

169-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 23

In the County Commission of said county, on the 13th day of April 20 23

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record, a Proclamation recognizing Church Women United and honoring the women who have made significant contributions to our state and our nation in the pursuit of prayerful action.

Done this 13th day of April 2023.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

170-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 23

In the County Commission of said county, on the 13th day of April 20 23

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

Now on this day, the County Commission of the County of Boone does accept the attached certification of election from the County Clerk and Local Election Authority for Boone County, Missouri. The proposal for the additional county-wide sales tax of three percent (3%) on the retail sales of adult use marijuana has been approved by a majority of the qualified voters voting thereon and, therefore, the County Commission hereby orders the imposition of the additional three percent (3%) county-wide sales tax on the retail sales of adult use marijuana pursuant to the provisions of Mo. Const. Art. 14, Sec. 2. Said additional sales tax has no expiration date.

Done this 13th day of April 2023.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

State of Missouri)
)ss.
County of Boone)

I, Brianna L. Lennon, Clerk of the County Commission and Election Authority in and for the County of Boone, State of Missouri, do hereby certify that at the election held in the County of Boone, State of Missouri, on Tuesday, April 4, 2023, there were cast by the qualified voters of said County the following votes:


Proposition 1:

Shall the County of Boone impose an additional sales tax of three percent (3%) on the retail sales of adult use marijuana?

Yes	18,019
No	8,462

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Boone, done at office in Columbia, Missouri, this 10th day of April, 2023.

(seal)



Brianna L. Lennon
Clerk of the County Commission
and Election Authority in and for
the County of Boone, State of Missouri

171-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

April Session of the April Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 13th day of April 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the Local Emergency Planning Commission (LEPC) Grant Award.

Done this 13th day of April 2023.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Bendrick

Kip Bendrick
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Michael L. Parson
Governor

STATE OF MISSOURI

James Remillard
Director

Sandra K. Karsten
Director of Public Safety

STATE EMERGENCY MANAGEMENT AGENCY



DEPARTMENT OF PUBLIC SAFETY
PO Box 116, Jefferson City, Missouri 65102
Phone: (573) 526-9100 Fax: (573) 634-7966
E-mail: mosema@sema.dps.mo.gov



March 31, 2023

Pete Martin, Chairman
Boone County Local Emergency Planning Committee
2145 County Drive
Columbia, MO 65202

Dear Pete Martin,

Congratulations, your agency has been approved for the State Fiscal Year 2023 Local Emergency Planning Committee/District (LEPC/LEPD) award from the State Emergency Management Agency (SEMA) in the amount of \$ **42,954.88**. The performance period is April 1, 2023 through May 15, 2023. Enclosed are your award documents. **You, as the authorized official must sign the grant award of contract to certify acceptance of this award.** You are required to return the **original** forms back to SEMA **no later than, April 30, 2023**, to the following person and address prior to claims being reimbursed to your jurisdiction:

Missouri Emergency Response Commission (MERC)
Attn: Stephen McLane
PO Box 3133
Jefferson City, MO 65102

Your award number is **DPS-SEMA-23HZMT-002**.

This award is subject to all administrative and financial requirements as outlined in the FY 2023 LEPC/LEPD Program Manual and the Grant Award Specific Conditions (see attached). This includes the timely submission of all documentation and Salamander reporting.

Thank you for your support and cooperation with this effort. If you have any questions, please contact Stephen McLane, MERC Executive Director via email at Stephen.McLane@sema.dps.mo.gov or by phone at (573) 526-9237.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Remillard".

James Remillard
Director



A Nationally
Accredited
Agency



State Emergency Management Agency
 2302 Militia Drive
 P.O. Box 116
 Jefferson City, MO 65102
 Phone: (573) 526-9100
 Fax: (573) 634-7966

SUBRECIPIENT AWARD

DATE
 March 31, 2023

Award Number DPS-SEMA-23HZMT-002	Amendment No. N/A
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GRANTEE NAME Boone County Local Emergency Planning Committee	GRANTEE VENDOR NUMBER 436000349
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GRANTEE ADDRESS 2145 County Drive Columbia, MO 65202	ISSUING AGENCY MO State Emergency Management Agency PO Box 3133 Jefferson City, MO 65102
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GRANT INFORMATION

PROJECT TITLE Local Emergency Planning Committee/District (LEPC/LEPD) Grant	STATE AWARDING AGENCY Missouri State Emergency Management Agency
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CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO N/A	PERFORMANCE PERIOD FROM: 04/01/2023 TO: 05/15/2023
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STATE AWARD AMOUNT	\$42,954.88
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LOCAL COST SHARE	N/A
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TOTAL AWARD AMOUNT	\$42,954.88
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CONTACT INFORMATION

MERC Executive Director	GRANTEE PROJECT DIRECTOR
NAME Stephen McLane	NAME Della Luster
E-MAIL ADDRESS Stephen.McLane@sema.dps.mo.gov	E-MAIL ADDRESS dluster@boonecountymmo.org
TELEPHONE (573) 526-9237	TELEPHONE 5734423828

SUMMARY DESCRIPTION OF PROJECT

LEPC/LEPD Grant is a funding opportunity offered by the State Emergency Management Agency (SEMA). The purpose of the Missouri LEPC/LEPD Grant Program is to support a comprehensive, all-hazard emergency preparedness system with an emphasis on hazardous materials. SEMA, through the LEPC/LEPD Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri. There is no indirect cost rate for this award. All federally required articles will apply to state funding.

TYPED NAME AND TITLE OF OFFICIAL James Remillard, Director	TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL Pete Martin, Chairman
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SIGNATURE OF APPROVING OHS OFFICIAL	DATE	SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL <i>Pete Martin</i>	DATE 3/31/2023
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THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIFIC CONDITIONS.

SPECIFIC CONDITIONS

DATE
March 31, 2023

AWARD NUMBER
DPS-SEMA-23HZMT-002

Article I - Acknowledgement of Federal Funding from DHS

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article II - Activities Conducted Abroad

All subrecipients must ensure that project activities carried outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article III - Age Discrimination Act of 1975

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article IV - Americans with Disabilities Act of 1990

All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act (42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All subrecipients who collect personally identifiable information (PII) are required to have a publically available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Award subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article VI- Civil Rights Act of 1964 – Title VI

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article VII - Civil Rights Act of 1968

All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. Part 100, Subpart D.).

Article VIII – Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under Federal awards.

Article IX - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award subrecipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

Article X - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict Federal awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article XI - Drug-Free Workplace Regulations

All subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XII - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies; to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards; or for other reasons. However, these prohibitions would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XIII - Energy Policy and Conservation Act

All subrecipients must comply with the requirements of the Energy Policy and Conservation Act (42 U.S.C. § 6201), which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article XIV - False Claims Act and Program Fraud Civil Remedies

All subrecipients must comply with the requirements of the False Claims Act (31 U.S.C. § 3729), which set forth that no recipient of Federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XV – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-428B, item number 17 for additional information and guidance.

Article XVI - Fly America Act of 1974

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XVII - Hotel and Motel Fire Safety Act of 1990

All subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevent and control guidelines of Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a.

Article XVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), prohibition against discrimination on the basis of national origin, which requires that recipients of Federal awards take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XIX - Lobbying Prohibitions

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under a Federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XX - Non-supplanting Requirement

All subrecipients who receive Federal awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XXI - Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XXII - Procurement of Recovered Materials

All subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, (42 U.S.C. § 6962.). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXIII - Contract Provisions for Non-Federal Entity Contracts under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction"). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of

wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C 3704 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contract and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Article XXIV – SAFECOM

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXV - Terrorist Financing

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Executive Order and laws.

Article XXVI - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXVII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

All subrecipients must comply with the requirements of the government-wide Federal award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

Article XXVIII - Rehabilitation Act of 1973

All subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXIX - USA Patriot Act of 2001

All subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article XXX - Use of DHS Seal, Logo and Flags

All subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXI - Whistleblower Protection Act

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article XXXII - SEMA Specific Acknowledgements and Assurances

All subrecipients must acknowledge and agree to comply with applicable provisions governing SEMA access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by SEMA.
2. Subrecipients must give SEMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and

other individuals and information as may be necessary, as required by SEMA regulations and other applicable laws or program guidance.

3. Subrecipients must submit timely, complete, and accurate reports to the appropriate SEMA officials and maintain appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are delinquent.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the SEMA.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the SEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

Article XXXIII- Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by SEMA, you must request instructions from SEMA to make proper disposition of the equipment pursuant to 2 C.F.R. §200.313.

Article XXXIV - Prior Approval for Modification of Approved Budget

Before making any changes to the SEMA approved budget for this award, you must request prior written approval from SEMA by requesting a Subaward Adjustment.

Article XXXV - Incorporation by Reference of Notice of Funding Opportunity

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained under the SFY23 Missouri LEPC/LEPD Grant Program Manual.

Article XXXVI – Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal government.

Article XXXVII – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXVIII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXIX – Acceptance of Post Award Changes

In the event SEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article XXXX – Universal Identifier and System of Award Management

Unless the subrecipient is exempted from this requirement under 2 CFR 25.110, the subrecipient must maintain the currency of their information in the System for Award Management (SAM) until the subrecipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the subrecipient's information or another award term.

Article XXXXI – Ensuring the Future is Made in All of America by All of America's Workers

All subrecipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and Executive Order 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a Federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Article XXXXII – John S. McCain National Defense Authorization Act of Fiscal Year 2019

All subrecipients, and their contractors and subcontractors are subject to the prohibitions described in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS subrecipients, and their contractors and subcontractors – prohibits obligating or expending Federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXXXIII – Other Specific Conditions

1. Subrecipients are required to use WebGrants (<https://dpsgrants.dps.mo.gov/>) to submit Claim Requests. Subrecipients are encouraged to submit Claim Requests throughout the period of performance to allow for more up-to-date tracking of grant progress and prevent reimbursement delays.
2. Subrecipients are required to maintain an updated inventory of equipment in WebGrants and deployable resources in Salamander for items purchased with LEPC/LEPD grant funds.

172-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 23

In the County Commission of said county, on the 13th day of April 20 23


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 Amendment #1 to Contract C000368 using Cooperative Contract EC07-20 for 911 Equipment & Emergency Notification Software & Services for the Boone County Joint Communications Department Evans Consoles Incorporated of Grapevine, Texas.


Done this 13th day of April 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: March 21, 2023
RE: Amendment #1 to Contract C000368, Cooperative Contract EC07-20 –
911 Equipment & Emergency Notification Software & Services for the
Boone County Joint Communications Department

Purchasing requests approval for Amendment #1 to contract C000368, co-operative contract EC07-20 for 911 Equipment & Emergency Notification Software & Services with Evans Consoles of Grapevine, Texas to add the purchase of six (6) Iron Horse chairs for the Boone County Joint Communications Department. The original contract was established February 24, 2022 through Commission Order 63-2022.

Payment will reference Department/Object codes 2701 – Boone County Joint Communications 911 Operations/91300 – Machinery & Equipment: \$18,247.16

/lp

c: Contract File

CONTRACT AMENDMENT ONE
911 EQUIPMENT & EMERGENCY NOTIFICATION SOFTWARE AND SERVICES

The Agreement, County Contract **C000368**, awarded from cooperative contract **EC07-20** dated February 24, 2022, made by and between Boone County, Missouri and **Evans Consoles Incorporated** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD** the purchase of six (6) Iron Horse chairs as detailed below and pursuant to the attached quote dated March 3, 2023 incorporated as Attachment One:

Purchase - The County agrees to purchase from the contractor and the contractor agrees to provide the Boone County Joint Communications Department with six (6) Iron Horse chairs described as follows:

Description	Quantity	Firm Unit Price	Sub-Total Price
Iron Horse Seating 3100L	1	\$2,618.60	\$2,618.60
- Iron Horse 3100 with DCH Headrest, Ergo HD Armrests, HD Tilt Mech, 29" Black Aluminum Base, 60mm Hard Casters in Black Leather 1H-3100.ADCGBA.3BL1			
Iron Horse Seating 3100L	1	\$2,618.60	\$2,618.60
- Iron Horse 3100 with DCH Headrest, 4D Arms, HD Tilt Mech, 29" Black Aluminum Base, 60mm Hard Casters in Black Leather 1H-3100.AECGBA.3BL1			
Iron Horse Seating 3100L-SS	2	\$3,089.99	\$6,179.98
- Iron Horse 310S Seat Slider with DCH Headrest, HD Tilt Up Arms, HD Tilt Mech, 29" Black Aluminum Base, Short Shock, 60mm Hard Casters in Black Leather 1H-310S.ADCFBA.3BL1			
Iron Horse Seating 3100L-SS	2	\$3,089.99	\$6,179.98
- Iron Horse 310S Seat Slider with DCH Headrest, 4D Arms, HD Tilt Mech, 29" Black Aluminum Base, Short Shock, 60mm Hard Casters in Black Leather 1H-310S.AECFBA.3BL1			
Iron Horse Seating Sub-Total:			\$17,597.16
Shipping:			\$650.00
		Total, Firm Price:	\$18,247.16

4. **Billing and Payment** - All billing for this order shall be invoiced to the Boone County Joint Communications Department; 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. **Warranty** - The manufacturer's standard warranty shall apply and commence upon the County's acceptance of the seating.

6. **Delivery** - Delivery shall be to the Boone County Joint Communication Department located at 2145 County Drive, Columbia, Missouri, 65202. Delivery shall occur within 4-5 weeks after receipt of the purchase order; if longer time is required because of supply chain disruptions, the contractor shall promptly communicate any delay and coordinate with the Boone County Joint Communications Department about delivery.

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

EVANS CONSOLES INCORPORATED

BOONE COUNTY, MISSOURI

By Chris Banner
Title Regional Sales Manager

By: Boone County Commission

DocuSigned by:
[Signature]
57400BE098434D4...
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
7D710EAE28074DD
County Counselor

DocuSigned by:
Brianna Lennon
D267E2428FB948C...
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.)

2701/91300: \$18,247.16

DocuSigned by:
[Signature]
BC2450M1E7A63
Signature

3/21/2023

Date

Appropriation Accounts



DESIGN • SOLUTIONS • MISSION CRITICAL CARE • ALL DAY

Proposal for Boone County Joint Communications

March 3rd, 2023

Featuring: Iron Horse Seating
HGAC RFP No. EC07-20

Iron Horse 3100L	\$2,618.60/each
(1) Iron Horse 3100 with DCH Headrest, Ergo HD Arms, HD Tilt Mech, 29" Black Aluminum Base, 60mm Hard Casters in Black Leather	
IH-3100.ADCGBA.3BL1	<i>extended price x qty 1</i> \$2,618.60
Iron Horse 3100L	\$2,618.60/each
(1) Iron Horse 3100 with DCH Headrest, 4D Arms, HD Tilt Mech, 29" Black Aluminum Base, 60mm Hard Casters in Black Leather	
IH-3100.AECGBA.3BL1	<i>extended price x qty 1</i> \$2,618.60
Iron Horse 3100L-SS	\$3,089.99/each
(1) Iron Horse 310S Seat Slider with DCH Headrest, HD Tilt Up Arms, HD Tilt Mech, 29" Black Aluminum Base, Short Shock, 60mm Hard Casters in Black Leather	
IH-310S.ADCFBA.3BL1	<i>extended price x qty 2</i> \$6,179.98
Iron Horse 3100L-SS	\$3,089.99/each
(1) Iron Horse 310S Seat Slider with DCH Headrest, 4D Arms, HD Tilt Mech, 29" Black Aluminum Base, Short Shock, 60mm Hard Casters in Black Leather	
IH-310S.AECFBA.3BL1	<i>extended price x qty 2</i> \$6,179.98
IronHorse Seating Sub-total	\$17,597.16
Shipping to 65202 with lift gate service:	\$650.00
Total	\$18,247.16

(**Price excludes any applicable taxes).

Terms:

100% due net 30 upon chairs shipping
Proposal valid for 60 days

Please submit purchase order to cbanner@evansonline.com
or the address below:

EVANS Consoles Corporation

1616 - 27 Avenue NE
Calgary, Alberta
CANADA T2E 8W4
(403) 291.4444

EVANS Consoles Incorporated

1577 Spring Hill Road
Suite 110
Vienna, VA USA 22182
(855) 284.1129

info@evansonline.com
www.evansonline.com

173-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 23

In the County Commission of said county, on the 13th day of April 20 23


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


Now on this day, the County Commission of the County of Boone does hereby approve an Agreement with McKnight Tire Co. for Goodyear brand Tires, Tubes, Services. The terms of the Agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

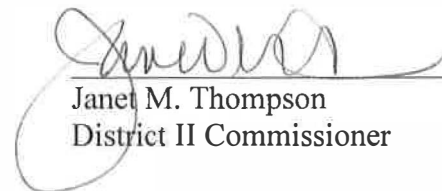
Done this 13th day of April 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


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: March 27, 2023
RE: Cooperative Contract: C000623 (State of MO cooperative contract CC191557003) – Tires, Tubes, and Services for Goodyear Tires with McKnight Tire Co.

Boone County Road & Bridge and Sheriff's Office request permission to utilize the State of Missouri cooperative contract CC191557003 (based on NASPO contract 19101) to purchase Tires, Tubes, and Services (Goodyear brand) from McKnight Tire Co. of Columbia, Missouri. County contract number is C000623.

This is a Term and Supply contract. Invoices will be paid from departments 1251 – GF Sheriff Operations, 1255 – GF Detention Operations, 2042 – RB Fleet & Equipment Maintenance Operations, account 59105 – Tires.

cc: Contract File
Greg Edington, Robert Sapp/Road & Bridge; Gary German, David Alexander/Sheriff; Contract File

**PURCHASE AGREEMENT
TIRES, TUBES, AND SERVICES - GOODYEAR**

THIS AGREEMENT, C000623, dated the 13th day of April 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **McKnight Tire Co.** herein "Vendor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for a Term and Supply contract for **McKnight Tire Co. to act as a reseller for The Goodyear Tire & Rubber Company** Tires, Tubes, and Associated Services in compliance with any addendum issued for the State of Missouri Office of Administration participating addendum Contract **CC191557003**, NASPO Valuepoint Master Agreement #19101, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Office of Administration Contract **CC19557003** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. Contract Period - The contract period shall be **April 1, 2023 through March 31, 2024**. Contract may be renewed if extended by agreement and consent between the Vendor and NASPO Valuepoint.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the Master Agreement and in conformity with the contract documents for the prices set forth in the Master Agreement.

Percentage Discount Off List Pricing of NASPO Pricook 4.1.19. to 3.31.20.:

		CC191557001 Bridgestone Americas
B1	Pursuit and Performance Tires	52.5%
B2	Automobile/Passenger Vehicles	48%
B3	Light Duty Trucks	48%
	Light Duty Trucks (Radial)	48%
	Light Duty Trucks (Bias)	NA
B4	Medium Commercial/Heavy Duty Trucks/Buses	60%
B5	Off Road	30%
	Off Road (Radial)	30%
	Off Road (Bias)	30%

Type of Service		Pursuit, Performance, Passenger (Product Sub- Category 1 & 2)	Light Duty Trucks (Product Sub-Category #3)	Medium Commercial/ Heavy Duty/Bus (Product Sub-Category #4)	
				Single	Dual
1	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	040-103-000 \$0.00	040-107-000 \$8.00	046-339-000 \$24.00	046-341-000 \$36.00
2	Change tire, dismount and mount	040-101-000 \$8.50	040-102-000 \$10.00	040-141-000 \$27.51	040-180-000 \$30.82
3	Flat Repair, remove, repair and mount	040-265-000 \$14.00	040-266-000 \$15.50	046-345-000 \$31.00	046-347-000 \$45.00
4	Flat repair, off vehicle	040-263-000 \$14.00	040-263-000 \$42.00	046-345-000 \$31.00	046-347-000 \$45.00
5	Rotate mounted tires (per tire)	046-161-000 \$3.50	046-163-000 \$3.50	046-109-000 \$17.16	046-109-000 \$17.16
6	New valve stem rubber or metal (per tire)	Rubber 041-263-000 \$3.00 Metal: 041-206-000 \$6.75	Rubber 041-263-000 \$3.00 Metal: 041-206-000 \$6.75	041-210-000 \$9.00..	041-210-000 \$9.00
7	Wheel balance-computer spin balance (Per Tire)	044-263-000 \$10.95	044-263-000 \$10.95	044-288-000 \$33.00	044-520-000 \$36.00
8	Wheel balance/Valve stem combo (per tire)	044-203-000 \$13.95	044-203-000 \$13.95	044-208-000 \$38.72	044-208-000 \$38.72
9	Alignment services				
	9a. Standard two-wheel alignment	\$69.95	\$69.95	Not Available	Not Available
	9b. Four-wheel alignment	\$74.95	\$74.95	Not Available	Not Available
	9c. Bushing/cam alignment	Current Mfg's list price for parts; Labor based on Mitchell Manual.	Current Mfg's list price for parts; Labor based on Mitchell Manual.	Not Available	Not Available
	9d. Vehicle Alignment Check Only	\$29.00	\$29.00	Not Available	Not Available
10.	Used tire recycle/disposal fee (per tire)	See applicable state laws	See applicable state laws	See applicable state laws	See applicable state laws
11	Bulk Tire disposal (min. of six tons capacity)	See applicable state laws	See applicable state laws	See applicable state laws	See applicable state laws

12	Tire pressure monitoring kit (per tire)	Current Mfg.'s list price for kit; Labor rate per Mitchell Manual	Current Mfg.'s list price for kit; Labor rate per Mitchell Manual	Not Available	Not Available
13	Service TPMS Sensors/System	2.50/tire	2.50/tire	Not Available	Not Available

4. Billing and Payment - All billing shall be invoiced to the **Boone County ordering department which includes the Road & Bridge Department and the Sheriff's Office**, and billings may only include the prices listed in the Master Agreement. No additional fees for delivery or extra services not included or taxes shall be included as additional charges in excess of the charges in the Master Agreement to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered if any, in the Master Agreement if County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. 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.

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

7. Termination - This agreement may be terminated by the County upon thirty (30) calendar 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.

MCKNIGHT TIRE CO.

DocuSigned by:

 By _____
G146A405F3944E2...
 Title Retail Sales

BOONE COUNTY, MISSOURI

By: Boone County Commission
 DocuSigned by:

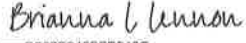

5F400B9386434D4
 Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:


7D71DEAEB9D74DD...
 CJ Dykhous, County Counselor

ATTEST:

DocuSigned by:


D267E242BFB948C...
 Brianna L. Lennon, 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.)

DocuSigned by: <i>Kyle Riemer by J</i> <i>As Franckman Regional</i> 8C24B084EE7A483	4/6/2023	1251, 1255, 2042; 59105: Term and Supply
Signature	Date	Appropriation Account

174-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 13th day of April 20 23

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 Contract C000619 from RFP 01-09JAN23 for Extradition Services for the Boone County Sheriff's Office to US Corrections, LLC of Nashville, Tennessee.

Done this 13th day of April 2023.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: March 30, 2023
RE: Award Contract C000619 from RFP 01-09JAN23 – Extradition Services, Term & Supply for the Boone County Sheriff's Office

Request for Proposal 01-09JAN23 solicited proposals for Extradition Services for the Boone County Sheriff's Office. Only one proposal was received. The proposal from U.S. Corrections, LLC of Nashville, Tennessee has been reviewed by an Evaluation Committee that includes Major Gary German, Captain Jenny Atwell, and Budget Administrator Leasa Quick.

One round of negotiation was conducted with the sole offeror, US Corrections. Their Best and Final Offer response has been evaluated and accepted along with the initial proposal.

The proposal has been recommended for contract award and is considered the "lowest and best" proposal. It is noted for the Commission and the record that the RFP was advertised, posted, and available for download from the County's electronic bidding platform in an effort to obtain competitive proposals. Only the one proposal was received; a rebid would not likely result in obtaining more offers.

The initial contract period will run from April 01, 2023 through March 31, 2024. There are two (2) one-year renewal options available.

This is a Term and Supply contract. Payments will reference this coding: 1255 – General Fund Operations/85600 - Extradition Expense.

/lp

cc: Major Gary German
File RFP

**PURCHASE AGREEMENT
FOR
EXTRADITION SERVICES**

THIS AGREEMENT, County Contract # **C000619** awarded from **RFP 01-09JAN23**, dated the 13th day of April 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **U.S. Corrections, 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 **Extradition Services**, County of Boone Request for Proposal (RFP) number **01-09JAN23** in its entirety including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed proposal Vendor Response/Pricing Page(s), Certification Regarding Lobbying, Certification Regarding Debarment, Work Authorization Certification, Boone County Standard Terms and Conditions, as well as the Contractor's proposal response dated **01/09/2023**, executed by **David Warden III**, on behalf of the Contractor, **Best and Final Offer #1** dated **03/15/2023** executed by **David Warden III**, and e-mail clarifications dated **03/21/2023** and **03/14/2023** from **Dave Warden**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the proposal response may be permanently maintained in the County Purchasing Office RFP file for this RFP if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, and RFP 01-09JAN23 including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed proposal Vendor Response/Pricing Page(s), Certification Regarding Lobbying, Certification Regarding Debarment, Work Authorization Certification, Boone County Standard Terms and Conditions shall prevail and control over the Contractor's proposal response.

2. Contract Period – The contract period shall be **April 01, 2023 through March 31, 2024**. Two (2) one-year renewal periods are available to extend the contract period beyond the initial one-year period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Extradition Services on an as needed, if needed basis. Extradition Services shall be provided as required in the RFP specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by the County:

Extradition Services	
Description of Service	Firm, Fixed Unit Price or Discount
Item 5.1.1 Firm, Fixed Price Per Mile – Adult Prisoner	\$2.50/Mile

Item 5.1.2 Firm, Fixed Price Per Mile – Juvenile Prisoner <i>*Costs shall be reimbursed at actual cost with provision of supporting documentation (invoices) to the County from U.S. Corrections LLC.</i>	Case-By-Case
Item 5.1.3 Firm, Fixed Minimum Price for Trip	\$800.00/ Trip Minimum Price
Item 5.1.4 Firm, Fixed Fee for Limited Service Area Pick-Up “Limited Services Area” shall be defined as travel to/from the states of Washington, Oregon, Nebraska, North Dakota, South Dakota, Montana, Idaho, Wyoming, Hawaii, Alaska, and Maine (U.S. Territories included). This fee may be charged in addition to mileage. <i>*Costs shall be reimbursed at actual cost with provision of supporting documentation (invoices) to the County from U.S. Corrections LLC.</i>	Case-By-Case
Discount if more than one prisoner per pick-up/drop-off location at same time	25%
Special Requests: Release Dates, Court Dates, Specific Pick-Up /Drop-off, IAD	\$650.00 per occurrence

4. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar 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. 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.

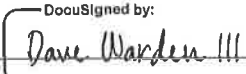
6. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

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

U.S. CORRECTIONS, LLC

by  _____
DocuSigned by:
334558DAE08C4D1...
 title Director of Sales and Contracts _____

BOONE COUNTY, MISSOURI

by: Boone County Commission

 _____
DocuSigned by:
57400BED98434D4...
 Presiding Commissioner

APPROVED AS TO FORM:

 _____
DocuSigned by:
7D71DEAEB9D74DD...
 County Counselor

ATTEST:

 _____
DocuSigned by:
D267E242BFB948C...
 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 1255 - Account: 85600: \$60,000.00

DocuSigned by: <i>Kyle Roman</i> by J Signature Account	4/7/2023 Date	Appropriation
--	------------------	---------------

175-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 23

In the County Commission of said county, on the 13th day of April 20 23

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

Now on this day, the Boone County Commission takes up the disposition of the **2021** tax sale surplus relating to **Parcel 18-102-05-02-003.00**, which had an owner of record at the time of the tax sale named **Ernest Wayne Greenup**:


Pursuant to RSMo §140.230 the Commission is authorized to approve claims for any tax sale surplus being held by the County Treasurer associated with the County Collector's annual tax sale as part of a redemption or to claimants after the expiration of the applicable redemption period. In this instance, the Collector's Deed was issued on 1/9/2023 (recorded at Book 5707, Page 200 Boone County records) which ended the defeasible right to redeem under RSMo §140.340 and began the 90-day claims period contemplated in RSMo §140.230.2. One claim has been received from the United States Department of Agriculture (USDA), formerly known as the USA Farmers Homes Association. The Claimant, USDA, is the holder of the Deed of Trust on the subject property recorded at Book 709, Page 270 Boone County Records, with a total amount outstanding of \$92,215.80 as of November 2022. The documentation which supports this claim is made a part of this record. The application of the Claimant to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to her office and made a part of this record, is satisfied that **United States Department of Agriculture (USDA)** is entitled as claimant to the total surplus of **\$21,372.57**.

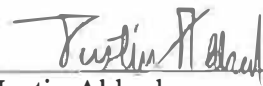
NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the claim of claimant USDA and directs the payment **\$21,372.57** per the USDA's surplus application to USDA, 601 Business Loop 70 West, Parkade Center Suite 235, Columbia, Missouri 65203

Done this 13th day of April 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner



Tom Darrough
Boone County Treasurer

SURPLUS CLAIM

NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

I, United States of America, acting through the United States Department of Agriculture Rural Housing Service (RHS), formerly Farmer's Home Administration shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus \$21,372.57 resulting from the tax certificate sale conducted by the Boone County Collector on August 23, 2021. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not waive legal right of property redemption within statutory limits
- The Boone County Treasurer processes surplus claims without charge
- Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
- The claim may not be approved as submitted, and additional information might be requested

Parcel: 18-102-05-02-003.00

Land Description: 10515 E Serenity Cir

L11 Meadow Village as shown in Plat Book/Page 10/105

Current mailing address:

601 Business Loop 70 West, Parkade Center Suite 235

Columbia

MO

65203

City

State

Zip

Current mailing address (if second different than first party):

Street

City

State

Zip

Social Security Number: _____

Social Security Number: _____

Driver's License/State ID Number: _____


Driver's License/State ID Number: _____

Daytime Telephone Number(s): _____

Daytime Telephone Number(s): _____

All parties must sign and notarize on following page.

Signature


Shane Ebeling, AD

Date 9-27-22

BOONE COUNTY GOVERNMENT CENTER
801 EAST WALNUT STREET, ROOM 205
COLUMBIA, MISSOURI 65201
(573) 886-4365
FAX (573) 886-4369
TREASURER@BOONECOUNTYMO.ORG
WWW.SHOWMEBOONE.COM/TREASURER

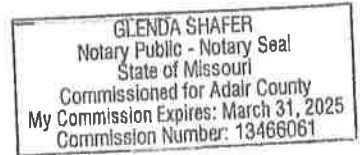


Tom Darrough
Boone County Treasurer

State of Missouri
County of Adair

On this 27th day of September In the year 2022, before me, the undersigned notary public, personally appeared Shane Ebeling, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Glenda Shafer



Notary Public

Signature Date

State of _____
County of _____

On this _____ day of _____ In the year _____, before me, the undersigned notary public, personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Public

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201.
YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S LICENSE(S) OR STATE ID(S).
Once paperwork is received and verified a check will be issued and mailed to address above.

BOONE COUNTY GOVERNMENT CENTER
801 EAST WALNUT STREET, ROOM 205
COLUMBIA, MISSOURI 65201
(573) 886-4365
FAX (573) 886-4369
TREASURER@BOONECOUNTYMO.ORG
WWW.SHOWMEBOONE.COM/TREASURER



Recording Date/Time: 01/09/2023 at 01:29:43 PM

Book: 5707 Page: 200

Instr #: 2023000355

Pages: 2

Fee: \$27.00 S

Bob Nolte
Recorder of Deeds

COLLECTOR'S DEED FOR TAXES

WHEREAS, *HQ Real Estates LLC* (2810 Blue Ridge Rd, Columbia, MO 65202) did, on the 6th day of January, 2023, produce to the undersigned *Brian McCollum*, Collector of the County of *Boone*, in the State of Missouri, a certificate of purchase, in writing, bearing date the 24th day of August, 2021, signed by *Brian McCollum*, who at the last mentioned date was Collector of said county, from which it appears that the said *HQ Real Estates LLC* did on the 23rd day of August, 2021, purchase at public auction in the Commission Chambers of the Roger B. Wilson Government Center in said county, the tract, parcel or lot of land lastly in this indenture described, and which lot was sold to *HQ Real Estates LLC* for the sum of \$26,000.00, being the amount due on the following tracts or lots of land, returned delinquent in the name of *Ernest Wayne Greenup*, for non-payment of taxes, costs and charges for the years 2019 and 2020 namely:

18-102-05-02-003.00 Sec 05 T48 R11

10515 E Serenity Cir

L11 Meadow Village as shown in Plat Book/Page 10/105

which said lands have been recorded, among other tracts, in the office of said Collector, as delinquent for the non-payment of taxes, costs, and charges due for the year last aforesaid, and legal publication made of the sale of said lands; and it appearing that the said *HQ Real Estates LLC* is the legal owner of said certificate of purchase and the time fixed by law for redeeming the land therein described having now expired, the said *Ernest Wayne Greenup*, nor any person in his behalf having paid or tendered the amount due the said *HQ Real Estates LLC* on account of the aforesaid purchase, and for the taxes by them since paid, and the said *HQ Real Estates LLC* having demanded a deed for the tract of land mentioned in said certificate, as above specified, and it appearing from the records of said County Collector's office that the aforesaid lands were legally liable for taxation, and has been duly assessed and properly charged on the tax book with the taxes for the years 2019 and 2020;

Therefore, this indenture, made this 9th day of January, 2023, between the State of Missouri, by *Brian McCollum*, Collector of said *Boone* County, of the first part, and the said *HQ Real Estates LLC* of the second part, Witnesseth: That the said party of the first part, for and in consideration of the premises, has granted, bargained and sold unto the said party of the second part, their heirs and assigns, forever, the tract or parcel of land mentioned in said certificate, situate in the County of *Boone*, and State of Missouri, and described as follows, namely:

18-102-05-02-003.00 Sec 05 T48 R11
10515 E Serenity Cir
L11 Meadow Village as shown in Plat Book/Page 10/105

to have and to hold the said last mentioned tract or parcel of land, with the appurtenances thereto belonging, to the said party of the second part, *their* heirs and assigns forever, in as full and ample a manner as the Collector of said county is empowered by law to sell the same.

In Testimony Whereof, the said *Brian McCollum*, Collector of said County of *Boone*, has hereunto set his hand, and affixed his official seal, the day and year last above written.

Witness: *Brianna L. Lennon*
Brianna L. Lennon
Clerk of *Boone* County

Brian McCollum (L.S.)
Brian McCollum
Collector of *Boone* County



STATE OF MISSOURI, Boone County, ss:

Before me, the undersigned, notary public, in and for said county, this day, personally came the above named, *Brian McCollum*, Collector of said county, and acknowledged that he executed the foregoing deed for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and seal, this 9th day of January, 20 23.

BELINDA A. DAVIS
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires Sept. 27, 2025
Commission #21623369

Belinda A. Davis (L.S.)
Belinda A. Davis - Notary Public

Property Information

Property Location (Situs Address)	10515 E SERENITY CIR
-----------------------------------	----------------------

Legal Description ___FB___ Initial If legal description matches description on delinquent statements. If not, explain discrepancies in Additional Info.	MEADOW VILLAGE LOT 11	RECEIVED MAY 11 2021 BOONE COUNTY COLLECTOR

Vesting Deed

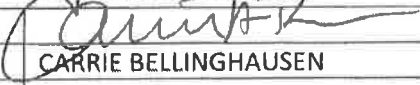
Name of Owner(s)	GREENUP ERNEST WAYNE
Address	10515 E SERENITY CIR., COLUMBIA MO 65202-8528
Title Taken By	WARRANTY DEED; QUIT CLAIM DEED
Date of Deed	1/13/1989; 10/7/1997
Date Recorded	1/13/1989 11:38:00 AM; 10/8/1997 9:19:29 AM
Book/Page	709/269; 1352/169
Address Correction	

Open Deed(s) of Trust

First Deed of Trust	USA FARMERS HOME ADMINISTRATION
Lender's Address	555 VANDIVER DR., COLUMBIA, MO 65202
Deed of Trust Date	1/13/1989
Date Recorded	1/13/1989 11:39:00 AM
Book/ Page	709/270
Loan Amount	\$40,000.00
Assigned To	
Date Assigned	

Second Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

Lien Search Company

Signature of Searcher	
Searcher (print)	CARRIE BELLINGHAUSEN
Date Searched	05/06/2021



Additional Liens

Special Assessments	
Tax Bill #	
Address	

Federal Tax Liens	
Date	
Address	

State Tax Liens	
Date	
Address	

Mechanics Liens	
Date	
Address	

Judgments	
Date	
Address	
Case #	

Other (Lis Pendens, Bankruptcies, etc)	
Date	
Address	
Case #	

Additional Information



Boone County, Missouri

Filed for record on October 8 19 29 at 9:19 o'clock A.M. in Boone County, Mo.

169

Document No. 21634 recorded in Book 1352 page 169 BETTIE JOHNSON, Recorder of Deeds.

Unofficial Document

QUIT-CLAIM DEED

THIS INDENTURE, Made on the 7th day of October A.D. One Thousand Nine Hundred and Twenty-Three by and between Becky Sue Greenup, a single person,

of the county of Boone in the State of Missouri party of the First Part, and Ernest Wayne Greenup, a single person, (Grantee's mailing address is:) 10515 East Serenity Circle, Columbia

of the County of Boone and State of Missouri party of the Second Part:

WITNESSETH, That the said party or parties of the First part in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the said party or parties of the Second Part, the following described real estate, lying, being and situate in the County of Boone and State of Missouri, to-wit:

Lot 11 MEADOW VILLAGE according to the Plat thereof recorded in Plat Book 10 Page 105 of the Boone County Records.

TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging, unto the said party or parties of the Second Part, and their heirs and assigns, FOREVER; so that neither the said party or parties of the First Part, nor their heirs, nor any other person or persons for them or in their name—or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred. IN WITNESS WHEREOF, The said party or parties of the First Part has or have hereunto set their hand or hands the day and year first above written.

Signed, Sealed and Delivered in presence of us

Becky Sue Greenup (Signature) Becky Sue Greenup

*Cross this clause in case this Deed is not made in release of some other instrument

STATE OF MISSOURI County of Boone

On this 7th day of October, 19 29.

before me personally appeared Becky Sue Greenup, a single person,

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri the day and year first above written. My term expires June 19 1927



Theresa L. Shay Notary Public

IN THE RECORDER'S OFFICE M. on the day of A.D. 19 , duly filed for record in this office, and has been recorded in Book Page

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year aforesaid.

(SEAL)

Recorder

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

170.

Unofficial Document

Document No. 21634



STATE OF MISSOURI }
COUNTY OF BOONE } SS.

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 8th day of October, 1997 at 9 o'clock and 19:29 minutes AM and is truly recorded in Book 1352 Page 169.

Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS

by *Paul Ashlock* deputy
PAUL ASHLOCK

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Warranty Deed
Unofficial Document

Document No. 634 recorded in Book 709 page 269 **BETTIE JOHNSON, Recorder of Deeds.** 269

TWO DEED, Made and entered into this 13th day of January A.D. One Thousand Nine Hundred and Eighty-Nine, by and between Richard L. Greenup and Tammy J. Greenup, husband and wife of Ernest W. Greenup and Becky S. Greenup, husband and wife

of Boone County, State of Missouri

WITNESSETH, That the said party or parties of the First Part, for and in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said party or parties of the Second Part, the following described real estate situated in the County of Boone, in the State of Missouri to-wit:

Lot Eleven (11) Meadow Village According to the Plat thereof recorded in Plat Book 10, Page 105 of the Boone County Records.

Subject to easements and restrictions of record.

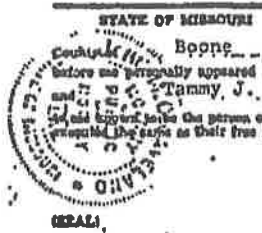
Address of Property _____
Assessor's Tax Parcel No. _____

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said party or parties of the Second Part, and to their heirs and assigns forever; the said party or parties of the First part hereby covenanting that said party or parties and the heirs, executors, and administrators of such party or parties shall and will warrant and defend the title in the premises unto the said party or parties of the Second Part, and to their heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever,

except taxes for 1989 and thereafter

IN WITNESS WHEREOF, the said party or parties of the First Part has or have hereunto set their hand or hands the day and year first above written.

WITNESS
Richard L. Greenup
Tammy J. Greenup
Tammy S. Greenup



STATE OF MISSOURI }
Boone }
On this 13th day of January, 1989
Richard L. Greenup
and Tammy J. Greenup, husband and wife
before me personally appeared
I, the undersigned, being the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office to Columbia, Missouri the day and year first above written.
My term expires February 19 1991
John M. Cleveland
Notary Public



STATE OF MISSOURI }
County of Boone }
Recorder of said county, do hereby certify that the within instrument of writing was at 11 o'clock 38 minutes on the 13 day of JANUARY, A.D. 1989, duly filed for record in this office, and has been recorded in Book 709, Page 269.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year above written.
BETTIE JOHNSON, Recorder
By Julie Hopwood, Deputy
JULIE HOPWOOD

Nora Dietzel, Recorder of Deeds

From: [Ebeling, Shane - RD, State Office](#)
To: [CJ Dykhouse](#)
Subject: Ernest W & Becky Greenup
Date: Monday, November 7, 2022 10:40:21 AM

CAUTION: This email originated outside of boonecountymo.org. ONLY use links and attachments which are familiar.

CJ,

Following up to our conversation a few weeks ago (I have been out unexpectedly for a while) concerning the 2021 tax sale of Ernest W. & Becky Greenup and USDA – Rural Development’s claim as 1st Lien holder. Below you will see the outstanding debt owed to USDA – Rural Development, which is our reasoning to claim the amount of \$21,372.57.

In summation:

Principal Balance:	\$12,057.24
Uncollected Interest:	\$ 6,097.49 (as of Nov. 2, 2022...\$3.14 per diem)
Fees:	\$ 9,648.43
Subsidy Recapture:	<u>\$64,412.64</u>

Total Due to Government: \$92,215.80

Last payment date was 7-07-17, now due for 5-13-17 installment.

Please contact me with any questions.

Thanks,

Shane Ebeling

Area Director

Rural Development

United States Department of Agriculture

2410 S. Franklin St. | Kirksville, MO 63501

Phone: (660) 665-3274, Ext. 3014 | Cell: (660) 988-7448 | Fax: (855) 842-0825

www.rd.usda.gov/mo

“Together, America Prospers”

Stay Connected with USDA:

[Sign up for notifications from Rural Development in Missouri](#)

[Follow us on Twitter at @RD_Missouri](#)

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176-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

April Session of the April Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 13th day of April 20 23

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 Memorandum of Understanding for the Placement of George Bush Marker between Boone County and the following:

- Community Remembrance Project for Boone County

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

Done this 13th day of April 2023.

ATTEST:



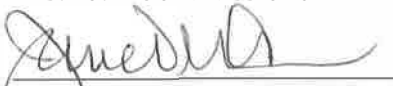
Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick

Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

**MEMORANDUM OF UNDERSTANDING
PLACEMENT OF GEORGE BUSH MARKER**

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered into this 13th day of April, 2023, by and between **Boone County, Missouri**, a political subdivision of the State of Missouri, (herein County), and **Bradford Boyd-Kennedy on behalf of the Community Remembrance Project of Boone County** (herein Donor).

WHEREAS, Donor and County previously entered a MOU regarding the Community Remembrance display installed at the Boone County Government Center in an agreement approved by Commission Order 259-2022; and

WHEREAS, Donor wishes to coordinate the donation of a marker to further memorialize the George Bush lynching; and

WHEREAS, County will arrange for the placement of the marker on the courthouse plaza near the area where the original Boone County Courthouse was built; and

WHEREAS, the marker will be designed so as to be similar in appearance to the African-American Heritage Trail signage in downtown Columbia (black background and gold text); and

WHEREAS, Donor desires to transfer all right, title, and ownership that it has in entirety of the donated marker to County which thereafter shall be under the sole control and discretion of the Boone County Commission; and

NOW, THEREFORE, in consideration of mutual agreements contained herein, the parties agree as follows:

1. Donor will facilitate the fabrication and donation of a marker memorializing the lynching of George Bush with text as set out in the exhibit attached hereto and made a part hereof.
2. The marker will be designed with a black background and gold font similar to those markers already in place in downtown Columbia marking the African-American Heritage Trail.
3. Donor will donate the marker and an appropriate post to County and County will arrange for the installation of the marker and post on the courthouse plaza near the entrance of the original Boone County Courthouse with the exact placement to be determined by County after underground utility locates and after consideration of existing installations on the plaza.
4. The marker installation and display will serve to document historical and unjust acts of lynching in Boone County, Missouri, and thus provide a tangible way for community members to confront the legacy of racial terror.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their properly-authorized officials on the day and year first above written.

[Signatures appear on next page.]

Exhibit A
Approved Marker Text

Side 1

The Lynching of George Bush

On September 7, 1889, a white mob abducted a Black teenager named George Bush from the county jail in Columbia and lynched him. He was only 17 or 18 years old when he was killed. On September 5, Mr. Bush was arrested and held in the county jail for having allegedly "mistreated" a white girl. The allegation infuriated the white community and "muttered threats of lynching" began to circulate. Despite their legal duty to protect Mr. Bush, law enforcement officers failed to take precautions. On the evening of September 6, a mob of about 25 armed white men surrounded the jail intent on lynching Mr. Bush. Around 1:30 a.m. on September 7, the mob broke into the jail, kidnapped Mr. Bush, and carried him to the courthouse next door. They tied a noose around his neck, gagged him with a large stick, and hanged him from a second story window. A deputy sheriff who watched the mob lynch Mr. Bush did not attempt to intervene. The mob pinned a note to Mr. Bush's chest that read, "Don't cut this down till 7 a.m. This is what we intend to do with all who commit this crime" – disregarding the fact that Mr. Bush never had the opportunity to defend himself at trial. The mob further warned that anyone who exposed the mob members' identities would "be dealt with in the same manner." Despite the mob's lawlessness and continuing threats to menace the community with lynching, none of the mob participants were held accountable for killing George Bush.


Side 2

Lynching in America

Between 1865 and 1950, thousands of African Americans were victims of mob violence and lynching across the United States. Following the Civil War, many white people remained committed to the ideology of white supremacy and resorted to fatal violence and racial terror to fiercely resist equal rights for Black people. Lynching emerged as the most public and notorious form of racial terrorism, and this violence was largely tolerated by local, state, and federal officials who routinely failed to hold white mobs accountable for their crimes of lynching. Many African Americans were lynched for resisting exploitation, violating perceived social customs, engaging in interracial relationships, or being accused of crimes even when there was no evidence tying the accused to an offense. Denied equal protection under the law, Black lynching victims were regularly pulled from jails, prisons, or courtrooms or delivered over to mobs by law enforcement officers who were responsible for protecting them. The repeated failure of officials and police to intervene and prevent racial terror lynchings sent the clear message that Black people had no reliable protection from the threat of white mob violence. Although the names and stories of many victims may never be known, at least 68 racial terror lynchings have been documented in Missouri, with at least two known to have taken place in Boone County, between 1865 and 1950.

**Community Remembrance Project of
Boone County**

Boone County, Missouri




Bradford Boyd Kennedy

By: 

Kip Kendrick, Presiding Commissioner

ATTEST:



Brianna L. Lennon, Boone County Clerk

Acknowledged for Inventory Purposes:



Kyle Rieman, County Auditor

Approved as to Legal Form:



C.J. Dykhouse, County Counselor

177-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

April Session of the April Adjourned

Term. 20 23

In the County Commission of said county, on the 13th day of April 20 23

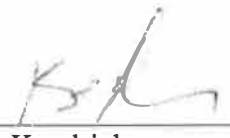
the following, among other proceedings, were had, viz:

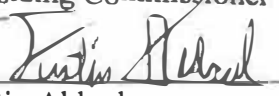
Now on this day, the County Commission of the County of Boone does hereby approve the request to hire above the flexible hiring range for Position Number 379, Victim Assistant, and does hereby authorize an appropriation of \$44,928.00 for the salary of said position.

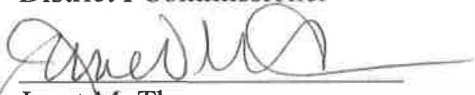
Done this 13th day of April 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet 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 Alyson Michelle Shock Department Prosecuting Attorney - 1261

Position Title Victim Assistant Position No. 379

Proposed Starting Salary (complete one only) Annual: 44,928 % of Mid-Point 100.7
 OR Hourly: _____ % 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)

Alyson has been the victim advocate in another county for 2 years. Her work history as a law enforcement officer and as a forensic interviewer will allow her to contribute greatly to this office. She has experience with VOCA grant writing and reporting, both of which will help this office. She also has experience using our case management system, Karpel, which will allow her to contribute to this office immediately upon beginning employment.

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:

Alyson's unique experience, especially her past experience with grant writing and administration, makes her a great fit for this position.

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

Not applicable

Additional comments:

Administrative Authority's Signature: [Signature] Date: 4/3/23

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: 4/4/23

Human Resource Director's Recommendations:

Approved - This will create some compression between Victim Assistants but candidate has relevant experience that will add to the office's abilities and will take on additional duties with grants.

Human Resource Director's Signature: [Signature] Date: 4/7/23

County Commission Approve Deny
 Comment(s):

Presiding Commissioner's Signature: [Signature] Date: 4/13/2023

District I Commissioner's Signature: [Signature] Date: 4/13/2023

District II Commissioner's Signature: [Signature] Date: 4/13/2023

178 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 23


In the County Commission of said county, on the 13th day of April 20 23

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

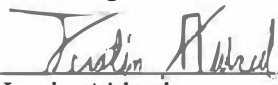
Now on this day, the County Commission of the County of Boone does hereby approve the request to hire above the flexible hiring range for Position Number 931, Accountant II, and does hereby authorize an appropriation of \$65,000.00 for the salary of said position and an additional \$2,500.00 salary at the successful completion of a probationary period.

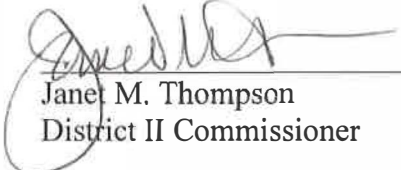
Done this 13th day of April 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet 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 Jeff Shockley Department Auditor

Position Title Accountant II Position No. 1110-931

Proposed Starting Salary (complete one only) Annual: 65,000 + \$2,500 (aftr probtn) % of Mid-Point 96% then 99%
 OR Hourly: _____ % of Mid-Point _____

No. of employees in this job classification within your Department? One (currently vacant)

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

Jeff has his Master's in Accountancy and 7 years accounting experience in the public finance and auditing. His experience includes preparing, reviewing, and approving financial transactions; preparing financial statements; working with external auditors; state and federal grant compliance and other ad hoc analyses and reports.

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?
Should not have any impact internal or external to the office. There are no Accountant positions in other County offices.

Additional comments:
Budgetary impact: this salary (\$67,500) will result in an increase to the salary and wage budget of ~\$10,500 annually which can be covered by managing overtime costs. Vacancy savings (other Accountant position) will also offset cost.
 Administrative Authority's Signature: [Signature] Date: 4-7-23

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: 4-7-23

Human Resource Director's Recommendations:
Approve- Education and experience in line with request and will not create inequity in department.
 Human Resource Director's Signature: [Signature] Date: 4/7/23

County Commission Approve Deny
 Comment(s): _____
 Presiding Commissioner's Signature: [Signature] Date: 4/13/2023
 District I Commissioner's Signature: [Signature] Date: 4/13/2023
 District II Commissioner's Signature: [Signature] Date: 4/13/2023

179-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 23

In the County Commission of said county, on the 13th day of April 20 23

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 Approval of Proposal for Consultant Services form with A Civil Group, LLC for Legal Descriptions research and drafting for the Collector's 2023 Delinquent Tax Sale.

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

Done this 13th day of April 2023.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 13th day of April, 2023, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: **A Civil Group, LLC**

Project/Work Description: Legal Descriptions research and drafting for the Collector's 2023 Delinquent Tax Sale

Proposal Description: Services will be provided as requested by the County Collector with research to be billed at the rate of **\$120.00 per hour, with a total contract not to exceed \$4,000.00** without additional, written approval from the County.

Modifications to Proposal: Owner's representative shall be considered the **Boone County Collector of Revenue**. Consultant shall provide an itemized charge per legal description prepared, in addition to Consultant's monthly invoices for payment, to allow the addition of said direct cost to the relevant parcel as part of the costs of the delinquent tax sale.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

A CIVIL GROUP, LLC

By Jay Gebhardt
Jay Gebhardt, Chief Operating Member
Dated: 4/2/23

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner
Dated: 4.13.2023

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature]
Collector of Revenue

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 appropriations sufficient to pay the costs arising from this contract.

Kyle Pieman by [Signature] 4-23 1150-71101
Auditor Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 23

In the County Commission of said county, on the 13th day of April 20 23

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

Now on this day, the County Commission of the County of Boone does hereby re-appoint the following:

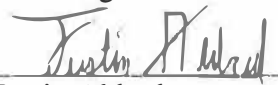
Dr. Elizabeth Hussey	Vicious Dog Advisory Board	Re-Appointment	3-Year Term	April 11, 2023 through March 31, 2026
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Done this 13th day of April 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner



Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: VICIOUS DOG ADVISORY BOARD Term: 3yr.

Current Township: _____ Today's Date: 2/8/23

Name: ELIZABETH SUE HUSSEY

Home Address: 655 NORTH ROUTE 0

City: ROCKFORD Zip Code: 65279

Business Address: 1700 I-70 DRIVE SW

City: COLUMBIA Zip Code: 65203

Home Phone: 573 808 6897 Work Phone: 573 445 4466

Fax: 573 445 0197 E-mail: ESHUSSEY@GMAIL.COM

Qualifications: _____

Practicing small animal veterinarian since 1989
Owner - Human Animal Hospital - Central in Columbia

Former President & Board Member of Central MO
Humane Society

Current veterinarian of record for
Boone County Animal Care

Have served on the Vicious Dog Advisory Board
several previous terms

Past Community Service: _____

Current member Missouri Review board
(UMC Literary magazine)

Current radio host KFRU-1400 AM call-in
show "The Pet Place"

Current newsletter editor / former executive board
member Columbia Passage and Canine Training Assoc.

Current member, Columbia / Boone County
Board of Health


References: _____

Dr. John S. Williams, retired small animal veterinarian
email: johnswilliams66@gmail.com

Dr. John Rhoades, retired Dean & professor - UMC
573-442-2870 College of Veterinary Medicine

Amy Stepleton Missouri Life Magazine amy@missouri life.com

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.



Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311