

224-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

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In the County Commission of said county, on the 26th day of May 22 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 2022-VAWA-009 - Domestic Violence Enforcement Unit Grant application from the Prosecuting Attorney's Office.


Done this 26th day of May 2022.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
SUBAWARD

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

Subrecipient Name:		Subrecipient DUNS Number:	
Boone County, Prosecutor's Office		73755977	
DPS Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2022-2023 STOP Violence Against Women (VAWA)	January 1, 2022	August 31, 2022	
Project Title:		Subaward Number:	
Domestic Violence Enforcement Unit		2022-VAWA-009	
Project Description:			
The Boone County Prosecuting Attorney's Office has a long history of addressing the needs of domestic violence victims in Boone County, and we have been a part of the Domestic Violence Enforcement Unit (DOVE Unit), a continuing collaboration of agencies, since 1998. The DOVE Unit works as a team to prosecute domestic violence cases.			
Subaward Total:		CFDA Number	
\$385,123.92		16.588	
Research and Development Project:		Indirect Cost Rate for Federal Award:	
No		N/A	
Name of Federal Awarding Agency:		Federal Award Date:	
Department of Justice Office on Violence Against Women		09/17/2018 08/26/2019 09/17/2020	
Name of State Administering Agency (SAA):		SAA Federal Award Number:	
Missouri Department of Public Safety Office of the Director P.O. Box 749 Jefferson City, MO 65102		2018-WF-AX-0049 2019-WF-AX-0019 2020-WF-AX-0023	
This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.			
The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Daniel Atwill, Presiding Commission		Angela Loftin, Office Administrator	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
	5/26/22		
This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety, and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.			
Authorized Official, Missouri Department of Public Safety		Subaward Date	
		01/01/2022	

MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director



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

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

May 17, 2022

Daniel Atwill, Presiding Commission
Boone County, Prosecutor's Office
801 E. Walnut Street
Columbia, MO 65201

Re: Boone County, Prosecutor's Office Subaward 2022-VAWA-009
Domestic Violence Enforcement Unit

Dear Presiding Commission Atwill:

On behalf of Director Sandra Karsten, it is my pleasure to inform you that the Department of Public Safety, Office for Victims of Crime has approved your application for funding under the 2022-2023 STOP Violence Against Women (VAWA) in the amount of \$385,123.92.

We appreciate your patience as we navigate new guidance from the Office on Violence Against Women Grants and Programs. To meet the requirements of the new guidance and maximize federal funding, we are issuing this initial award document with a performance period of January 1, 2022 through August 31, 2022, for the full amount of the award as noted above. Your agency will be issued an internal Subaward Adjustment Notice (SAN) that extends the performance period through December 31, 2023 at a later date but prior to July 15, 2022. The SAN will note the new performance period and note a change in the federal funding source. Please note there will not be any disruption to your project budget or your ability to achieve the approved program goals, objectives and reporting.

Enclosed you will find a Subaward and Certified Assurances document. This subaward is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, and resolution of all interim audit findings.

Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the subaward will be subject to termination for cause, or other administrative action as appropriate.

Original signatures are required; stamped signatures will not be accepted. If there has been a change in either the Authorized Official or the Project Director, please provide a letter with your award documents notifying DPS of the change.

In order to accept this subaward, the following documents must be received by our office no later than **May 24, 2022**:

- The original subaward document signed by the Authorized Official and the Project Director
- The original Certified Assurances document signed by the Authorized Official and the Project Director. **Each page must be initialed** by the Authorized Official
- One printed copy of entire 2022-2023 VAWA application, **including all attachments**

Please note: the subaward document and certified assurances must be printed **single-sided and in portrait format**. The above referenced documents should be mailed or hand-delivered to:

Missouri Department of Public Safety
Attn: Crime Victim Services Unit
PO Box 749
1101 Riverside Drive
Jefferson City, MO 65102

If you are unable to meet this deadline, please contact the Crime Victims Services Unit at 573-526-1464 or cvsu@dps.mo.gov. It is **NOT** necessary to overnight or express mail your documents.

You will be notified via the WebGrants system when a signed copy of the fully executed Subaward document, Certified Assurances, and/or Special Conditions (if applicable) are available for you to download for your records.

This subaward is not final until fully executed by the Missouri Department of Public Safety.

Please contact your Grant Specialist with any programmatic and/or financial questions related to this subaward. Congratulations! We look forward to working with you!

Sincerely,



Connie Berhorst, Program Manager
Office for Victims of Crime

cc: Angela Loftin, Office Administrator
File

Enclosures



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR



STOP Violence Against Women Act (VAWA)
2022-2023 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 STOP VAWA Notice of Funding Opportunity, the **DPS Financial and Administrative Guide**, the **DPS Subrecipient Travel Guidelines**, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.
2. **Compliance Training:** As a recipient of federal and/or 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. **System for Award Management (SAM):** The Subrecipient assures it has registered in SAM.gov prior to submitting an application and will continue to maintain an active SAM registration with current information at all times during which it has an active subaward. The Subrecipient understands that it must renew its SAM registration every 12 months and that the Missouri Department of Public Safety may not make a subaward or disburse monies to the Subrecipient unless the Subrecipient has an active SAM registration. SAM is a Federal Government owned and operated free website that centralizes information about grant recipients. Upon successful registration with SAM, the Subrecipient will be assigned a unique 5 character CAGE Code consisting of numbers and letters.
4. **Non-Supplanting:** The Subrecipient assures that federal and/or 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.
5. **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.

6. **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.
7. **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, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, 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.
8. **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.
9. **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 U.S. Department of Justice, Office of Inspector General (OIG) and 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 OIG by one of the following methods:

Mail: Office of Inspector General
 U.S. Department of Justice, Investigations Division
 1425 New York Avenue, N.W., Suite 7100
 Washington, D.C. 20530

DOJ OIG Hotline: (800) 869-4499 or Fax: (202) 616-9881

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

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

Email: cvsu@dps.mo.gov

Phone: (573) 526-1464 or 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.

10. **Non-Disclosure Agreements**: The Subrecipient understands it cannot require any employee or subcontractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department, the Missouri Department of Public Safety, or other agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the Subrecipient, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified 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 currently 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.
11. **Protection from Reprisal for Disclosures**: The Subrecipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this subaward, a gross waste of the funds under this subaward, an abuse of authority relating to the funds under this subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this subaward.
12. **Lobbying**: The Subrecipient understands and agrees that, in general, it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. Furthermore, the Subrecipient understands and agrees that, in general, federal law prohibits federal funds from being used to pay any person to influence (or attempt to influence) with respect to the awarding of a federal grant or cooperative agreement.

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures the following:

- a. No federal appropriated funds may be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- b. If the Subrecipient's request for federal funds is in excess of \$100,000, and any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.



13. **Fair Labor Standards Act:** All Subrecipients of federal funds will comply with the provisions of the Federal Fair Labor Standards Act (FLSA) and/or all Missouri labor laws as applicable. See Missouri Department of Labor and Industrial Relations (MODOLIR).
14. **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.

15. **Employment Eligibility Verification:** The Subrecipient assures that it properly verifies the employment eligibility of individuals who are being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), the Subrecipient agrees to maintain records of all employment eligibility verifications pertinent to compliance with this provision in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
16. **Human Trafficking:** The Subrecipient assures that it does not engage in severe forms of trafficking in persons, procurement of a commercial sex act, use of forced labor in the performance of the subaward, or acts that directly support or advance trafficking in persons.
17. **Minors:** The Subrecipient understands that if the purpose of some or all of the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, the Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/page/file/1202141/download>
18. **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.
19. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), 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.
20. **Drug-Free Workplace:** As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

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: Crime Victim Services Unit
 P.O. Box 749
 1101 Riverside Drive
 Jefferson City, MO 65102-0749

Email: 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
 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

21. **ACORN:** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.

22. **Computer Networks:** The Subrecipient understands and agrees that funds subawarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement or victim assistance-related activity.

Civil Rights:

1. **Ensuring Access to Federally Assisted Programs:** The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color,

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national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In addition, pursuant to 34 U.S.C. § 12291(b)(13), the Subrecipient acknowledges that recipients of OVW awards are prohibited from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identify, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, Subrecipients may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

2. **Enforcing Civil Rights Laws:** The Subrecipient acknowledges that all recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.
3. **Limited English Proficiency (LEP):** The Subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <https://www.lep.gov/>.
4. **Equal Employment Opportunity Plan (EEO):** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEO) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

If the Subrecipient does not meet all the aforementioned criteria, the Subrecipient is exempt from preparing the *EEO Utilization Report*; however, all Subrecipients, regardless of their EEO obligations, must complete the *Certification Form*, in which the Subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

To prepare the applicable *EEO Utilization Report* and/or *Certification Form* or for more information, visit <https://ojp.gov/about/ocr/eeop.htm>.

5. **Using Arrest and Conviction Records for Employment Decisions:** The Subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact

based on race or national origin, resulting in unlawful employment discrimination. In light of the *Advisory*, Subrecipients should consult local counsel in reviewing their employment practices. If warranted, Subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

6. **Finding of Discrimination:** The Subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a Subrecipient of federal funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).
7. **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.
8. **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.
9. **Faith-Based Organizations:** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation titled "Partnerships with Faith-Based and Other Neighborhood Organizations". The regulation prohibits faith-based organizations from using funds under this subaward to fund inherently (or explicitly) religious activities, such as worship, religious instruction, or proselytization. Subrecipients may still engage in inherently religious activities, but such activities must be separate, in time or location, from the program or services funded under this subaward, and participation in such activities by individuals receiving services from the subaward must be voluntary. The regulation also prohibits Subrecipients from discriminating in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, visit https://ojp.gov/about/ocr/equal_fbo.htm.

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 federal and/or 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 federal and/or 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. **DOJ Financial Guide:** The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Programs (DOJ) Financial Guide.



5. **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 STOP VAWA Notice of Funding Opportunity. (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 with funds under this subaward shall be used for approved project purposes only.
6. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the STOP VAWA Notice of Funding Opportunity. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
7. **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.
8. **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 & CVSU 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.
9. **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.
10. **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.

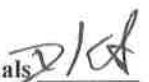


11. **Debarment/Suspension:** The Subrecipient certifies, pursuant to nonprocurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, that it and its principles:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
 - c. Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at ojpcompliance@usdoj.gov, and, after such disclosure, the Subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the Subrecipient is necessary to protect the interests of the Government in this case;
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
 - e. Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.
12. **Audit:** The Subrecipient agrees to comply with the organizational audit requirements of DOJ Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). 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 or exceeded this federal threshold.
13. **Compensation:** The Subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)
14. **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.
15. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds

awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Programmatic:

1. **Services to Victims of Domestic and/or Sexual Violence and their children:** The Subrecipient, if providing services to victims of domestic and/or sexual violence and their children through this subaward, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence (MOCADSV) Standards for Domestic Violence Programs and/or Standards for Sexual Violence Programs, as they relate to the provision of services required herein.
2. **Services to All Other Victims of Crime:** The Subrecipient, if not primarily providing services to victims of domestic and/or sexual violence through this subaward, shall comply with the program standards and guidelines set forth by the Missouri Department of Public Safety Crime Victim Services Unit Program Standards and Guidelines, as they relate to the provision of services required herein.
3. **Coordination of Activities:** The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
4. **Data Reporting Requirements:** The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "STOP VAWA Notice of Funding Opportunity". This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues and in response to requests from the U.S. Department of Justice, Office of Justice Programs or Office of Violence Against Women. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
5. **Publications:** The Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: *"This project was supported by Subgrant No. _____ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP VAWA Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."*
6. **Client-Counselor Confidentiality:** The Subrecipient assures that they will maintain confidentiality of client-counselor information as required by state and federal law.
7. **Code of Professional Ethics:** The Subrecipient shall comply with and assures that the program adheres to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Provider Subrecipients.
8. **Victims' Rights Compliance:** The Subrecipient assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo.** (These eligible direct victim services do not include general witness assistance)
9. **Criminal or Civil Filings:** The Subrecipient assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal, or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, dating violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, dismissal, withdrawal, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction.



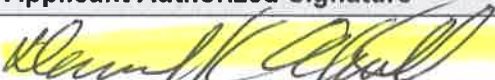
10. **Forensic Medical Exams:** The state or territory or another governmental entity must incur the full out of pocket cost of forensic medical exams for victims of sexual assault. The state or territory must coordinate with health care providers in the region to notify victims of sexual assault of the availability of rape exams at no cost to victims. No state or territory or other governmental entity shall require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam.
11. **Consultation with Victim Services:** Prosecution, law enforcement and court based applicants must consult with tribal, territorial, State, or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.
12. **Nondisclosure of Confidential or Private Information:** Subrecipients may not disclose personally identifying information or individual information collected in connection with services requested, utilized, or denied without a written release unless the disclosure of the information is required by a statutory or court mandate. This applies whether the information is being requested for a Department of Justice grant program or another Federal agency, State, tribal, or territorial grant program. This provision also limits disclosures by subgrantees to grantees, including disclosures to Statewide or regional databases.
13. **Breach of Personally Identifiable Information:** The subrecipient assures it has written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the Department of Public Safety no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
14. **Victim eligibility for services:** Victim eligibility for direct services is not dependent on the victim's immigration status.
15. **Workplace-Related Sexual misconduct, Domestic Violence, and Dating Violence:** Subrecipient must create a policy to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/page/file/1295756/download>
16. **Historic Preservation Act:** Subrecipients must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.
17. **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.
18. **Claims Schedule:** The Subrecipient assures that Claims for Reimbursement and all required supporting documentation will be submitted via WebGrants by the 5th of each month. If the specified due date falls on a weekend or holiday, the Claim for Reimbursement must be received by the first working day after the weekend or holiday. Claims for Reimbursement submitted after deadline may not be processed until the following month. Claims for Reimbursement are due each month whether or not any funds were expended.

Claims for Reimbursement will be submitted within 60 days of the time the expense was incurred. DPS reserves the right to deny reimbursement of any expense that falls outside the 60 day

requirement, is not identified in the approved budget, or is unallowable. Final expenses must be submitted within 35 days of the end of the contract period.

Failure to submit the required forms and supporting documentation on time shall be considered a failure to adhere to the terms of the Subaward and may result in the delay of reimbursement and/or termination of the subaward contract.

19. **Claims with Errors:** Subrecipients assure that accurate claims will be submitted. If a Claim is submitted with errors, the Claim may be negotiated for corrections. If the errors are not corrected after two (2) negotiations, the Claim may be withdrawn and not paid. If a Claim is withdrawn due to errors, a correspondence will be sent to the Authorized Official and Project Director.
20. **Annual Performance Report:** The Subrecipient agrees to provide information on the activities supported and an assessment of the effects that the VAWA victim assistance funds have had on services to crime victims for a one year period. That period will January 1 through December 31. This information will be submitted annually on the DPS "VAWA Annual Performance Report" no later than 30 days following the end date of the reporting period each year.
21. **Match:** State and local units of government are required to provide matching funds at a minimum of 25% of the total project cost or the amount of matching funds approved in the project budget, whichever is higher. Match may be provided in the form of cash or in-kind match. All funds designated as match are restricted to the same uses as the STOP VAWA program funds and must be expended within the Subaward performance period. Match must be provided on a project-by-project basis. Matching funds are not required for any victim service provider; however, victim service providers may voluntarily provide match. Subrecipients are required to maintain a record of accounting of any match funds related to project and make such record available to the Missouri Department of Public Safety upon request.
22. **Financial Statements:** All non-profit subrecipients of STOP VAWA funding under this award are required to make their financial statements available online (either on the Missouri Department of Public Safety's, the subrecipient's, or another publicly available website). DPS will consider subrecipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

The Subrecipient hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the Notice of Funding Opportunity packet.			
Agency Name:		Contract Number:	
Boone County, Prosecutor's Office		2022-VAWA-009	
Applicant Authorized Official (AO):	Date:	Applicant Project Director (PD):	Date:
Daniel Atwill, Presiding Commission	5/26/22	Angela Loftin, Office Administrator	
Applicant Authorized Signature		Applicant Project Director Signature	
			



SPECIAL CONDITIONS APPLICABLE TO LAW ENFORCEMENT AND/OR PROSECUTORS:

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 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. **DWI Law – Prosecutors:** The Subrecipient assures, where the project agency is a county prosecutor’s office or municipal prosecutor’s office, its county prosecutor’s office or municipal prosecutor’s office is in compliance with Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
7. **Polygraph/Voice Stress Analysis:** The subrecipient assures that no law enforcement officer, prosecuting or circuit attorney, or other governmental official, shall ask or require an adult, youth, or child victim of an alleged sex offense as defined under Chapter 566 RSMo to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense.

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225-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term 20

In the County Commission of said county, on the 26th day of May 2220

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

Now on this day, the County Commission of the County of Boone does hereby approve the disposal of an outdoor warning siren by transfer to the Boone County Historical Society to be placed in their facility for display purposes only.

Done this 26th day of May 2022.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 5/17/22

Fixed Asset Tag Number: No tag (Obsolete)

Description of Asset: OUTDR WARNING SIREN

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: Gift to Boone County Historical Society

RECEIVED

Other Information (Serial number, etc.): T-1000

MAY 18 2022

Condition of Asset: Obsolete

Reason for Disposition: Obsolete, removed from service from the Municipal Building Roof in 2020.

Location of Asset and Desired Date for Removal to Storage: 2145 County Drive.

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 2702 Emergency Mgmt

Signature Chris Kelley

To be Completed by: AUDITOR

Original Acquisition Date NA

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 225-2022

Date Approved 5/26/2022

Signature [Signature]



BOONE COUNTY
Office Of Emergency Management

2145 County Drive
Columbia, MO 65202
573-554-7908

Chris Kelley

Deputy Director

MEMORANDUM

DATE: May 17, 2022
TO: Melinda Bobbitt, Purchasing
FROM: Chris Kelley, Deputy Director *CKK*
SUBJECT: Disposal of Outdoor Warning Siren

Emergency Management removed the outdoor warning siren on the Municipal Building (6th & Broadway) in 2020 and has it stored at the ECC. Emergency Management is requesting to donate the obsolete siren to the Boone County Historical Society to be placed at their facility in a new public safety display.

This siren can be donated without warranty and in an "as-is" condition. Emergency Management will provide the transportation to their facility; however, they will be the sole bearer of any costs to unloading and display of this siren.

This siren has no asset tag assigned as it is obsolete.

Please contact me if you have any questions or concerns.

Boone County Purchasing
Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, Director of Purchasing
RE: Surplus Transfer of Outdoor Warning Siren
DATE: May 26, 2022

Boone County Emergency Management requests permission to dispose of an outdoor warning siren by transfer to another Missouri public entity (The Village of Renick). The Village of Renick will be the sole bearer of any cost, including (but not limited to) transportation, erection, electricity, and on-going maintenance. The Village of Renick will remove the siren from County property no later than April 30, 2021.

cc: Heather Acton, Jacob Flowers, Auditor's office
Chris Kelley, Della Luster, Emergency Management
Surplus File

226-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term 20

In the County Commission of said county, on the 26th day of May 2220

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the attached report documenting the contracts approved by the Purchasing Director as the County's Purchasing Agent (as designated in Commission Order 114-2022) during the month of April 2022.

Done this 26th day of May 2022.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

Contracts and Amendments Signed by Purchasing Director - April 2022

<u>CONTRACTS</u>			
<u>Bid #</u>	<u>Description</u>	<u>Vendor</u>	<u>Award Amount</u>
17-29MAR22	Icom Mobile Radios	Leavitt Communications, LLC	\$15,555.00
07-17MAR22	Lien and Title Search Services	True Line Title Company, LLC	Term & Supply
11-24MAR22	2022 Street Reconstruction - Bellview and Bethany Drive	Sam Gaines Construction, Inc.	\$814,384.65
02-14MAR22	Civil Construction for New Radio Tower Project (PEN)	C.L. Richardson Construction Company	\$193,375.00
14-08APR22	2022 Mill & Overlay	Christensen Construction Co.	Term & Supply
13-15APR22	Broadband Dipole Antennas	Primus Electronics Corporation	Term & Supply
<u>AMENDMENTS</u>			
<u>Amendment/Bid #</u>	<u>Description</u>	<u>Vendor</u>	<u>Amendment Amount</u>
09-18MAR22	Detainee Hygiene-Other Supplies and Detainee Uniforms	Bob Barker Company, Inc.	Term & Supply
Amendment #5 to 129-123116SS	Software License & Support - adding Audit Proof subscription	Central Square	\$8,060.00

327-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Te~~22~~ 20

In the County Commission of said county, on the 26th day of May 2220

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

Now on this day, the County Commission of the County of Boone does approve Cooperative NASPO Contract: 00318 – Concrete Shelter for KOM (FE Purchase Agreement C000402), to be used to purchase a concrete equipment shelter for Boone County radio equipment located at KOMU tower site.

Done this 26th day of May 2022.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: May 26, 2022
RE: Cooperative NASPO Contract: *00318 – Concrete Shelter for KOM (FE Purchase Agreement C000402)*

Dave Dunford, Radio Consultant for Boone County, requests that Boone County Joint Communications utilize the NASPO Value-Point cooperative contract *00318* to purchase a Concrete Shelter 11'6" W x 24'L x 10'1"H from Sabre Communications Corporation.

This shelter is for the KOM project which is located by KOMU Channel 8. Cost is \$112,798 and will be paid from department 2706 – BOCO Joint Communications Radio Improvements, account 91300 – Machinery & Equipment. \$300,000 is budgeted.

cc: Contract File
Chad Martin, Patricia Schreiner, Joint Communications
Dave Dunford, Radio Consultant

**PURCHASE AGREEMENT
FOR
PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES, AND SOLUTIONS
CONCRETE SHELTER 11'6" W X 24' L X 10'1" H
Location: KOM**

THIS AGREEMENT dated the 26th day of MAY 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sabre Communications Corporation** 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 C000402** for a **Concrete Shelter 11'6"W x 24'L x 10'1"H** in compliance with all bid specifications and any addendum issued for the NASPO ValuePoint Cooperative Contract **00318**, vendor quote #22-0115, Boone County Insurance Requirements, and Boone County Standard Terms and Conditions. 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 for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the NASPO ValuePoint Cooperative Contract **00318** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Term** – The term of the agreement is from **July 1, 2021 through December 31, 2026**. **The contract has one optional twenty-four (24) month renewal.**

3. **Purchase – Initial purchase from cooperative contract:**

The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the concrete shelter detailed in quote 22-0115:

Concrete Shelter 11'6"W x 24'L x 10'1"H (list \$112,873.00 less 7% discount)	\$104,972.00
Estimated Freight-Columbia, MO	\$7,826.00
TOTAL	\$112,798.00

4. **Delivery** - Vendor agrees to deliver concrete shelter as set forth in the bid documents and within 30 weeks after receipt of order.

Shipping Address: KOMU Tower, 5550 Highway 63 South, Columbia, MO 65201. Contractor **must** schedule delivery of building by contacting Boone County Joint Communications.

FOB Destination: All deliveries shall be made FOB Destination with freight prepaid and charged back. The seller pays the freight and charges back the buyer by adding the freight charges to the invoice for the freight charge outlined in paragraph 2 above. Final freight quote will be provided just prior to the products scheduled shipment.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Joint Communications, Attn: Pat Schreiner, 2145 E. County Drive, Columbia, MO 65202 and billings may only include the prices listed in the vendor's bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

SABRE COMMUNICATIONS CORPORATION

BOONE COUNTY, MISSOURI

By: Boone County Commission

By DocuSigned by:
Phillip Haigler
2B4E42C16F704B4...

DocuSigned by:
Daniel K. Atwill
BA4B934CED6E4EB...

Daniel K. Atwill, Presiding Commissioner

Title Contracts Manager - Federal Programs

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
7D710EAE80D74DD...

County Counselor

DocuSigned by:
Brianna L Lennon
D287E242BFB948C...

County Clerk

AUDITOR CERTIFICATION

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

<u>DocuSigned by: June E Pitohford by JF BC24BD84EE7A483</u>	5/19/2022	2706-91300 / \$112,798.00
Signature	Date	Appropriation Account

278-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term 20

In the County Commission of said county, on the 26th day of May 2220

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 Facility Use Agreement between the Boone County Community Services Department and Missouri United Methodist Church.

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

Done this 26th day of May 2022.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Missouri United Methodist Church

204 South Ninth Street, Columbia, MO 65201 p (573) 443-3111, f (573) 443-3319, www.moumc.org

Facility Use Agreement

This agreement is entered into this 29th day of April, 2022 by and between Missouri United Methodist Church, located at 204 S. 9th Street, Columbia, Missouri (hereinafter referred to as MUMC) and Boone County, Missouri, located at 605 E. Walnut, Suite A, Columbia, Missouri.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Facilities and Equipment:

MUMC agrees to make the facilities and equipment listed below available for the Upward Mobility Action Plan Kick-Off to include use of hallways, public restrooms, reasonable heat or air conditioning and lights for ordinary use.

Boone County, Missouri agrees that it will not use the premises for any unlawful purposes and will obey all laws, rules, and regulations of all governmental authorities while using MUMC facilities.

Boone County, Missouri agrees that it will not use the premises for any purpose that is contrary to the mission, purpose of belief of the United Methodist Church.

Included facilities:

The Multipurpose Room, Kitchen, and CLC 2nd Floor Atrium

Included equipment and/or technology provided by MUMC:

Projection and sound equipment in the multipurpose room. Round tables and chairs for 100 guests in multipurpose room. Setup by MUMC staff.

Use of the facility (and noted equipment) will be during the following time(s) inclusive of access prior and post the scheduled activity:

Tuesday, June 14, 2022 from 12:00pm – 5:00pm

2. Fees and Payments:

Boone County, Missouri agrees to pay a Usage Fee of \$1,050 (one thousand and fifty dollars) for usage of these facilities and/or equipment.

A deposit in the amount of \$210 is required to secure reservation. This deposit will hold the facility for the event and will also act as damage deposit to cover any damage inflicted upon the premises. Said deposit will be forfeited and not refunded if Usage Fee is not received in a timely manner and/or the event is cancelled within 45 calendar days of reserved/scheduled date(s). Refund of deposit, minus any damage assessment, will be remitted within 10 calendar days after an event.

Full payment of fee noted above is due no later than 7 calendar days prior to date of event. All checks should be made out to MUMC.

3. Insurance:

Boone County, Missouri promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. Boone County, Missouri will provide a certificate of insurance to MUMC at least seven days prior to the date of the above described event. The certificate of insurance will indicate that Boone County, Missouri has made MUMC and "additional insured" on their policy with respect to the use by Boone County, Missouri, of the above described premises.

4. Advisories:

The ministry, mission and activities of MUMC are on-going, often concurrent with other group events in the facilities. In the rare event that any part of the facilities listed in #1 becomes required for the work and ministry of the congregation, MUMC reserves the right to modify the schedule and/or space assigned above. Every effort will be made to communicate the need and work out alternatives as early as possible. MUMC appreciates the understanding of users of our facilities that some life events cannot be foreseen, much less scheduled at our discretion or convenience. Hence, as examples, MUMC's care for a grieving family making funeral preparations, or response to a community tragedy/disaster, will supersede this agreement.

5. Parking:

This agreement does NOT include parking in MUMC lot off 10th & Elm streets. Handicapped parking may be available in the parking lot on a first come, first served basis. Parking may be possible on the street and/or in nearby city parking decks. For more details, go to www.parkinthedistrict.com/options.

6. Prohibited Uses:

The use of alcohol and tobacco are strictly prohibited in the building and anywhere on MUMC property.

No inherently dangerous substances, chemicals or devices are permitted at MUMC. This would include the use of any flammables except pre-approved candles in appropriate fire-retardant holders.

No helium balloons will be released within the facility. In the event that balloons are released, there will be an additional fee assessed for their removal from the ceiling. This fee shall be a minimum of \$50, plus \$25/hour for every hour or portion thereof over 60 minutes.

7. Final Agreement

This agreement terminates and supersedes all prior understandings or agreement on the subject matter hereof. This agreement may be modified only by further writing that is duly executed by both parties.

8. In witness whereof, the parties hereto have executed this agreement by their respective signatures shown below:

MUMC

DocuSigned by:

Katie Hays

(signature)

Katie Hays

Katie Hays-Event Coordinator

(printed name & title)

5/18/2022

(date)

Boone County Missouri

DocuSigned by:

Daniel K. Atwill

(signature)

Daniel K. Atwill

Presiding Commissioner

(printed name & title)

5/23/2022

(date)

BOONE COUNTY
(By and through its County Commission):

DocuSigned by:
Daniel K. Atwill 5/23/2022
BY: BA4B934CED8E4EB...
Daniel K. Atwill, Presiding Commissioner Date

~~Attest~~ Attested by:
County Clerk: Brianna L Lennon 5/26/2022
0267E242BF8948C...
Brianna L. Lennon, County Clerk Date

Approved as to legal form:
DocuSigned by:
C.J. Dykhouse 5/17/2022
7D74DEAE99B74DB...
C.J. Dykhouse – County Counselor Date

Auditor Acknowledgement for Budgeting Purposes:

DocuSigned by:
June Pitchford by jg Encumbrance Acct# 2131-81067 5/26/2022
4117B8E3F1CA47D...
June Pitchford – Auditor Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Ter 20

In the County Commission of said county, on the 26th day of May 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the flexible hiring maximum for position 500 Victim Assistant, Range 25, and does hereby authorize an appropriation of \$20.00 per hour for the salary of said position.

Done this 26th day of May 2022.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

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

Name of prospective employee T. Celise Causey Department 1262 - Prosecutor's Office

Position Title Victim Assistant Position No. 500

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point
 OR Hourly: \$20.00 % of Mid-Point 103.5%

No. of employees in this job classification within your Department? 2

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Celise received her Bachelor of Science in Administration of Criminal Justice/Sociology from Bradley University. She has 20 years experience providing services as part of multi-disciplinary teams as Case Manager then Director Social Service at a Homeless Shelter; Court Advocate advocating for and providing assistance to victims; Recovery Specialist providing services to adults with serious mental illness; Juvenile Probation Officer; and a Social Services Coordinator. Celise also holds a Domestic Violence Certification.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification:
Her decades of practical experience working hands-on with victims surpasses the level of experience of other employees in the same job classification.

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

We do not believe this proposed salary will negatively affect the salary relationships within this office or other offices. This applicant possesses decades of valuable experience, which should be taken into account when determining an appropriate wage.

Additional comments:

This position was budgeted as a Crime Victim Specialist which has a minimum pay rate of \$20.77. F

Administrative Authority's Signature: Daniel E. Knight Date: 5-16-22

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

Auditor's Signature: [Signature] Date: 5-19-22

Human Resource Director's Recommendations:

Other Victim Ast. has 2 years experience: is at \$16.65 per hour. Rate difference is reasonable due to number of years of relevant experience

Human Resource Director's Signature: [Signature] Date: 5/19/22

County Commission Approve Deny
 Comment(s): _____

Presiding Commissioner's Signature: [Signature] Date: 5/26/2022

District I Commissioner's Signature: [Signature] Date: 5/26/2022

District II Commissioner's Signature: [Signature] Date: 5/26/2022

CERTIFIED COPY OF ORDER

230-2022

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the May Session of the April Adjourned
day of

20²²

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

26th

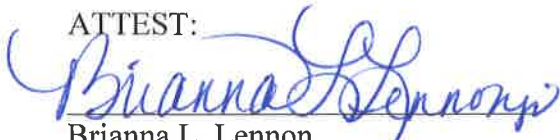
May

22

Now on this day, the County Commission of the County of Boone does hereby approve a standing request to hire above the flexible hiring maximum for position 930, Election Office Specialist II- Part-time Pool, in County Clerk's Office. This Order authorizes hiring at up to \$15.00 per hour for that position.

Done this 26th day of May 2022.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill

Presiding Commissioner


Justin Aldred

District I Commissioner

District I Commissioner


Janet M. Thompson

District II Commissioner

District II Commissioner

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

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

Name of prospective employee Elise Vahle Department 1132

Position Title Elections off. Spec. II Pt Pool Position No. 930

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: 15.00 % of Mid-Point _____

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

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

Our practice since 2020 is to not bring on temp staff below \$15/hr for elections

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

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

Additional comments:

Administrative Authority's Signature: [Signature] Date: 5/17/22

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.
 Auditor's Signature: [Signature] Date: 05/17/2022

Human Resource Director's Recommendations:
No internal equity issues. This is the rate the offices pay for the same work done in other funds
 Human Resource Director's Signature: [Signature] Date: 5/19/22

County Commission Approve Deny
 Comment(s): _____
 Presiding Commissioner's Signature: [Signature] Date: 5/26/2022
 District I Commissioner's Signature: [Signature] Date: 5/26/2022
 District II Commissioner's Signature: [Signature] Date: 5/26/2022

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

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

Name of prospective employee Max Miller Department 1132

Position Title Elections off. Spec. II Pt Pool Position No. 930

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point
 OR Hourly: 15.00 % of Mid-Point _____

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

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

Our practice since 2020 is to not bring on temp staff below \$15/hr for elections

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

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

Additional comments:

Administrative Authority's Signature: [Signature] Date: 5/17/22

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.
 Auditor's Signature: [Signature] Date: 05/17/2022

Human Resource Director's Recommendations:
No internal equity issues as this is the rate paid for other similar funds in this office.
 Human Resource Director's Signature: [Signature] Date: 5/19/22

County Commission Approve Deny
 Comment(s): _____
 Presiding Commissioner's Signature: [Signature] Date: 5/26/2022
 District I Commissioner's Signature: [Signature] Date: 5/26/2022
 District II Commissioner's Signature: [Signature] Date: 5/24/2022

CERTIFIED COPY OF ORDER

231 -2022

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Ter 20, 20

In the County Commission of said county, on the 26th day of May 2220

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

Now on this day, the County Commission of the County of Boone does hereby adopt the attached Outdoor Warning Siren Placement Policy & Procedures.

Done this 26th day of May 2022.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Office of Emergency Management
Policy and Procedures
Outdoor Warning Siren Placement

Background:

The County operates and maintains an extensive siren system designed to provide effective, uniform outdoor warning coverage for emergency notification to the public.

Identifying suitable locations for future siren placement requires several factors to be considered. The primary objective is to site the equipment to provide coverage in currently unprotected or under protected areas of the county.

Other site considerations for optimal siren performance and effectiveness include elevation, proximity and height of adjacent structures, underground and overhead utilities, and accessibility and infrastructure to support installation and maintenance.

Policy:

It is the policy of the Office of Emergency Management (OEM) to provide adequate outdoor warning in Boone County. System buildout prioritizes more highly populated areas, and locations where large numbers of people congregate for outdoor recreation or activities.

Initial site assessment for siren placement focuses on properties associated with public schools, public parks, public safety properties, places of worship, public works infrastructure facilities such as water and sewer plants, and public rights-of-way nonadjacent to private residences. If no other viable options for placement exist, jurisdictional easements and rights-of-way in the vicinity of residences are considered.

Procedures:

A. **Existing sirens** will continue to be serviced, updated, and replaced without additional site review considerations.

B. For proposed new siren locations:

1. OEM will first work with the County's contracted siren system provider to identify future siren sites using computer prediction models and physical inspection of potential sites.
2. Once a location is deemed feasible, OEM will make contact via email, US mail, phone, door hanger notice or in person to get verbal permission from the private property owner/representative, or from the governmental jurisdiction in which the site is located, to place a marker stake at the site as a first step for evaluation for potential siren placement (Appendix A). If the stake will be placed in an easement or right-of-way, permission is not required, though the property owner will be notified and advised of the pending placement. OEM will notify

the Commission of the proposed addresses or locations where the survey stakes will be placed.

3. Following Commission feedback and a minimum of five business days post-notification to the property owner(s) or representative(s), the siren contractor will place a stake on the property and contact Missouri One Call to complete design utility locates.
4. Once the site is staked, utility locates have confirmed no interference with underground utilities, and the governmental body or property owner has verbally agreed to siren placement, OEM will mail a notice to all property owners within 200 feet of the boundary of the property where the installation will be occurring (Appendix B). Information included in the notice will advise the recipients of their right to request a public hearing regarding the siren placement, along with a date by which the request must be made.
5. ***If a public hearing is requested***, OEM will contact the County Clerk's office and request the hearing be placed on the agenda for the Commission along with the addresses of the proposed locations. An OEM representative will attend the public hearing to present the outdoor warning siren site proposal report and answer any questions concerning the proposed locations and the siren system in general. The County Commission will consider the placement priorities included, but not limited to, the following when voting to accept or deny the site option: public versus private land; proximity to residential structures; population density and uses of coverage area; geographic properties supporting effective siren performance; no impediment by utilities; and accessibility and infrastructure to support installation and maintenance.
 - a) If the County Commission reaches a majority vote ***in support of*** an individual proposed siren site following a public hearing, OEM will move forward with securing the proper agreements or permits to install the siren. If the agreement or permit requires Commission signatures, OEM will contact the County Clerk to place these items of business on the County Commission agenda for approval and signatures. Once the permits or agreements are approved by the Commission, OEM will secure purchase orders for the approved siren sites and will coordinate the installation with the County's siren system contracted provider to schedule the installations. Any construction damage that may occur during installation will be corrected by a county approved contractor as soon as possible.
 - b) If the Commission casts a majority vote ***against*** an individual proposed siren site following a public hearing, OEM will discontinue the pursuit of

placing a siren in the identified area of the county until they receive direction from the Commission to do otherwise.

6. After a hearing in which the vote supports the project, or if there is no request for public hearing, the following procedures will be followed for project authorization:

- a) For a site located on private property, the county will draft an agreement to be approved by the Commission after signature by the property owner.
- b) For a site on property owned by a municipality located within Boone County, site development will require an agreement drafted by the municipality and signed by the Commission that will be valid after two reads by the municipality's governing body.
- c) For a site on private property with a municipality governed right-of-way, site development will require an agreement drafted by the municipality and signed by the Commission that will be valid after two reads by the municipality's governing body
- d) For a site located on property owned by the State of Missouri under the auspices of the Department of Natural Resource, the Department of Conservation, or the University of Missouri, site development will require an agreement drafted by the state agency involved and signed by the Commission. ***There will be no sites considered on Missouri Department of Transportation rights-of-way.***
- e) For a site on a Boone Co transportation right-of-way, the only requirement is a permit granted by Boone County Resource Management. OEM will also place the site project on the Commission agenda for approval.

A. Upon completion of the siren installation, OEM will complete an after-install site inspection to ascertain any customer satisfaction issues.

Appendix A – Notice to Property Owner

[Date]

Boone County Office of Emergency Management
2145 County Drive
Columbia, MO. 65201

RE: **[Proposed Siren Site Location]**

Dear **[Property Owner/Governmental Authority]**:

Boone County Office of Emergency Management (OEM) is requesting permission to access and evaluate the property at **[location]** for potential placement of an outdoor warning siren to enhance public safety for the citizens of and visitors to Boone County. The proposed site is identified on the included map.

Within 5 business days of receiving your response, OEM will access the site and place a marker stake. Missouri One Call will then be contacted to assess for and identify underground utilities at the identified location.

If the site evaluation meets the requirements to support siren installation, a notice will be sent to all owners of property within 200 feet of the proposed location detailing the project and offering an opportunity to request a public hearing to present support or opposition to the Boone County Commission. After the public hearing, the Commission will forward its final recommendation to the OEM.

[If not on easement or right of way] Upon approval of the project by the Commission, OEM will be contacting you to finalize the official agreement, after which the siren installation will commence.

[If on easement or right of way] Upon approval of the project by the Commission, you will be notified of OEM's intent to place the siren, and installation will commence.

Please feel free to contact us for further information.

Sincerely,

[Signature]

Christopher Kelley - Deputy Director

(573) 554-7908

ckelley@boonecountymo.org

Appendix B – Notice to Adjacent Property Owners

[Date]

Boone County Office of Emergency Management
2145 County Drive
Columbia, MO. 65201

RE: **[Proposed Siren Site Location]**

Dear **[Property Owner]**:

This letter is to notify the owners of properties within 200 feet of **[location]** that the Boone County Office of Emergency Management (OEM) is intending to install an outdoor warning siren on that site to enhance public safety for the citizens of and visitors to Boone County. The site is identified on the included map.

A public hearing to the Boone County Commission may be requested to present your support or opposition regarding this project. To request a hearing, contact the Office of Emergency Management by email at em@boonecountymo.org or phone at (573) 554-7900. The request must be received by OEM no later than **[date]**.

Please feel free to contact us for further information.

Sincerely,

[Signature]

Christopher Kelley - Deputy Director

(573) 554-7908

ckelley@boonecountymo.org

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term 20

In the County Commission of said county, on the 26th day of May 2220

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


Now on this day, the County Commission of the County of Boone does hereby approve the Subaward Adjustment request to extend the period of performance for the 2020 Crimes Against Children/Sex Crimes – Boone County Cyber Task Force Grant.

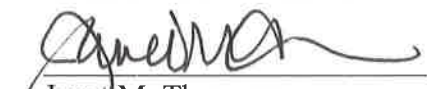
Done this 26th day of May 2022.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner



Subaward Adjustment

2020-VD-BX-0223-CAC-01-FY 2020 Crimes Against Children/Sex Crimes - Boone County Cyber Task Force

Coronavirus Emergency Supplemental Funding (CESF)

Subaward Adjustment ID:	02	Submitted By:	
Subaward Adjustment Type:	Budget Revision	Submitted Date:	
Status:	Editing		
Organization:	Boone County, Cyber Task Force		

Justification

Justification*

Please explain the reason for the requested adjustment and include the effective date. State the need for the change and how the requested revision will further the objectives of the project.

This extension request is being submitted as required by the CESF Grant administrators.

Three subscription / software license related purchases have been made during this Grant period of performance whose active date will extend past the end of the Grant period of performance (the same could be said of any purchase made during the Grant period including hardware which will continue to be used past the end of the Grant period).

The Grant period of performance is 10/01/21-9/30/2022. Specifically:

1. Magnet Axiom Training Annual Pass will extend past the Grant period through October 2022.
2. Cellebrite UFED Ultimate License will extend past the Grant period through December 2022.
2. Magnet Axiom Forensic Software License will extend past the Grant period through December 2022.

Please note:

- This request has zero impact on the budget and requires no budget adjustments.
- All purchases were invoiced and completed during the CESF Grant period of performance.

Period of performance extension requested until December 31, 2022.

Budget

Row	Current Budget	Revised Amount	Net Change
Personnel	\$0.00	\$0.00	\$0.00
Personnel Benefits	\$0.00	\$0.00	\$0.00
Personnel Overtime	\$0.00	\$0.00	\$0.00
Personnel Overtime Benefits	\$0.00	\$0.00	\$0.00
PRN Time	\$0.00	\$0.00	\$0.00
PRN Benefits	\$0.00	\$0.00	\$0.00
Volunteer Match	\$0.00	\$0.00	\$0.00
Travel/Training	\$15,034.55	\$15,034.55	\$0.00
Equipment	\$22,399.00	\$22,399.00	\$0.00
Supplies/Operations	\$0.00	\$0.00	\$0.00
Contractual	\$7,807.00	\$7,807.00	\$0.00
Renovation/Construction	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals	\$45,240.55	\$45,240.55	\$0.00

Federal/State and Local Match Share

Row	Current Budget	Current Percent	Revised Amount	Revised Percent	Net Change
Total Federal/State Share	\$0.00	0%	\$0.00	0%	\$0.00
Total Local Match Share	\$0.00	0%	\$0.00	0%	\$0.00

Confirmation

Your typed name as the applicant authorized official, in lieu of signature, represents your legally binding acceptance of the terms of this subaward adjustment and your statement of the veracity of the representations made in this subaward adjustment. You must include your title, full legal name, and the current date.

Authorized Official

Name:*

Title:* *Presiding Commissioner*

Date:* *5/26/22*



Attachments

Description	File Name	File Size
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

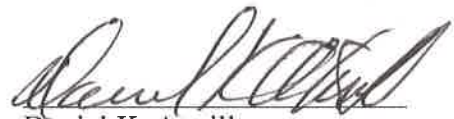
Term 20

In the County Commission of said county, on the 26th day of May 2220

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

Now on this day, the County Commission of the County of Boone does hereby approve the Sheriff's Office's application for the Boone Electric Community Trust.

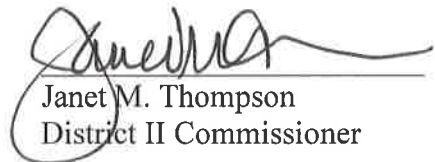
Done this 26th day of May 2022.



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:



Brianna L. Lennon
Clerk of the County Commission

Boone Electric Community Trust policy requires organizations to submit a final grant report *within six months* of receiving funding. Organizations must provide a statement of expenses for the completed project, including receipts and paid invoices. *Please look at the guidelines, found on the Boone Electric website, to ensure you have followed procedure and included all necessary documentation.*

For Office Use Only

Date Received:

Committee Assignment:

Boone Electric Community Trust

Attention: Boone Electric Cooperative Communications Department
1413 Rangeline St., P.O. Box 797, Columbia, MO 65205
(573) 449-4181

Application for Organization

Amount of request: \$8,778.96

1. **Name of Organization:** Boone County Sheriff's Office
2. **If different from above, name of tax-exempt organization under which you are applying.** *A copy of the affirmation letter (ex: form 501(c)3 or charitable) from the Internal Revenue Service must be attached.*
3. **Federal ID Number:** 436000349
4. **Address:** 2121 E County Drive Columbia, Mo 65202
5. **Contact Person:** Jared Dotson **Title:** Deputy Sheriff
6. **Phone Number: Work:** 573-875-1111 **Home:** 573-819-9841

E-mail Address: Jdotson@boonecountymmo.org **Best time to reach you:** 8 am – 4 pm

7. **Specifically state how the funds will be used.** (You will have the opportunity to provide more detail in question #13.)
The requested funds would be used to purchase two portable and rugged radar speed signs. The signs would alert motorist of their traveled speed and used as a traffic calming device.

8. **Has your organization ever applied for funding from the Boone Electric Community Trust?**

Yes No (If no, skip to question #9.)

A) If yes, was your organization funded? Yes No

B) Amount(s) Funded: Amount(s) Requested:

C) Date(s) funding received:

D) What was the purpose of the grant(s)?

E) Did you complete a grant report form? Yes No

F) What date did you submit grant report form(s)?

9. **Number of individuals, families or groups served in Audrain, Boone, Callaway, Howard, Monroe and Randolph counties last year:** According to the US Census Bureau, Boone County Mo has an estimated population of 185,000 people (07/01/2021) and the Boone County Sheriff's Office serves all residents and commuters who travel through the geographical boundary of the county.

10. **Does agency serve outside Audrain, Boone, Callaway, Howard, Monroe and Randolph counties?**
Yes No

If yes, please provide information on number served and location:

11. **What are your project deadlines?** (Please note that you must submit a final grant report within six months of receiving funding.)

We anticipate implementation of project by September 2023.

(Applications may be tabled and reviewed again at a future meeting in order to gather more information from the applicant.)

12. **Briefly describe your organization and its purpose.**

The Boone County Sheriff's Office is the primary Law Enforcement agency for the unincorporated areas of Boone County. The Sheriff's Office is charged with investigating all crime reported, to include investigating motor vehicle crashes and performing traffic enforcement.

13. **State purpose of organization's/agency's request of how the funds will be used.** (Be sure to include a minimum of two bids/estimates for purchases.):

A radar speed sign is an electronic message board which reads and displays the speed of approaching vehicles. Radar speed signs are a proven traffic calming solution to raise the speed awareness for drivers. Studies repeatedly show that when alerted by a radar sign, speeders will slow down up to 80% of the time. The signs can be placed in high traffic areas, school zones, and complaint areas as a traffic calming device.

The Boone County Sheriff currently employs a single radar speed sign permanently affixed to a trailer which is moved via motor vehicle. The sign is large, takes some effort, and needs large space to deploy. It has been very effective and deployed nearly all year long due to its high demand.

The radar speed signs which would be purchased with the requested funds are small, compact, durable, and easily affixed to an existing speed limit sign or pole. The signs collect speed data which can be collected then analyzed and used for targeted enforcement of high-speed date/times. The sign would alert the driver who exceeds a designated threshold over the posted speed limit via a bright flashing white light.

The 2 All Traffic Solutions Shield 12 radar speed sign meets all the requirements needed by the Sheriff's Office. The Shield 12 is made in the USA and a proprietary item therefore only one bid is included with this application. The bid includes all the necessary equipment to place the signs in immediate use.

14. **List other sources from whom you have requested funding for the above request:**

We have not requested any other forms of funding for the two requested radar speed signs.

15. List name and amounts of funds that have already been received from individuals or other organizations for this request:

We have not received any other forms of funding for the two requested radar speed signs.

16. Please list three references who are familiar with your organization and have knowledge of this grant request.

Name: Dwayne Carey

Title, Company: Sheriff; Boone County Sheriff's Office

Address, City, State, Zip Code: 2121 E County Drive Columbia, Mo 65202

Phone: 573-875-1111 ext 6219

Name: Gary German

Title, Company: Major; Boone County Sheriff's Office

Address, City, State, Zip Code: 2121 E County Drive Columbia, Mo 65202

Phone: 573-875-1111 ext 6201

Name: Brian Leer

Title, Company: Captain; Boone County Sheriff's Office

Address, City, State, Zip Code: 2121 E County Drive Columbia, Mo 65202

Phone: 573-875-1111 ext 6428

17. If approved, to whom should the check be made payable? (list an address)

check written to: Boone County Sheriff's Office

mailing address: 2121 E County Drive

Columbia, Mo 65202

The information contained in this statement is for the purpose of obtaining funding from the Boone Electric Community Trust on behalf of the undersigned. Each undersigned understands that the information provided herein is used in deciding grant funding and each undersigned represents and warrants that the information provided is true, accurate and complete and that the Boone Electric Community Trust may consider this statement as continuing to be true and correct until a written notice of change is provided. The Boone Electric Community Trust is authorized to make all inquiries it deems necessary to verify the accuracy of the statements made herein.

* Applicant(s) will be notified in writing as to the outcome of their request after the bi-monthly Trust Board meeting.
Note: If your request is funded please return the grant report form within six months of receiving the grant. The form will be mailed with the check your organization may receive.

Boone County Sheriff's Office
Name of Organization



Signature of Representative

05/18/2022

Date

Teachers, students or volunteers requesting funding for a school-related project or activity must have their grant application reviewed, approved and signed by the school's principal.

Signature of School Principal

Date

Mail completed application and documents to: Boone Electric Community Trust
1413 Rangeline St., P.O. Box 797
Columbia, MO 65205

Hand-delivered applications can be left with the receptionist in Boone Electric Cooperative's main lobby Monday-Friday from 8 a.m - 5 p.m.

Organization/Agency Financial Statement

(Please note: fill out this form, do not send Organization/Agency Financial Report.)

For the year ending December, 2020.

I. Assets

1. Cash	\$ Public Entity
2. Accounts and Notes Receivable.....	\$
3. Inventories	\$
4. Land, Building and Equipment	\$
5. Investments (Please list)	\$
.....	\$
.....	\$
6. Short-Term Investments (Please list)	\$
.....	\$
.....	\$
7. Long-Term Investments (Please list)	\$
.....	\$

Total Expenditures \$ 93,710,480

Financial Summary:

I. Total Assets\$ 236,317,874
II. Total Liabilities\$ 43,131,084
III. Total Revenues.....\$ 106,133,985
IV. Total Expenditures.....\$ 93,710,480
V. Net Assets (or Liabilities)\$ Public Entity
VI. Net Revenues\$ Public Entity

I certify that the above information is complete and accurate to the best of my knowledge.



Signature

05/18/2022

Date

CERTIFIED COPY OF ORDER

234 -2022

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Te~~22~~. 20

County of Boone

In the County Commission of said county, on the 26th day of May 22 20

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

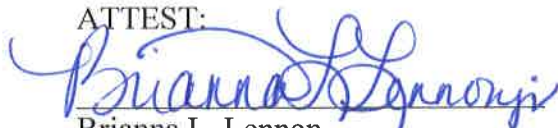
Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Training Agreement between Boone County and the following:

- Laclede County Sheriff's Office

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

Done this 26th day of May 2022.

ATTEST:

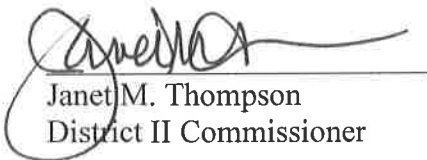

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

**COOPERATIVE AGREEMENT
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 4th day of April, 2022, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Laclede County Sheriff's Office (Agency):

WHEREAS, BCSO can provide K-9 basic training through its certified K-9 training staff; and

WHEREAS, Agency desires training for an Agency canine and one of Agency's officers as that canine's handler through the BCSO's K-9 basic training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

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

1. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
2. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
3. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Three Thousand Six Hundred Dollars (\$3,600.00) for the training contemplated herein, calculated at a rate of \$90.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$1,800.00, upon execution of this contract and the remaining one-half, or \$1,800.00, after twenty (20) sessions have been completed.
4. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 24th day of April 2022, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).
5. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

- 6. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
- 7. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
- 8. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: Laclede Co Sheriff's Office
 By: [Signature]
 Printed Name: David Millsap
 Dated: April 4, 2022

BOONE COUNTY, MISSOURI
 By: [Signature]
 Daniel K. Atwill, Presiding Commissioner
 Dated: 5/26/2022

ATTEST:

ATTEST:
[Signature]
 Brianna L. Lennon, County Clerk

APPROVED - BCSO:
[Signature]
 Dwayne Carney, Sheriff

APPROVED AS TO FORM:
[Signature]
 C.J. Dykhouse, Boone County Counselor

CERTIFICATION:
 I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
[Signature] by jj 05/19/22
 Auditor Date
 Acct # 2570-3569

Exhibit "A"
INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Dual Purpose K-9 Training Class [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

 4-2-22

Printed Name of Participant

Justin Burns