

264-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}  
} ea.

June Session of the April Adjourned

Ter 20 20

County of Boone

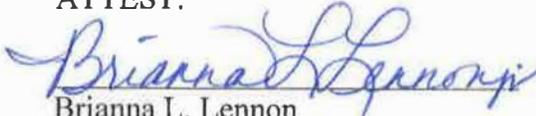
In the County Commission of said county, on the 23rd day of June 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Intergovernmental Agreement FY21 Edward Byrne Memorial Justice Assistance (JAG) Grant.

Done this 23rd day of June 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

025049  
Permanent Record  
Filed in Clerk's Office

Introduced by Buffalo

First Reading 5-16-22

Second Reading 6-6-22

Ordinance No. 025049

Council Bill No. B 160-22

**AN ORDINANCE**

authorizing an intergovernmental agreement with the County of Boone, Missouri relating to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2021 Local Solicitation; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an intergovernmental agreement with the County of Boone, Missouri relating to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2021 Local Solicitation. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

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

PASSED this 6<sup>th</sup> day of June, 2022.

ATTEST:

Deputy Donna L. Whately  
City Clerk

Barbara Buffalo  
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]  
City Counselor

**THE STATE OF MISSOURI**  
**COUNTY OF BOONE**

**CONTRACT NO.** 264-2022

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF COLUMBIA, MISSOURI AND COUNTY  
OF BOONE, MISSOURI**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
FY 2021 LOCAL SOLICITATION**

This Agreement is made and entered into this 23 day of June, 2022, by and between The **COUNTY of BOONE**, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the **CITY of COLUMBIA**, acting by and through its City Manager, hereinafter referred to as CITY, both of Boone County, State of Missouri.

**WHEREAS**, both parties are empowered to enter into cooperative agreements for the purposes herein stated pursuant to Section 70.220 RSMo; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the parties anticipate a total allocation under this grant in the amount of \$36,950.00 hereinafter referred to as JAG funds, to COUNTY; and

**WHEREAS**, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

COUNTY agrees to pay CITY a total of Sixty Percent (60%) of JAG funds received herein, or an anticipated \$22,170.00 of JAG funds. COUNTY is the Applicant / Fiscal Agent for the joint funds.

**Section 2.**

COUNTY agrees to use a total of Forty Percent (40%) of JAG funds received herein for approved program(s), or an anticipated \$14,780.00 of JAG funds.

**Section 3.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 4.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 5.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**BOONE COUNTY, MISSOURI**

Through Its County Commission

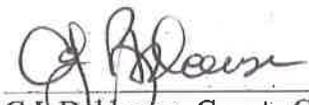
By:

  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

  
Brianna L. Lennon, County Clerk

APPROVED AS TO FORM:

  
C.J. Dykhouse, County Counselor.

**CERTIFICATION:**

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

 by  Date 06/22/2022  
Auditor 2531-71250, \$22,170.00

265-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term 20

In the County Commission of said county, on the 23rd day of June 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 the Subrecipient Monitoring FY21 Edward Byrne Memorial Justice Assistance (JAG) Grant Agreement.

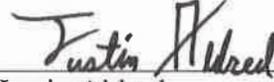
Done this 23rd day of June 2022.

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

Permanent Record  
Filed in Clerk's Office

Introduced by Buffalo

First Reading 5-16-22

Second Reading 6-10-22

Ordinance No. 005050

Council Bill No. B 161-22

**AN ORDINANCE**

authorizing a subrecipient monitoring agreement with Boone County, Missouri relating to acceptance of the FY 2021 Justice Assistance Grant (JAG) Program Award to purchase equipment for the Police Department; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a subrecipient monitoring agreement with Boone County, Missouri relating to acceptance of the FY 2021 Justice Assistance Grant (JAG) Program Award to purchase equipment for the Police Department. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

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

PASSED this 6<sup>th</sup> day of June, 2022.

ATTEST:

*Deputy* Donna L. Whately  
City Clerk

Barbara Buffalo  
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]  
City Counselor

**SUBRECIPIENT MONITORING AGREEMENT  
BETWEEN THE CITY OF COLUMBIA, AND  
THE COUNTY OF BOONE, MISSOURI**

**FY2021 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT dated the 23 day of June, 2022, is made by and between **Boone County, Missouri** through its County Commission (herein "County"), and the **City of Columbia, Missouri** (herein "City"),

**WHEREAS**, both the City and the County are empowered to enter into a cooperative agreement for the purposes herein stated pursuant to RSMo §70.220; and

**WHEREAS**, the City and County are participants in the Justice Assistance Grant Program, Award #15PBJA-21-GG-01607, and have been awarded funds thereunder; and

**WHEREAS**, the County acts as the applicant/fiscal agent for the joint funds for purposes of the aforementioned grant; and

**WHEREAS**, the City acts as the subrecipient for purposes of said grant; and

**WHEREAS**, in order to comply with the terms of the grant, certain additional agreements are required to provide reasonable assurance that the Federal award compliance requirements are met.

**NOW, THEREFORE**, the County and City agree as follows:

1. The City, consistent with its current external auditing practices, agrees to subject expenditures under the Justice Assistance Grant Program Award, Award #15PBJA-21-GG-01607, to audit protocols as dictated by the Compliance Supplement, a copy of which is attached hereto and incorporated herein by reference.
2. The City agrees to provide County with information reasonably requested to comply with the "subrecipient monitoring" requirements of the federal grant Compliance Supplement, a copy of which are attached hereto and incorporated herein by reference.
3. The City will provide the County a report based upon its audit relating to the expenditures of the funds it receives under the Intergovernmental Cooperative Agreement between the City and the County relating to the Justice Assistance Grant Program Award for Fiscal Year 2021.
4. The City agrees to comply with all provisions and requirements as set out by the Department of Justice in connection with the award of the subject grant. To the extent that the City's expenditures of the grant are questioned by the Department of

**ATTACHMENT – Subrecipient Monitoring Compliance Supplement**

Justice or its designee and amounts are determined to be disallowed or required to be paid back to the Department of Justice, the City will make said payment consistent with the requirements of the Department of Justice.

5. The parties will cooperate with each other to furnish any and all documentation required to comply with the requirements of the subject grant.

6. This agreement relates to FY2021 Justice Assistance Grant Program Award #15PBJA-21-GG-01607, CFDA #16.738.

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

**COUNTY OF BOONE**

By its County Commission

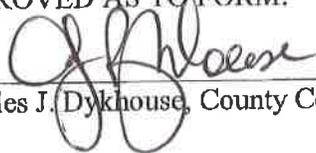
By:

  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

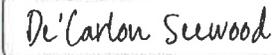
  
Brianna L. Lennon, Clerk of the County Commission

APPROVED AS TO FORM:

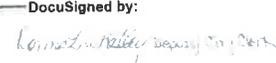
  
Charles J. Dykhouse, County Counselor

**CITY OF COLUMBIA**

By: DocuSigned by:

  
8304D3D77F5D430  
De'Carlton Seewood, City Manager 

ATTEST:

DocuSigned by:  
  
20DB0E78DD164E0  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
  
DA01C98E79884D2  
Nancy Thompson, City Attorney 

## M. SUBRECIPIENT MONITORING

**Note:** Transfers of Federal awards to another component of the same auditee do not constitute a subrecipient or vendor relationship for purposes of the 2 CFR part 200, subpart F.

### Compliance Requirements

A pass-through entity is responsible for:

- *Determining Subrecipient Eligibility* – In addition to any programmatic eligibility criteria under E, “Eligibility for Subrecipients,” determining whether an applicant for a subaward has provided a Dun and Bradstreet Data Universal Numbering System (DUNS) number as part of its subaward application or, if not, before award (2 CFR section 25.110 and Appendix A to 2 CFR part 25).
- *System for Award Management (previously Central Contractor Registration) – For ARRA subawards, ensuring that the subrecipient maintains a current registration in the System for Award Management (SAM) (<http://sam.gov>) at all times during which it has an active subaward(s) funded with ARRA funds (2 CFR section 176.50(c).*
- *Award Identification* – At the time of the subaward, identifying to the subrecipient the Federal award information (i.e., CFDA title and number; award name and number; if the award is research and development; and name of Federal awarding agency) and applicable compliance requirements. **For ARRA subawards, identifying to the subrecipient the amount of ARRA funds provided by the subaward.**
- *During-the-Award Monitoring* – Monitoring the subrecipient’s use of Federal awards through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.
- *Subrecipient Audits* – (1) Ensuring that subrecipients expending \$750,000 or more in Federal awards during the subrecipient’s fiscal year for fiscal years beginning on or after December 26, 2014 have met the audit requirements of 2 CFR part 200, subpart F and that the required audits are completed within 9 months of the end of the subrecipient’s audit period; (2) issuing a management decision on audit findings within 6 months after receipt of the subrecipient’s audit report; and (3) ensuring that the subrecipient takes timely and appropriate corrective action on all audit findings. In cases of continued inability or unwillingness of a subrecipient to have the required audits, the pass-through entity shall take appropriate action using sanctions.

*Ensuring Accountability of For-Profit Subrecipients* – Awards also may be passed through to for-profit entities. For-profit subrecipients are accountable to the pass-through entity for the use of Federal funds provided. Because for-profit subrecipients are not subject to the audit requirements of 2 CFR part 200, subpart F, pass-through entities are responsible for establishing requirements, as needed, to ensure for-profit subrecipient accountability for the use of funds.

- *Pass-Through Entity Impact* – Evaluating the impact of subrecipient activities on the pass-through entity's ability to comply with applicable Federal regulations.

#### *During-the-Award Monitoring*

Following are examples of factors that may affect the nature, timing, and extent of during-the-award monitoring:

- *Program complexity* – Programs with complex compliance requirements have a higher risk of non-compliance.
- *Percentage passed through* – The larger the percentage of program awards passed through the greater the need for subrecipient monitoring.
- *Amount of awards* – Larger dollar awards are of greater risk.
- *Subrecipient risk* – Subrecipients may be evaluated as higher risk or lower risk to determine the need for closer monitoring. Generally, new subrecipients would require closer monitoring. For existing subrecipients, based on results of during-the-award monitoring and subrecipient audits, a subrecipient may warrant closer monitoring (e.g., if the subrecipient has (1) a history of non-compliance as either a recipient or subrecipient, (2) new personnel, or (3) new or substantially changed systems). Evaluation of subrecipient risk also may take into consideration the extent of Federal monitoring of subrecipient entities that also are recipients of prime Federal awards.

Monitoring activities normally occur throughout the year and may take various forms, such as:

- *Reporting* – Reviewing financial and performance reports submitted by the subrecipient.
- *Site Visits* – Performing site visits at the subrecipient to review financial and programmatic records and observe operations.
- *Regular Contact* – Regular contacts with subrecipients and appropriate inquiries concerning program activities.

### *Agreed-upon procedures engagements*

A pass-through entity may arrange for agreed-upon procedures engagements for certain aspects of subrecipient activities, such as eligibility determinations. Since the pass-through entity determines the procedures to be used and compliance areas to be tested, these agreed-upon procedures engagements enable the pass-through entity to target the coverage to areas of greatest risk. The costs of agreed-upon procedures engagements is an allowable cost to the pass-through entity if the agreed-upon procedures are performed for subrecipients below the 2 CFR part 200 threshold for audit (currently at \$750,000 for fiscal years beginning on or after December 26, 2014) for the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and reporting (2 CFR section 200.425(c)).

### **Source of Governing Requirements**

The requirements for subrecipient monitoring are contained in 31 USC 7502(f)(2)(B) (Single Audit Act Amendments of 1996 (Pub. L. No. 104-156)); 2 CFR sections 200.505, 200.521, and 200.331; A-102 Common Rule (§ \_\_.37 and § \_\_.40(a)); OMB Circular A-110 (2 CFR section 215.51(a)); program legislation; **2 CFR section 176.50(c)**; 2 CFR parts 25 and 170; 48 CFR parts 4, 42, and 52; Federal awarding agency regulations; and the terms and conditions of the award

### **Audit Objectives**

1. Obtain an understanding of internal control, assess risk, and test internal control as required by 2 CFR section 200.514(c).
2. For non-ARRA first-tier subawards made on or after October 1, 2010, determine whether the pass-through entity had the subrecipient provide a valid DUNS number before issuing the subaward.
3. Determine whether the pass-through entity properly identified Federal award information and compliance requirements to the subrecipient, **including requirements related to ARRA first-tier subawards, e.g., SAM registration (see N, Special Tests and Provisions in this Part)**, and approved only allowable activities in the subaward documents.
4. **For ARRA first-tier subawards, determine whether the pass-through entity assessed subrecipient compliance with the continuing requirement to maintain a current SAM registration. .**
5. Determine whether the pass-through entity monitored subrecipient activities to provide reasonable assurance that the subrecipient administers Federal awards in compliance with Federal requirements and achieves performance goals.

6. Determine whether the pass-through entity ensured required audits are performed, issued a management decision on audit findings within 6 months after receipt of the subrecipient's audit report, and ensured that the subrecipient took timely and appropriate corrective action on all audit findings.
7. Determine whether in cases of continued inability or unwillingness of a subrecipient to have the required audits, the pass-through entity took appropriate action using sanctions.
8. Determine whether the pass-through entity evaluated the impact of subrecipient activities on the pass-through entity.
9. Determine whether the pass-through entity identified in the SEFA the total amount provided to subrecipients from each Federal program.
10. If for-profit subawards are material, determine the adequacy of the pass-through entity's monitoring procedures for those subawards.

#### **Suggested Audit Procedures – Internal Control**

1. Perform procedures to obtain an understanding of internal control sufficient to plan the audit to support a low assessed level of control risk for the program.
2. Plan the testing of internal control to support a low assessed level of control risk for subrecipient monitoring and perform the testing of internal control as planned. If internal control over some or all of the compliance requirements is likely to be ineffective, see the alternative procedures in 2 CFR section 200.514(c)(4), including assessing the control risk at the maximum and considering whether additional compliance tests and reporting are required because of ineffective internal control.
3. Consider the results of the testing of internal control in assessing the risk of noncompliance. Use this as the basis for determining the nature, timing, and extent (e.g., number of transactions to be selected) of substantive tests of compliance.

#### **Suggested Audit Procedures – Compliance**

(Note: The auditor may consider coordinating the tests related to subrecipients performed as part of C, "Cash Management" (tests of cash reporting submitted by subrecipients), E, "Eligibility" (tests that subawards were made only to eligible subrecipients), and I, "Procurement and Suspension and Debarment" (tests of ensuring that a subrecipient is not suspended or debarred) with the testing of "Subrecipient Monitoring.")

1. Gain an understanding of the pass-through entity's subrecipient procedures through a review of the pass-through entity's subrecipient monitoring policies and procedures (e.g., annual monitoring plan) and discussions with staff. This should include an understanding of the scope, frequency, and timeliness of monitoring activities and the number, size, and complexity of awards to subrecipients, including, as applicable, subawards to for-profit entities.

2. Test the pass-through entity's subaward review and approval documents for first-tier subawards to ascertain if the pass-through entity obtained DUNS numbers from non-ARRA subrecipients prior to issuance of the subaward.
3. Test subaward documents and agreements to ascertain if (a) at the time of subaward the pass-through entity made subrecipients aware of the award information (i.e., CFDA title and number; award name and number; if the award is research and development; and name of Federal awarding agency) and requirements imposed by laws, regulations, and the provisions of contract or grant agreements; (b) included for first-tier subrecipients the requirements for SAM registration, including maintaining a current SAM registration during the life of the subaward(s); and (c) the activities approved in the subaward documents were allowable. **(See R2 under N, Special Tests and Provisions, for additional discussion of requirements for subawards with expenditures of ARRA awards.)**
4. Review the pass-through entity's documentation of during-the-subaward monitoring to ascertain if the pass-through entity's monitoring provided reasonable assurance that subrecipients used Federal awards for authorized purposes, complied with laws, regulations, and the provisions of contracts and grant agreements, and achieved performance goals.
5. Review the pass-through entity's follow-up procedures to determine whether corrective action was implemented on deficiencies noted in during-the-subaward monitoring.
6. Verify that the pass-through entity:
  - a. Ensured that the required subrecipient audits were completed.
  - b. Issued management decisions on audit findings within 6 months after receipt of the subrecipient's audit report.
  - c. Ensured that subrecipients took appropriate and timely corrective action on all audit findings.
7. Verify that in cases of continued inability or unwillingness of a subrecipient to have the required audits, the pass-through entity took appropriate action using sanctions.
8. Verify that the effects of subrecipient noncompliance are properly reflected in the pass-through entity's records.
9. Verify that the pass-through entity monitored the activities of subrecipients not subject to 2 CFR part 200, subpart F, including for-profit entities, using techniques such as those discussed in the "Compliance Requirements" provisions of this section with the exception that these subrecipients are not required to have audits under 2 CFR part 200, subpart F. Review the pass-through entity's follow-up procedures to determine whether corrective action was implemented on deficiencies noted during-the-subaward monitoring.

10. Determine if the pass-through entity has procedures that allow it to identify the total amount provided to subrecipients from each Federal program.

5466 -2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term 20

In the County Commission of said county, on the 23rd day of June 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 the award of Co-Operative Contract 64/2022 for Uniform and Promotional Clothing Items to Diggit, LLC of Columbia, Missouri as a Countywide Term & Supply contract.

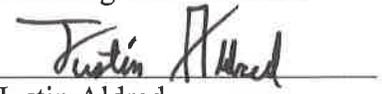
Done this 23rd day of June 2022.

ATTEST:

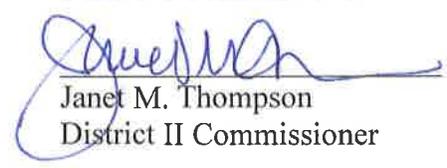
  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer



613 E. Ash St, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: June 02, 2022  
RE: Cooperative Contract 64/2022 – Uniform and Promotional Clothing Items  
– Term and Supply

Purchasing requests permission to use contract 64/2022 for Uniform and Promotional Clothing Items with Diggitt, LLC of Columbia, Missouri. The contract has been established by the City of Columbia as a cooperative contract. The contract provides uniform and promotional clothing items that various Boone County offices may need.

The contract period runs June 01, 2022 through May 31, 2023. There are four (4) one-year renewal options available beyond this initial term.

This is a Countywide Term and Supply contract.

/lp

c: Contract File

**PURCHASE AGREEMENT FOR  
UNIFORM AND PROMOTIONAL CLOTHING ITEMS – TERM & SUPPLY**

**THIS AGREEMENT** dated the 23 day of June 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Diggit, LLC** herein "Contractor."

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

- 1. Contract Documents** - This agreement shall consist of this Purchase Agreement for a contract for the furnishing of **Uniform and Promotional Clothing Items - Term & Supply** in compliance with all bid specifications and any addenda issued for the City of Columbia contract **64/2022**, as well as 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 the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the City of Columbia contract number **64/2022** shall prevail and control over the contractor's bid response.
- 2. Purchase** - The County agrees to purchase from the contractor and the contractor agrees to provide the County with Uniform and Promotional Clothing Items at the pricing indicated in the contract for the specific clothing item including safety clothing, and otherwise at the firm stated percentage markup of 20% of wholesale pricing.
- 3. Contract Duration** - This agreement shall commence on **June 01, 2022 and extend through May 31, 2023**. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.
- 4. Billing and Payment** - All billing shall be invoiced to the ordering Boone County office, and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the contractor's quote. The County agrees to pay all invoices within thirty days of receipt. The contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 5. Delivery** – Delivery shall be to the Boone County ordering office as specified at the time of order and in compliance with contract terms. Delivery shall be coordinated with the Boone County ordering office; the contractor shall promptly communicate any delay and coordinate with ordering office about delivery time and date.
- 6. Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or

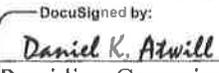
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any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

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

**DIGGIT, LLC**

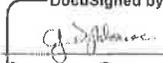
**BOONE COUNTY, MISSOURI**

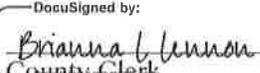
By   
 Title Owner

By: Boone County Commission  
  
 Presiding Commissioner

**APPROVED AS TO FORM:**

**ATTEST:**

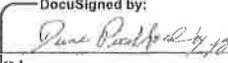
  
 County Counselor

  
 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.)

Countywide – Term & Supply

 6/2/2022  
 Signature Date Appropriation Accounts

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
20. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
21. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.
22. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

Updated 10/01/21

267-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Ter~~22~~ 20

In the County Commission of said county, on the 23rd day of June 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 the recommendation by the Job Classification Committee to create a new classification of Treatment Court Case Manager (703750) on pay range 32.

Done this 23rd day of June 2022.

ATTEST:



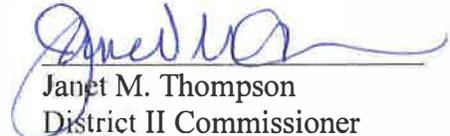
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

268-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term 20

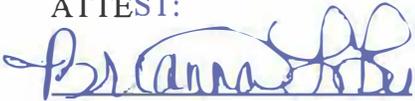
In the County Commission of said county, on the 23rd day of June 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Budget Revision for Department 2040 to replace a Skid Steer Mounted Pickup Broom.

Done this 23rd day of June 2022.

ATTEST:

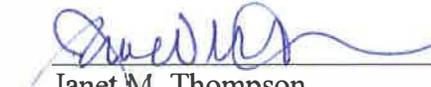
  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill

Presiding Commissioner



Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

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

6-13-22  
EFFECTIVE DATE

FOR AUDITORS USE

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

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2040	91300		Machinery & Equipment	7,700	
2040	92300		Rpl Machinery & Equipment		7,700
				7,700	7,700

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

Need to replace skid steer mounted pickup broom due to needed repairs exceeding the purchase cost (asset 20127). Defer the purchase of at least one trench box budgeted in FY2022.

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES  
If not, please explain (use an attachment if necessary):

*Kevin J. Elger*  
Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments: move money from trench box to pickup broom

Agenda

*RSU*  
Auditor's Office

*Samuel [Signature]*  
PRESIDING COMMISSIONER

*Justin [Signature]*  
DISTRICT I COMMISSIONER

*[Signature]*  
DISTRICT II COMMISSIONER



Martin Equipment  
 106 Industrial Dr.  
 Ashland, MO 65010  
 (573) 657-2154

<b>Quote Issued To : BOONE COUNTY HIGHWAY DEPARTMENT</b> 5551 S TOM BASS RD COLUMBIA , MO , 65201 (573)449-8515	<b>QUOTATION</b> <b>Quote # : 5006264</b> <b>Issue Date : 5/26/2022</b> <b>Expire Date : 6/25/2022</b> <b>Est Delivery : 8/24/2022</b> <b>FOB :</b>
<b>Quote Issued By : Bramstedt, Dustin</b>	

**ITEMS LISTED FOR SALE**

Item #	Year	Make	Model	Serial #	Hours	Sale Price
000282	2021	JOHN DEERE	BP84C	1T0BP84CTM0000282	0	7,700.00
<b>Total:</b>						<b>7,700.00</b>

**Notes**

1YR/UNL WARRANTY ON JD WORKSITE PRODUCTS.  
 UNIT IS IN STOCK - 1 WEEK LEAD TIME FOR STORE TRANSFER.

**QUOTE SUMMARY**

<b>Total Sale Price :</b>	<b>7,700.00</b>
<b>Less Trade Allowance :</b>	<b>0.00</b>
<b>Additional Taxable Items :</b>	<b>0.00</b>
<b>Subtotal:</b>	<b>7,700.00</b>
<b>Sales Tax :</b>	<b>0.00</b>
<b>Additional Nontaxable Items :</b>	<b>0.00</b>
<b>Total :</b>	<b>7,700.00</b>

**Acceptance Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.  
 All prices are subject to expiration of any current sales programs and incentives.

Year, <u>2022</u>	Original Appropriation	<u>100,030.00</u>
Dept, <u>2040 R&amp;B ROAD MAINTENANCE</u>	Revisions,	<u>                    </u>
Acct, <u>91300 MACHINERY &amp; EQUIPMENT</u>	Original, +, Revisions,	<u>100,030.00</u>
Fund, <u>204 ROAD &amp; BRIDGE FUND</u>	Expenditures,	<u>                    </u>
	Encumbrances,	<u>                    </u>
Class/Account, <u>A ACCOUNT</u>	Actual, To, Date,	<u>                    </u>
Account, Type, <u>E EXPENSE</u>	Remaining Balance,	<u>100,030.00</u>
Normal Balance, <u>D DEBIT</u>	Shadow Balance,	<u>100,030.00</u>

Expenditures, by, Period

January _____	July _____
February _____	August _____
March _____	September _____
April _____	October _____
May _____	November _____
June _____	December _____

F2=Key Scr    F3=Exit    F5=Ledger Transactions    F7=Transactions    F9=Budget

MAINSCR BOONE Core Budget Description - View Only ADBRADLE 08:30:54  
 Year, 2022 Dept, 2040 R&B ROAD MAINTENANCE Finalized Y 6/13/22  
 Account, 91300 MACHINERY & EQUIPMENT 2021, Est, 78,740  
 2021, Bdgt, 80,095 YTD, 78,740 %, of, Bdgt, 98 Est, %, of, Bdgt, 98

Description	Qty	Unit Amount	Total
SLIDING AXLE TRAILER	* 1	85,000	85,000
CULVERT PIPE CLEANOUT TOOL	1	4,000	4,000
TRECHING BOX 2 (4'X7')		11,030	11,030

Class 1,345,980 Class, 2-8 3,126,955

F2=Key Scr F3=Exit F5=History  
 F6=Dept Supplemental Budget F10=Notes \*  
 F12=Return F15=Summary

Bottom

Proposed Core		
Proposed Supp	<u>100,030</u>	
Auditor Rev		
Commission Rev		
Total Budget	<u>100,030</u>	<u>25</u>

%, Chg

209-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Ter 20

In the County Commission of said county, on the 23rd day of June 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 the Organizational Use of the Boone County Government Center Chambers by Preferred Family Healthcare on July 11, 2022 from 5:30pm until 8:00pm.

The Commission's approval of the use of the interior of the Government Center, specifically the Commission Chambers, is conditioned upon the inside use being consistent with the then applicable building use policies set forth by the Commission in light of the COVID-19 pandemic and local health orders.

Done this 23rd day of June 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



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Preferred Family Healthcare

Address: 210 Hoover Rd.

City: Jefferson City State: MO ZIP Code: 65109

Phone: 660-216-5765 Website: \_\_\_\_\_

Individual Requesting Use: Lindsey Fincher Position in Organization: NEMO Chafee Lead

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: Local Youth Advisory Board

Description of Use (ex. Speaker, meeting, reception): Foster youths meeting for leadership activities

Date(s) of Use: July 11, 2022

Start Time of Setup: 5:30pm AM/PM Start Time of Event: 6pm AM/PM

End Time of Event: 7:30pm AM/PM End Time of Cleanup: 8pm AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: NEMO Chafee Lead

Phone Number: 660-216-5765 Date of Application: 6/20/22

Email Address: lindsey.fincher@pfh.org

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).

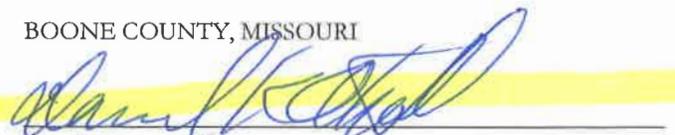
### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

  
County Clerk

BOONE COUNTY, MISSOURI

  
County Commissioner

DATE: 6.23.22