper, however, specific areas where the attendees were from or work is not known.

The goals of these training sessions are to help allied professionals better understand what potential dangers children are exposed to on the Internet and mitigate the potential dangers and negative consequences that come with the use of social media and the Internet.

The Task Force maintains a website at [www.bcsdcybercrimes.com](http://www.bcsdcybercrimes.com). This website provides valuable resources to the community, including information on what to do in the event that a possible crime has been committed online and the ability to request presentations or other assistance from the Task Force. The website is the primary means by which the Task Force maintains a public facing presence, to include providing press releases regarding the impact the Task Force has on our community and service area. The Task Force frequently receives contact requests generated by citizens using the website. The website is also the main point of contact for law enforcement partners and allied professionals to request Task Force services, download forms, and access educational materials. The website is actively managed with updated and relevant information.

## **Goal #4 - Collaboration with Other Agencies**

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### **Objective #1.1 - Information Sharing**

*For the following question, the term "task force service area" refers to the geographic area being served/covered by the task force (generally pursuant to and memorialized by a MOU, MOA, or other form of mutual agreement). Therefore, the term "throughout the task force service area" refers to the agencies in every county of the geographic coverage area (or at least the greater majority of every county, depending on the size of the service area, the abilities of the task force, and the forums being used to reach such audiences).*

**Does the task force participate in meetings, generate newsletters, or partake in any other information forum to share task force information with the agencies throughout the task force service area? \*** Yes

#### **Narrative\***

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

In an information sharing effort, a quarterly newsletter is emailed to all prosecutors and sheriff's departments in the entire seven-county service area. This newsletter is distributed by email on a quarterly basis to our law enforcement partners. Information contained in the newsletter includes investigative techniques, evidence best practices, lessons learned/case studies, new technology, Task Force services offered, and current/new case law.

Examples of the newsletter were uploaded and submitted with this application.

Additionally, The Task Force maintains a website at [www.bcsdcybercrimes.com](http://www.bcsdcybercrimes.com). This website provides valuable resources to the community, including information on what to do in the event that a possible crime has been committed online and the ability to request presentations or other assistance from the Task Force. The website is the primary means by which the Task Force maintains a public facing presence, to include providing press releases regarding the impact the Task Force has on our community and service area. The Task Force frequently receives contact requests generated by citizens using the website. The website is also the main point of contact for law enforcement partners and allied professionals to request Task Force services, download forms, and access educational materials. The website is actively managed with updated and relevant information.

## **Goal #4 - Collaboration with Other Agencies**

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### **Objective #2.1 - Investment**

*For the following question, the term "committee" refers to an oversight group, board of directors, steering committee, advisory council, etc that is organized separate from the applicant agency and consists of member agencies from the task force service area.*

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

#### **Narrative\***

- If Yes, identify the committee's composition by agency (exclude the names of the individual committee members), the frequency in which the committee meets, and the purpose of the committee, 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 committee to oversee the task force's operational and/or financial matters.*

During the application process, the grant is reviewed by the Boone County Auditor and approved by the Boone County Commission. After the grant is awarded, the final budget is approved, and funds allocated by the County Commission. Furthermore, the Sheriff's Department budget administrator monitors the grant and makes the actual requests to spend the funds. These expenditure requests receive final approval through the County Auditor's office, Treasurer's office, and for certain high value purchases, the Purchasing Department.

Day to day supervision of the Task Force is performed by the Boone County Sheriff's Department Investigations Lieutenant. If any unexpected operational or financial matters arise, Boone County Sheriff Dwayne Carey is notified, and a decision will be made by the Sheriff as necessary.

Although the Task Force services a seven-county area in Mid-Missouri, it is physically based at the Boone County Sheriff's Department (BCSD). Additionally, all full-time investigators are employed by BCSD. The University of Missouri Police Department and the Federal Bureau of Investigation each provide one part-time investigator to the Task Force. The Boone County Prosecutor's Officer provides a part-time prosecutor to the Task Force. No other agencies contribute personnel or other monetary resources to the Task Force.

The Boone County Sheriff's Department understands the recommendation to establish a committee, however, until additional agencies are able and willing to make a more substantial commitment to the Task Force (provide personnel or other monetary resources), formation of such a committee is not practical. MOU signers have not recently been formally asked to contribute resources. However, because of budget situations, it is highly unlikely that other agencies are willing and able to contribute. For the time

being, oversight of budgetary and operational issues will continue to be performed by Boone County and the Boone County Sheriff's Department.

## **Goal #4 - Collaboration with Other Agencies**

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### **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.

In addition, the term "resources" includes personnel, currency, equipment, office space, office supplies, etc. 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. A contributed "resource" generally results in a monetary loss by the donating agency (whether as cash or an in-kind contribution) and a monetary gain by the receiving agency (whether as cash or an in-kind contribution).

**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. Then, next to the name of each agency listed, list its respective contribution(s) and the approximate monetary value of the contribution.
- If No, list each of the agencies signing the MOU. Then, next to the name of each agency listed, list its respective contribution(s) and the approximate monetary value of the 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 signing an MOU:**

##### **Boone County Sheriff's Department**

- one full-time investigator salary and benefits (\$67,000). Task Force office space, associated costs, offices supplies, and office equipment (accounting methods are not currently used that would allow accurate estimation of this contribution). Three vehicles (\$75,000). Overtime expenses for three full-time investigators (\$10,000)

##### **University of Missouri Police Department**

- one part-time forensic examiner salary and associated costs for time spent on Task Force business (\$30,000.00)

##### **Federal Bureau of Investigation**

- one part-time investigator salary and associated costs for time spent on Task Force business (\$40,000.00)

##### **Boone County Prosecutor's Office**

- one part-time assistant prosecutor salary and associated costs for time spent on Task Force business (\$15,000.00)

#### **Associate agencies signing an MOU:**

Callaway County Sheriff's Department

- Not contributing resources because of limited resources/budgets

Cole County Sheriff's Department

- Not contributing resources because of limited resources/budgets

Cooper County Sheriff's Department

- Not contributing resources because of limited resources/budgets

Howard County Sheriff's Department

- Not contributing resources because of limited resources/budgets

Randolph County Sheriff's Department

- Not contributing resources because of limited resources/budgets

Audrain County Sheriff's Department

- Not contributing resources because of limited resources/budgets

Hallsville Police Department

- Not contributing resources because of limited resources/budgets

Centralia Police Department

- Not contributing resources because of limited resources/budgets

Ashland Police Department

- Not contributing resources because of limited resources/budgets

Jefferson City Police Department

- Not contributing resources because of limited resources/budgets

Fulton Police Department

- Not contributing resources because of limited resources/budgets

Holts Summit Police Department

- Not contributing resources because of limited resources/budgets

Auxvasse Police Department

- Not contributing resources because of limited resources/budgets

Boonville Police Department

- Not contributing resources because of limited resources/budgets

New Franklin Police Department

- Not contributing resources because of limited resources/budgets

Fayette Police Department

- Not contributing resources because of limited resources/budgets

Mexico Department of Public Safety

- Not contributing resources because of limited resources/budgets

Moberly Police Department

- Not contributing resources because of limited resources/budgets

## **Type of Program**

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### **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 on the "Other Attachments" application form.*

The Boone County Sheriff's Department Cyber Crimes Task Force is a cooperative effort between participating Mid-Missouri law enforcement agencies across a seven-county area.

### **Services provided by the project:**

The primary 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 technology. These investigations include both undercover (proactive) and complaint driven (reactive) investigations.

The Task Force also provides forensic examinations of computers, cellular phones, and other electronic media to law enforcement agencies and prosecuting attorneys. When requested by prosecutors, investigators provide expert testimony in court proceedings related to Task Force investigations and/or technology intensive investigations.

Additionally, in an effort to improve public safety for children and the community, investigators assigned to the Task Force organize and participate in educational programs and public awareness events. The goal is to mitigate the potential dangers and negative consequences that come with the use of social media, the Internet, and related technology. Recipients of these programs include schools, parents, community organizations, and other law enforcement partners.

The Task Force maintains a web site, [www.bcsdcybercrimes.com](http://www.bcsdcybercrimes.com), which provides information and resources for families, schools, and the community to request services. In addition, the website has resources for area law enforcement to access information, resources, and request forensic examinations.

### **Who will provide services:**

Currently, the Task Force is comprised of three full-time investigators from the Boone County Sheriff's Department, including one full-time forensic examiner. The bulk of the Task Force services described above are performed by these three full-time investigators.

The Task Force does have a second part-time forensic examiner, contributed by the University of Missouri Police Department, who helps with the substantial number of forensic exams being performed by the Task Force.

Since 2010, the Federal Bureau of Investigations (FBI) has been a member agency with the Task Force. The FBI makes every effort to assist the Task Force with investigations that may have a Federal nexus or other business as needed.

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 Boone County cases originating from a Task Force investigation. The Boone County Prosecutor also provides case law and legal opinions related to Task Force investigations.

Other associated Task Force member agencies provide assistance and services as needed usually when a Task Force investigation occurs in their respective service areas.

**How the services be provided:**

The Task Force will provide services to the citizens of Boone County and the other counties in our service area by handling Internet and technology related investigations of crimes against children whether they be complaint driven, a CyberTips received, and/or proactive investigations.

Additionally, The Task Force continues to provide much needed investigative and specialized technical assistance in Mid-Missouri to law enforcement efforts related to cyber-crimes against children.

The Task Force maintains cutting edge, specialized hardware, software and other equipment. Investigators have the specialized expertise and experience to use these powerful tools during investigations. Through training and networking, the Task Force is constantly making efforts to stay relevant with new knowledge and skills in the constantly evolving cyber/digital landscape.

On a yearly basis the Task Force completes over 40 in-person public safety/awareness presentations related to Internet crimes against children reaching thousands of attendees. Radio and television interviews and a quarterly newsletter are also part of these outreach efforts.

The Boone County Sheriff's Department is committed to providing the services described and enjoys its position as host to the Boone County Cyber Crimes Task Force, the premier cyber-crimes investigative unit in Mid-Missouri:

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## **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.*

Current funding (2020 SCCG) for the recurring costs included in this application end on May 31, 2020. 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 equipment or training.

In past years, the Task Force has received limited funds from the Missouri ICAC grant, court ordered restitution, and forfeiture money. The amounts vary each year and even in the best years only represent a very small percentage of the funds requested through the SCCG grant. A reasonable estimate is these funds provide less than 5% of the funding needed to operate the Task Force. If such funds are received, the money will not be used to pay for items included in this SCCG grant application. When available, the Task Force uses this money for unexpected training, equipment, supplies, and other operational expenses not covered by the SCCG grant.

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## **Audit Requirements**

Date last audit was

June 28, 2019

completed:\*

Date(s) covered by last audit: January 1, 2018 to December 31, 2018

Last audit performed by: RubinBrown LLP

Phone number of auditor: 314-290-3300

Date of next audit: May 2020

Date(s) to be covered by next audit: January 1, 2019 to December 31, 2019

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: \$2,424,456.00

State Amount: \$2,593,791.00

## Required Attachments

| Attachment                        | Description                 | File Name                       | Type | File Size |
|-----------------------------------|-----------------------------|---------------------------------|------|-----------|
| Memorandum of Understanding (MOU) | Boone County MOUs 2021 SCCG | 2021 SCCG Application MOUs .pdf | pdf  | 7.9 MB    |

## Other Attachments

| File Name                                       | Description                        | File Size |
|---|------------------------------------|-----------|
| 2020 Benefit Letter for Grant Reimb.pdf (81 KB) | 2020 Boone County Benefits Letter  | 81 KB     |
| 2020 MAC Trust Rates.pdf (249 KB)               | 2020 MAC Trust Workers' Comp Rates | 249 KB    |
| 2020-2021 SCCG Grant PROPOSED.pdf (416 KB)      | 2020-2021 SCCG Grant PROPOSED      | 416 KB    |
| BCSDCCTF Newsletter 1920-1.pdf (158 KB)         | BCSD Cyber Crimes TF Newsletter 1  | 158 KB    |
| BCSDCCTF Newsletter 1920-2.pdf (136 KB)         | BCSD Cyber Crimes TF Newsletter 2  | 136 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:

2021 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.\***

**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:\***

**Job Title:\***

**Date:\***



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR



STATE CYBER CRIME GRANT (SCCG)  
2021 CERTIFIED ASSURANCES

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

**General:**

1. **Governing Directives:** The Subrecipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the "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 participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
3. **Non-Supplanting:** The Subrecipient assures that state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
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' component, and/or 'Budget' component 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 (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.
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, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.
7. **Criminal Activity:** The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this

subaward is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

8. **Reporting Potential Fraud, Waste, and Abuse:** The Subrecipient shall not make false statements or claims in connection with any funds subawarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:

- (a) Submitted a claim that violates 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.

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

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

Email: [dpsinfo@dps.mo.gov](mailto:dpsinfo@dps.mo.gov)

DPS Fax: (573) 751-5399

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

9. **Non-Disclosure Agreements:** The Subrecipient assures that it will not prohibit or otherwise restrict, or purport to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the Missouri Department of Public Safety or other agency authorized to receive such information.

In accepting this subaward, the Subrecipient:

- (a) Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and
- (b) Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit

resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.

10. **Fair Labor Standards Act:** All Subrecipients of state funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
11. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

12. **Relationship:** The Subrecipient agrees that it will represent itself to be an independent Subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
13. **Texting While Driving:** The Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
14. **Drug-Free Workplace:** The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Subrecipient's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

Email: [dpsinfo@dps.mo.gov](mailto:dpsinfo@dps.mo.gov)

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**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 costs under this subaward, 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:** The Subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.
3. **Duplicative Funding:** The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.
4. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the "SCCG Solicitation". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.
5. **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.
6. **Program Income:** The Subrecipient agrees to account for program income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all program income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.
7. **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 \$10,000 may be purchased with prudence on the open market.
  - (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
  - (d) Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
  - (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
  - (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.
8. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.
  9. **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.
  10. **Debarment/Suspension:** The Subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The Subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this subaward.
  11. **Audit:** The Subrecipient acknowledges that an audit is required for the agency fiscal year when state financial assistance (which consists of all monies received from the State 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 within 60 days of the project period start date if it has met the requirements to have an audit.
  12. **Suspension/Termination of Subaward:** The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

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

13. **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. **Uniform Crime Reporting (UCR):** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.
2. **Vehicle Stops:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.
3. **Federal Equitable Sharing Funds:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri State Auditor.
4. **Custodial Interrogations:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
5. **DWI Law – Law Enforcement:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
6. **Information Sharing:** The Subrecipient agrees to share information and cooperate with the Missouri Department of Social Services, Missouri State Highway Patrol, and existing Internet Crimes Against Children (ICAC) task force programs.
7. **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.
8. **Time Records Requirement:** The Subrecipient assures that all project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.

## 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:

### 2021 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  No

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:\*

Job Title:\*

Date:\*

*David K. Atwood*  
Presiding Commissioner  
3.5.2020 

| 2020-2021 SCCG Grant PROPOSED                                 |               |      |      |             |                       |
|---|---------------|------|------|-------------|-----------------------|
| Description   | Total         | 2020 | 2021 | Action Date | Notes                 |
| <b>Personnel</b>  |               |      |      |             |                       |
| Detective salary - Andy Evans                                 | \$ 53,608.36  |      |      |             |                       |
| Detective salary - Cody Bounds                                | \$ 54,158.78  |      |      |             |                       |
| <b>Personnel Benefits</b>                                     |               |      |      |             |                       |
| Fica/Medicare - Both  | \$ 8,244.19   |      |      |             |                       |
| Medical Insurance - Both                                      | \$ 12,168.00  |      |      |             |                       |
| Pension/Retirement - Both - 401(a) match                      | \$ 1,300.00   |      |      |             |                       |
| Workers Comp - Both   | \$ 3,674.86   |      |      |             |                       |
| <b>Personnel - Overtime</b>                                   |               |      |      |             |                       |
| N/A   |               |      |      |             |                       |
| <b>Training/Travel</b>  |               |      |      |             |                       |
| Cellebrite Certified Physical Analyst (CCPA) Re-certification | \$ 289.00     |      |      |             |                       |
| Magnet Training Annual Pass (TAP)                             | \$ 5,795.00   |      |      |             |                       |
| <b>Equipment</b>  |               |      |      |             |                       |
| Western Digital EX4100 56 TB Networked Attached Storage       | \$ 2,399.99   |      |      |             |                       |
| Investigator Microsoft Surface Pro Laptop Computers           | \$ 1,575.98   |      |      |             | 2 @ 787.99            |
| <b>Supplies/Operations</b>                                    |               |      |      |             |                       |
| HostGator Website Domain Registration and Hosting             | \$ 308.34     |      |      |             |                       |
| <b>Contractual</b>  |               |      |      |             |                       |
| AccessData Forensic Toolkit (FTK) License Renewal (2)         | \$ 2,518.88   |      |      |             | 2 @ 1259.44           |
| ADF Digital Evidence Investigator License Renewal (2)         | \$ 2,998.00   |      |      |             | 2 @ 1490.00           |
| BlackBag Analyst Suite Software/License Renewal               | \$ 2,410.00   |      |      |             |                       |
| BlackBag Mobilize Software/License Renewal                    | \$ 755.00     |      |      |             |                       |
| Cellebrite UFED Cloud Analyzer License Renewal                | \$ 2,597.66   |      |      |             |                       |
| Cellebrite UFED Ultimate 4PC License Renewal (2)              | \$ 7,322.92   |      |      |             | 2 @ 3661.46           |
| Deepspare Disk imager 4 License Renewal                       | \$ 350.00     |      |      |             |                       |
| GetData Forensic Explorer License Renewal                     | \$ 495.00     |      |      |             |                       |
| GrayShift GrayKey Software/License Renewal                    | \$ 18,000.00  |      |      |             |                       |
| IACIS Membership (2)  | \$ 150.00     |      |      |             | 2 @ 75                |
| Internet Service  | \$ 959.28     |      |      |             |                       |
| Magnet AXIOM  | \$ 5,625.00   |      |      |             |                       |
| Magnet Internet Evidence Finder (IEF) License Renewal (2)     | \$ 2,150.00   |      |      |             | 2 @ 1075.00           |
| Passware Forensic Kit   | \$ 1,445.00   |      |      |             |                       |
| Webroot Antivirus - Renewal                                   | \$ 239.98     |      |      |             | 15 instances/licenses |
| Wireless Air Card Service                                     | \$ 494.88     |      |      |             |                       |
| SCCG Total  | \$ 192,034.10 |      |      |             |                       |

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 5th day of March 20 20

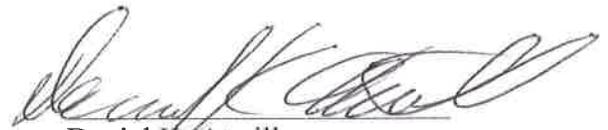
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the request to authorize the re-activation of position 700, Lead Deputy Collector, Range 27, as well as the de-activation of position 566, Accountant II, Range 41. If at a later date, the Boone County Collector determines that staffing needs are better met by a return to the Accountant II position, or some other reorganization, the Collector will make such a change during the annual budget process.

Done this 5th day of March 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Fred J. Parry  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the 5th day of March 20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the request to authorize hiring a temporary part-time Intern, Range 19 (Classification Code 901100) in the Prosecuting Attorney's Office, Department 1262. The position is to be budgeted at a maximum of 500 hours in 2020 and the County Commission does hereby authorize an appropriation of \$6,000.00 for the salary of said position. If the Prosecutor's Office seeks to retain the position in 2021, it will make such a request for additional hours in the annual budget process.

Done this 5th day of March 2020.

ATTEST:

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

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

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

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ca.

March Session of the January Adjourned

Term. 2020

In the County Commission of said county, on the

5th

day of

March

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached 2020 Annual Consultant Services Agreements for Professional Services with the following:

Crockett Geotechnical-Testing Lab  
Midwest Engineering Group, LLC

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

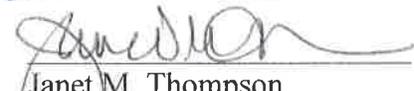
Done this 5th day of March 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 5 day of March, 2020, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Crockett Geotechnical-Testing Lab (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2020 or the date of full execution; whichever is later and run through the calendar year ending on December 31, 2020. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

2.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**CROCKETT GEOTECHNICAL-TESTING LAB**

**BOONE COUNTY, MISSOURI**

By Eric A Adhd

By [Signature]

Presiding Commissioner

Title Partner

Dated: 2/25/2020

Dated: 3.5.2020

APPROVED AS TO FORM:

ATTEST:

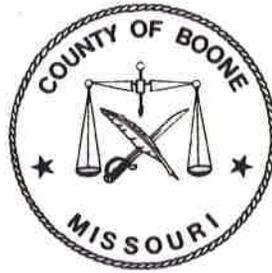
C. J. [Signature]  
County Attorney

Brianna [Signature]  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Resource Management





**Crockett Geotechnical-  
Testing Lab**

**2020 Discipline List**

*Instructions: Please place a check mark in the  
Services Offered box next to those disciplines  
provided by your firm*

| Discipline                    | Services Offered |
|-------------------------------|------------------|
| Architecture                  |                  |
| Bridge Design                 |                  |
| Civil Engineering             |                  |
| Construction Management       |                  |
| Electrical Engineering        |                  |
| Geotechnical Engineering      | XX               |
| Lab Testing                   | XX               |
| Mechanical Engineering        |                  |
| Planning                      |                  |
| Structural Engineering        |                  |
| Surveying                     |                  |
| Traffic                       |                  |
| Transportation                |                  |
| Acoustical                    |                  |
| Building Enclosure Consulting |                  |
| Control System Integration    |                  |
| Design/Build                  |                  |
| Environmental                 |                  |
| Forensic                      | XX               |
| GIS                           |                  |
| Industrial                    |                  |
| Interior Design               |                  |
| Landscape Architecture        |                  |
| Natural Gas                   |                  |
| Photogrammetry                |                  |
| Telecommunications            |                  |
| Water Resources               |                  |

Reviewed by: *Jm*

# CROCKETT

## GEOTECHNICAL - TESTING LAB

### 2020 FEE SCHEDULE

#### PERSONNEL

|                                      |    |               |
|--------------------------------------|----|---------------|
| Clerical.....                        | \$ | 60.00 /hour   |
| Technician I.....                    | \$ | 50.00 /hour * |
| Technician II.....                   | \$ | 55.00 /hour * |
| Technician III.....                  | \$ | 60.00 /hour * |
| Technician IV.....                   | \$ | 70.00 /hour * |
| AWS Certified Welding Inspector..... | \$ | 90.00 /hour * |
| Professional I.....                  | \$ | 90.00 /hour   |
| Professional II.....                 | \$ | 100.00 /hour  |
| Professional III.....                | \$ | 120.00 /hour  |
| Professional IV.....                 | \$ | 140.00 /hour  |
| Professional V.....                  | \$ | 160.00 /hour  |

\* Hourly charges will be billed in 0.5 hour increments. There is a minimum charge of 2 hours.

#### EXPENSES AND SUPPLIES

|   |    |                 |
|---|----|-----------------|
| Mileage (if outside city limits of Columbia)..... | \$ | 0.58 /mile      |
| Trip Charge (in lieu of mileage).....             |    | by quote        |
| Per Diem.....                                     | \$ | 130.00 /man/day |
| Per Diem (last day of travel).....                | \$ | 30.00 /man/day  |
| Supplies.....                                     |    | Cost            |

#### CONCRETE AND MASONRY

|  |    |               |
|--|----|---------------|
| Compressive Strength of Concrete Cylinder.....                               | \$ | 15.00 each    |
| Capping of Concrete Cylinder.....  | \$ | 10.00 each    |
| Flexural Strength of Concrete Beam.....                                      | \$ | 75.00 each    |
| Concrete Core Measurement and Compressive Strength.....                      | \$ | 55.00 each    |
| D-Meter Walking Floor Profiler.....  | \$ | 150.00 /day   |
| Anhydrous Calcium Chloride Test Unit.....                                    | \$ | 25.00 each    |
| Relative Humidity Probe and Digital Meter.....                               | \$ | 100.00 /day   |
| Concrete Mix Verification.....   |    | by quote      |
| Concrete Trial Batch.....  |    | by quote      |
| Hardened Air Content of Concrete.....  | \$ | 500.00 each   |
| Petrographic Examination of Concrete.....                                    | \$ | 1,500.00 each |
| Compressive Strength of 2-inch Mortar or Grout Cube.....                     | \$ | 25.00 each    |
| Compressive Strength of 3x6-inch Grout Prism.....                            | \$ | 25.00 each    |
| Compressive Strength of CMU (minimum of three).....                          | \$ | 75.00 each    |
| Dimensions, Density, Absorption, and Net Area of CMU (minimum of three)..... | \$ | 92.50 each    |
| Compressive Strength of CMU Prism, Hollow.....                               | \$ | 130.00 each   |

#### STRUCTURAL STEEL

|  |    |             |
|--|----|-------------|
| Nondestructive Testing (NDT) Technician, Equipment, and Materials..... |    | by quote    |
| Skidmore-Wilhelm Bolt Tension Measurement Device.....                  | \$ | 150.00 /day |
| Anchor Bolt Load Testing Equipment.....                                | \$ | 100.00 /day |

#### FIREPROOFING

|  |    |             |
|--|----|-------------|
| Density of Sprayed Fire-Resistive Materials.....           | \$ | 25.00 each  |
| Cohesion/Adhesion of Sprayed Fire-Resistive Materials..... | \$ | 5.00 each   |
| Intumescent Fireproofing Thickness Gauge.....              | \$ | 100.00 /day |

# CROCKETT

## GEOTECHNICAL - TESTING LAB

### 2020 FEE SCHEDULE (continued)

#### AGGREGATES AND SOILS

|   |    |        |          |
|---|----|--------|----------|
| Unit Weight of Aggregate.....   | \$ | 75.00  | each     |
| Organic Impurities in Fine Aggregates.....                                | \$ | 50.00  | each     |
| Specific Gravity and Absorption of Coarse or Fine Aggregate.....          | \$ | 100.00 | each     |
| Deleterious Content of Aggregates (MoDOT TM 71).....                      | \$ | 100.00 | each     |
| Soundness of Aggregates, Sodium Sulfate or Magnesium Sulfate.....         | \$ | 415.00 | each     |
| Lightweight Particles in Aggregate.....                                   | \$ | 160.00 | each     |
| Abrasion of Coarse Aggregate.....   | \$ | 270.00 | each     |
| Clay Lumps and Friable Particles in Aggregates.....                       | \$ | 65.00  | each     |
| Uncompacted Void Content of Fine Aggregate.....                           |    |        | by quote |
| Sand Equivalent of Soils and Fine Aggregate.....                          |    |        | by quote |
| Flat, Elongated, or Flat and Elongated Particles in Coarse Aggregate..... |    |        | by quote |
| Percentage of Fractured Particles in Coarse Aggregate.....                |    |        | by quote |
| Materials Finer Than No. 200 Sieve in Aggregates or Soils by Washing..... | \$ | 50.00  | each     |
| Sieve Analysis of Fine and Coarse Aggregates.....                         | \$ | 75.00  | each     |
| Moisture Content of Aggregate or Soil (by oven).....                      | \$ | 10.00  | each     |
| Standard Proctor.....   | \$ | 150.00 | each     |
| Standard Proctor, treated.....  | \$ | 200.00 | each     |
| Modified Proctor.....   | \$ | 175.00 | each     |
| Correction for Oversize Particles.....                                    | \$ | 25.00  | each     |
| Atterberg Limits (One-Point Method).....                                  | \$ | 60.00  | each     |
| California Bearing Ratio (CBR), per point.....                            | \$ | 200.00 | each     |
| Particle-Size Analysis of Soils (hydrometer).....                         | \$ | 100.00 | each     |
| Particle-Size Analysis of Soils (sieve and hydrometer).....               | \$ | 150.00 | each     |
| USCS or AASHTO Classification of Soils and Soil-Aggregate Mixtures.....   | \$ | 10.00  | each     |
| Density of Soil (Shelby tube specimen).....                               | \$ | 15.00  | each     |
| Unconfined Compressive Strength of Soils.....                             | \$ | 35.00  | each     |
| Compressive Strength of Rock Core.....                                    | \$ | 50.00  | each     |
| Organic Content of Soils (by heating).....                                | \$ | 50.00  | each     |
| One-Dimensional Swell or Collapse of Soils (single pressure).....         | \$ | 150.00 | each     |
| Hydraulic Conductivity (Permeability) of Soils.....                       |    |        | by quote |
| Amended Soil Mix Design.....  |    |        | by quote |

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 5 day of March, 2020, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Midwest Engineering Group, LLC (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2020 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2020. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

**2.2 Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

**2.3 Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

**2.4 Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

**3. Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** - When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

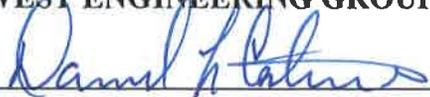
12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

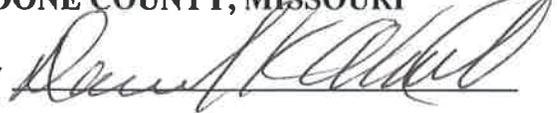
MIDWEST ENGINEERING GROUP, LLC

By 

Title Principal

Dated: 2-25-20

BOONE COUNTY, MISSOURI

By 

Presiding Commissioner

Dated: 3.5.2020

APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Resource Management



# Discipline List



## Midwest Engineering Group, LLC

### 2020 Discipline List

*Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm.*

| Discipline                    | Services Offered  |
|-------------------------------|-------------------|
| Architecture                  | Via Subcontractor |
| Bridge Design                 | X                 |
| Civil Engineering             | X                 |
| Construction Management       | X                 |
| Electrical Engineering        |                   |
| Geotechnical Engineering      | Via Subcontractor |
| Lab Testing                   |                   |
| Mechanical Engineering        |                   |
| Planning                      | X                 |
| Structural Engineering        | X                 |
| Surveying                     | Via Subcontractor |
| Traffic                       |                   |
| Transportation                | X                 |
| Acoustical                    |                   |
| Building Enclosure Consulting | Via Subcontractor |
| Control System Integration    |                   |
| Design/Build                  | X                 |
| Environmental                 | X                 |
| Forensic                      | X                 |
| GIS                           | X                 |
| Industrial                    | X                 |
| Interior Design               |                   |
| Landscape Architecture        |                   |
| Natural Gas                   | X                 |
| Photogrammetry                |                   |
| Telecommunications            |                   |
| Water Resources               | X                 |

Reviewed by: *Jm*

# Billing/Fee Schedule



## Hourly Rate Schedule

### Project or Construction Manager

|     |          |
|-----|----------|
| PM5 | \$160.00 |
| PM4 | \$140.00 |
| PM3 | \$120.00 |
| PM2 | \$100.00 |
| PM1 | \$80.00  |

### Engineer, Designer, or Planner

|    |          |
|----|----------|
| E5 | \$170.00 |
| E4 | \$150.00 |
| E3 | \$130.00 |
| E2 | \$110.00 |
| E1 | \$90.00  |

### Construction Observer or Technician

|    |          |
|----|----------|
| T6 | \$110.00 |
| T5 | \$100.00 |
| T4 | \$90.00  |
| T3 | \$80.00  |
| T2 | \$70.00  |
| T1 | \$60.00  |

### Administrative Staff/Clerical

|    |         |
|----|---------|
| A3 | \$60.00 |
| A2 | \$50.00 |
| A1 | \$40.00 |

### Passenger Car, Truck Mileage

|       |                             |
|-------|-----------------------------|
| PMILE | Based on Federal Guidelines |
|-------|-----------------------------|

### Survey Crew

|                 |          |
|-----------------|----------|
| S1 (2 man crew) | \$150.00 |
|-----------------|----------|

### Expenses

|          |                                   |
|----------|-----------------------------------|
| EXPENSES | Cost + 10% unless otherwise noted |
|----------|-----------------------------------|

### Per Diem

|      |  |
|------|--|
| PERD | Based on Federal Guidelines<br>Per Location or Agreed to<br>Rate |
|------|--|

Rates effective as of January 1, 2020 through December 31, 2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

March Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

5th

day of March

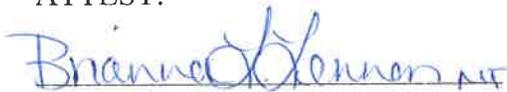
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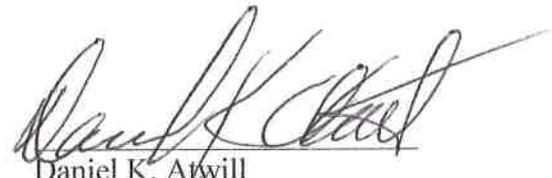
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, March 10, 2020 at 2:30 pm. The meeting will be held in Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

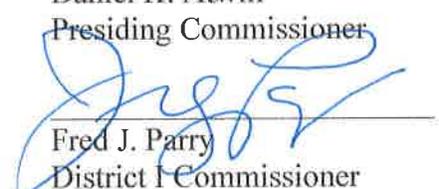
Done this 5th day of March 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner