

370-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

August Session of the July Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 29th day of August 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 Permanent Stormwater Management BMP Security Agreement and Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Ravenwood Plat 2.

Terms of the Agreement are stipulated in the attached and it is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 29th day of August 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

Permanent Stormwater Management BMP Security Agreement

Date: June 23, 2023

Developer/Owner Name: Fred Overton Development, Inc.

Address: 2712 Chapel Wood View, Columbia, MO 65203

Development: Ravenwood Plat No. 2

This agreement is made by and between the above-named developer (herein “Developer”) and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein “County”) and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations and the Boone County Subdivision Regulations. This agreement is made pursuant to Section 1.7.5 in the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to obtain final acceptance of the subdivision final plat for the development described above, and to assure County of final completion of required permanent stormwater management BMP improvements. By entering into this agreement, the developer is agreeing to comply with the Construction Plans described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plans, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to complete the following described improvements in accordance with the published Boone County Stormwater Regulations and related specifications contained within the regulations now in effect and the Construction Plans described below:

Construct one (1) Bioretention Basin/Cell located on the future common lot between Renwick Ct. and Renfield Dr. described by the Permanent Stormwater Management Easement recorded in Book 5476, Page 180 in accordance with the Construction Plans by Crockett Engineering Consultants LLC that were reviewed for compliance and authorized to proceed by Boone County on April 7, 2022.
- 3. Time for Completion** – The Developer agrees to complete the permanent stormwater management BMP improvements as described above no later than the 1st day of November 2024, and all such improvements shall pass County inspection as of this date.

4. **Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$11,850.00, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form (check one):
- Cash deposit with County Treasurer
 - Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
 - Certificate of Deposit issued by FDIC insured bank for a term of ___ months
 - Corporate surety bond issued to Boone County
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the selected form of security contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to the *Time for Completion date listed in 3 above*, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the *selected form of security in 4 above* can be released to Developer. If no written proof has been provided to the financial institution issuing the *selected form of security in 4 above* that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on the *Time for Completion date listed in 3 above*, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the *selected form of security in 4 above* to the account then-designated by the Boone County Treasurer. If the total sum of the selected form of security in 4 above is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By: 

Printed Name: Fred Werton

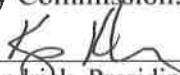
Title: owner / Pres

BOONE COUNTY, MISSOURI:


Department of Resource Management


Bill Florea, Director Resource Management


County Commission:


Kip Kendrick, Presiding Commissioner

Attest:


Brianna L. Lennon, Boone County Clerk

County Treasurer


Jenna Redel, County Treasurer

Approved as to form:


C.J. Dykhouse, County Counselor



IRREVOCABLE LETTER OF CREDIT
NO. 0126516-0999
DATE: 06/23/2023

Amount: \$11,850.00

County of Boone
Attn: Director, Resource Management
801 E Walnut St, Rm. 315
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on The Central Trust Bank d/b/a Central Bank of Boone County for the account of Fred Overton Development, Inc. up to an aggregate amount of \$11,850.00 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under The Central Trust Bank d/b/a Central Bank of Boone County Letter of Credit #0126516-0999 Dated 06/23/23."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified in Exhibit "A", if presented to this bank on or before November 1, 2024, provided further that upon such expiration, either at November 1, 2024, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to The Central Trust Bank d/b/a Central Bank of Boone County within the

60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By: _____


Spencer Hockman, Commercial Loan Officer

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

06/23/23

**The Central Trust Bank d/b/a
Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Spencer Hockman, Commercial Loan Officer**

Re: **The Central Trust Bank d/b/a Central Bank of Boone County Letter
of Credit No.: 0126516-0999**
Dated: 06/23/23
In Favor of Boone County, Missouri on behalf of Fred Overton Development,
Inc.

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **The Central Trust Bank d/b/a Central Bank of Boone County** (the "Bank"), with reference to Irrevocable Letter of Credit No. **0126516-0999** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary,
that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. The A draft in the sum of \$_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # _____],
Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this
_____ day of _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Bill Florea, Director, Resource Management

Brianna L. Lennon, Boone County Clerk

Commission Order: _____

Exhibit "B"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

06/23/23

The Central Trust Bank d/b/a
Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Spencer Hockman, Commercial Loan Officer

Re: Bank Letter of Credit No.: 0126516-0999
Dated: 06/23/23
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

Gentlemen:

This certificate authorizes reduction in the amount of \$_____ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$ _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Bill Florea, Director, Resource Management

Brianna L. Lennon, Boone County Clerk

Commission Order: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 23

County of Boone

} ea.

In the County Commission of said county, on the

29th

day of

August

20 23

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

Now on this day, the County Commission of the County of Boone does hereby receive and accept the following plat:

Ravenwood Plat 2. S01-T48N-R14W. R-SP. Fred Overton Development, Inc., owner, David Butcher, surveyor.

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


Done this 29th day of August 2023.

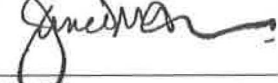
ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
Commissioner


Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 29th day of August 20 23

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

Now on this day, the County Commission of the County of Boone does hereby accept the attached recommendation for roadway maintenance within Ravenwood Plat 2.

Done this 29th day of August 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



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER

801 E. WALNUT ROOM 315

COLUMBIA, MISSOURI 65201-7730

PLANNING (573) 886-4330 ★ INSPECTION (573) 886-4339 ★ ENGINEERING (573) 886-4480

FAX (573) 886-4340

BILL FLOREA, DIRECTOR

JEFF MCCANN, CHIEF ENGINEER

MEMO

DATE: August 17, 2023

TO: Boone County Commission

FROM: Jeff McCann, P.E., Chief Engineer, Boone County Resource Management *jm*

RE: Recommendation for Roadway Maintenance Acceptance
Ravenwood Plat 2

Commissioners,

Attached for your consideration for roadway maintenance acceptance are the New Roadway Construction Final Reports for the following roads within Ravenwood Plat 1, Southeast Quarter of Section 01, Township 48 North, Range 14 West, Boone County Missouri:

- Golden Willow Drive – 726 Feet
- Booker Drive – 549 Feet
- Hummons Drive – 70 Feet
- Renwick Circle – 63 Feet

These roads were constructed by Emery Sapp & Sons, Inc. for Fred Overton Development, Inc. in accordance with the approved construction plans designed by Crockett Engineering Consultants LLC.

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: August 16, 2023

Date letter requesting acceptance received: June 21, 2023

Development Name: Ravenwood Plat 2

Roadway Name: Golden Willow Drive

(If more than one roadway, fill out a separate form for each road.)

Sheet 1 of 4

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface: Concrete

Roadway Width: 32'

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 726'

ROW Width: 50'

Cul-de-sac Surface: N/A

Radius: N/A

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: Construction within Plat 2 runs from Sta. 2+53.93 through Sta. 9+80.33



Chief Engineer's Signature

8/17/23

Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: August 16, 2023

Date letter requesting acceptance received: June 21, 2023

Development Name: Ravenwood Plat 2

Roadway Name: Hummons Drive

Sheet 3 of 4

(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface: Concrete

Roadway Width: 38'

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 70'

ROW Width: 66'

Cul-de-sac Surface: N/A

Radius: N/A

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: Construction within Plat 2 runs from Sta. 1+00 through Sta. 1+70.

Jell McCom

8/17/23

Chief Engineer's Signature

Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: August 16, 2023

Date letter requesting acceptance received: June 21, 2023

Development Name: Ravenwood Plat 2

Roadway Name: Renwick Circle

Sheet 4 of 4

(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface: Concrete

Roadway Width: 32'

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 63'

ROW Width: 50'

Cul-de-sac Surface: N/A

Radius: N/A

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: Construction within Plat 2 runs from Sta. 1+00 through Sta. 1+62.93.



Chief Engineer's Signature

8/17/23

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

August Session of the July Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the

29th

day of

August

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 Boone County Sheriff's Office to make an application for the FY2023 Edward Byrne Memorial Justice Assistance Grant.

Done this 29th day of August 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



BOONE COUNTY SHERIFF'S OFFICE

2121 County Drive Columbia, Missouri 65202-9051
DWAYNE CAREY, Sheriff Phone (573)875-1111 Fax (573)874-8953

DATE: August 28, 2023
TO: Boone County Commission
FROM: Captain Brian Leer
RE: 2023 Edward Byrne Memorial Justice Assistance Grant Application

The Boone County Sheriff's Office is seeking Commission approval to apply for the 2023 Edward Byrne Memorial Justice Grant.

We recently received the local solicitation for the 2023 Edward Byrne Memorial Justice Assistance Grant and learned there are funds available in the amount of \$43,810.00 for Boone County and the City of Columbia. We are currently routing an agreement through both governing bodies as certified disparate jurisdictions to divide the grant funds if awarded. Pursuant to this agreement the County of Boone will receive \$17,524.00 (40%) of the total \$43,810.00 local award and the City of Columbia will receive the balance of \$26,286.00 (60%).

If the Boone County Commission approves application, the Boone County Sheriff's Office will submit a joint application on behalf of the County of Boone and the City of Columbia, Missouri. The application will be to request \$43,810.00 to be used to fund a ballistic shield and a law enforcement canine for the Boone County Sheriff's Office, and portable radios for the Columbia Police Department.

The application deadline for this grant is August 31, 2023.

Thank you for your consideration.

2023 Missouri Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2023 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
MO	BOONE COUNTY	County	*	
MO	COLUMBIA CITY	Municipal	\$43,810	\$43,810
MO	BUCHANAN COUNTY	County	*	
MO	ST JOSEPH CITY	Municipal	\$36,755	\$36,755
MO	CAPE GIRARDEAU COUNTY	County	*	
MO	CAPE GIRARDEAU CITY	Municipal	\$23,661	\$23,661
MO	GREENE COUNTY	County	*	
MO	SPRINGFIELD CITY	Municipal	\$217,128	\$217,128
MO	JACKSON COUNTY	County	*	
MO	GRANDVIEW CITY	Municipal	\$15,482	
MO	INDEPENDENCE CITY	Municipal	\$61,460	
MO	KANSAS CITY	Municipal	\$621,738	
MO	LEES SUMMIT CITY	Municipal	\$10,952	
MO	RAYTOWN CITY	Municipal	\$16,525	\$726,157
MO	JASPER COUNTY	County	*	
MO	JOPLIN CITY	Municipal	\$25,391	\$25,391
MO	PETTIS COUNTY	County	*	
MO	SEDALIA CITY	Municipal	\$14,274	\$14,274
MO	SCOTT COUNTY	County	*	
MO	SIKESTON CITY	Municipal	\$11,584	\$11,584
MO	BELLEFONTAINE NEIGHBORS CITY	Municipal	\$13,478	
MO	BERKELEY CITY	Municipal	\$10,349	
MO	FERGUSON CITY	Municipal	\$11,666	
MO	FLORISSANT CITY	Municipal	\$13,149	
MO	HAZELWOOD CITY	Municipal	\$12,297	
MO	JEFFERSON COUNTY	County	\$39,748	
MO	JENNINGS CITY	Municipal	\$17,678	
MO	LINCOLN COUNTY	County	\$20,752	
MO	PULASKI COUNTY	County	\$10,239	
MO	ST CHARLES CITY	Municipal	\$13,258	
MO	ST CHARLES COUNTY	County	\$12,490	
MO	ST LOUIS CITY	Municipal	\$456,683	

2023 Missouri Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2023 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
MO	ST LOUIS COUNTY	County	\$162,256	
MO	ST PETERS CITY	Municipal	\$11,968	
MO	VINITA PARK CITY	Municipal	\$11,968	
			\$1,916,739	

Project Abstract: FY 2023 Byrne JAG Grant Application Number: (O-BJA-2023-171790)

Applicant name: County of Boone, Missouri.

Title of the project:

Boone County & City of Columbia FY 2023 Byrne JAG Budget Assistance Project.

Goal of the project/objective/problem to be addressed:

To purchase law enforcement equipment and law enforcement canine not attainable without additional strain to our current operating budgets.

Targeted area/population:

The targeted area for our programs is the County of Boone, Missouri. These programs will cover an estimated resident population of 187,690 (July 1, 2022 population estimate per the United States Census).

Description of the strategies to be used/outcomes:

We will use contracts already in place and/or use established purchasing policies to obtain the equipment in this grant proposal.

Each entity will work independently on the programs as none of them have been designed to be joint projects. The Applicants have agreed to split the local allocation in a 60/40 manner as a disparate jurisdiction. Both entities have worked together in the past on similar projects to

properly disburse and track the grant funds. The Boone County Sheriff's Office has been chosen as the fiscal agent for this application due to experience in applying and reporting on Justice Assistance Grants.

The major outcome of this application will be to provide both of our agencies with much needed equipment that is not attainable without adding strain to our current operating budgets.

Project identifiers:

Equipment – General (Ballistic Shield and Portable Radios) & Other Costs (Canine)

Boone County Sheriff's Department and the Columbia Police Department

FY 2023 Edward Byrne Memorial Justice Assistance Grant: (O-BJA-2023-171790)

Review Narrative:

The City of Columbia and the County of Boone have been certified as disparate jurisdictions and are filing this application jointly. Both entities have come to the agreement that the County of Boone, specifically the Boone County Sheriff's Office, will be the Authorized Representative for this application and any subsequent reporting of expended funds. Both entities have agreed on how the FY2023 Byrne JAG funds will be divided and what equipment and programs will be supported by this grant through the respective departments.

The City of Columbia and the County of Boone have drafted an Intergovernmental Agreement which as of the date of this application submission is still in process for signatures. The agreement must pass through two (2) Columbia City Council meetings and two (2) Boone County Commission meetings. Once the agreement is finalized by both entities, we can provide a copy of the fully executed document. A copy of the draft agreement has been supplied with this application.

The aforementioned agreement establishes that the City of Columbia and the County of Boone agree to divide the award using a 60/40 split calculation. The City of Columbia agrees that the County of Boone will receive \$17,524.00 (40%) of the allotted \$43,810.00 under this joint application; with the balance of \$26,286.00 (60%) going to the City of Columbia. The agreement was drafted under the same guidelines as previous years and therefore we see no reason it will not be approved.

Notice of a Boone County Commission meeting agenda, which included a first and second reading on the application for this grant, was made public on August 28, 2023. Public notices of all Boone County Commission meetings are made by web site posting, local newspaper notice, and email

distribution. The application was presented to the Boone County Commission on August 29, 2023 with a public invitation for comment. The application was approved by the Boone County Commission on August 29, 2023; a copy of the signed Commission Order has been submitted with this application.

Being subject to review under Executive Order 12372, information for this application was submitted to the State of Missouri for review and returned on August 25, 2023.

Boone County Sheriff's Office and the Columbia Police Department

FY 2023 Edward Byrne Memorial Justice Assistance Grant: (O-BJA-2023-171790)

Program Narrative:

This is a joint application on behalf of the County of Boone and the City of Columbia, Missouri. This application is submitted for the FY 2023 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation.

Since this is a joint application, the funding will support a variety of needs in Boone County, Missouri. This funding will be split two ways between the Boone County Sheriff's Office and the City of Columbia Police Department.

The County of Boone and the City of Columbia are routing an agreement through both governing bodies as certified disparate jurisdictions to divide the grant funds in a 40/60-split manner. The County of Boone, specifically the Boone County Sheriff's Office, has agreed to apply for the grant on behalf of both entities. Pursuant to this agreement, the County of Boone will receive \$17,524.00 (40%) of the total \$43,810.00 local award. The City of Columbia will receive the balance of \$26,286.00 (60%).

PROGRAM DESCRIPTIONS:

Columbia Police Department Digital Portable Radio Communications:

The City of Columbia Missouri is a growing community. The city has a population of over 126,000 people and encompasses more than 67 square miles. It is the home of several institutions of higher learning including, the University of Missouri, Columbia College and Stephens College. These institutions bring thousands of students to our community adding to our population.

The Columbia Missouri Police Department has the primary responsibility of policing the community. The staff of 191 commissioned officers are faced with many different day to day policing challenges. Their duties require constant, reliable communications in various and sometimes hazardous environments. Radio communications often include safety information for responding public safety personnel in emergency situations. Durable, high-quality radio equipment is essential to maintain this form of communication.

The Columbia Police Department has numerous portable radios currently being utilized that are well past the recommended life span. Part of our technology plan calls for the replacement of these radios. The amount of the radio purchase is beyond the funding of our current budget.

Standard Features and Benefits of the EF Johnson Viking VP8000 Dual Band Portable Radio

- It has a lightweight, compact design
- It has excellent durability
 - It can be submerged up to 1 meter for 30 minutes
 - It is dust proof
 - It meets all applicable military specifications
 - It has a special housing that protects against shock, vibration and other environmental hazards
- It offers several forms of encryption
- It offers different system interoperability platforms increasing inter-agency communications during emergency situations
- It has an electronic filter that separates voice from background noise
- It will continue to send an emergency signal even if the power is turned off.
- It is easily adaptable and expandable with program ability
- It is P25 trunking

The EF Johnson Viking VP8000 Dual Band Portable Radio will not only meet the 2013 FCC requirements, but it will bring the Columbia Missouri Police Department up to date in communications technology. This new technology will greatly enhance our effectiveness in emergency situations that call for a multi-agency response. The ability to communicate in this way is important when situations develop that call for resources beyond what the City of Columbia can provide. This is possible because the radios will function with other radio systems that outside agencies such as the Boone County Sheriff's Office, Missouri State Highway Patrol and the University of Missouri Police Department currently operate on and have the ability to

operate on the 700-800MHZ range. This radio is compliant with the Missouri Statewide Communication Interoperability Plan per the Missouri Department of Public Safety-Missouri Interoperability Center.

The Columbia Police Department's role in providing law enforcement service to the community hinges on efficient communications. Our department has determined the EF Johnson Viking VP8000 Dual Band Portable Radio is the most effective and efficient solution at maintaining and improving this service.

If funding is approved, the Columbia Police Department plans to purchase eight (8) Viking VP8000 Dual Band Portable Radios (based on current price estimates) through a competitive bid process created from previous radio purchases. This process helps ensure the funding is used efficiently and the cost of the services is appropriate.

Boone County Sheriff's Office Canine Program:

The Boone County Sheriff's Office has an established Canine Program consisting of a three (3) handler & canine teams assigned to uniformed assignments within the Enforcement Branch, one (1) canine trainer (handler) & Canine assigned to the Boone County Sheriff's Office K9 Training Center, and one (1) handler & canine assigned to the Investigations Unit. The canine assigned to the handler in the Investigations Unit is being retired following the recent acquisition, training, and implementation of the third handler & canine, which was the most recent addition to

uniformed patrol within the Enforcement Branch. Additionally, the canine assigned to the Boone County Sheriff's Office K9 Training Center is unable to be fully utilized in the area of narcotics detection as it is trained in the detection of marijuana, which was recently legalized for recreational use in Missouri. This leaves the Boone County Sheriff's Office with only three (3) law enforcement canines that can be fully utilized in the detection of narcotics. The Boone County Sheriff's Office desires to purchase and train a canine to work with a uniformed handler within the Enforcement Branch. This canine will be trained by the Boone County Sheriff's Office K9 Training Center in the areas of obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines.

The Boone County Sheriff's Office's role in combating the illegal drug trade and providing professional law enforcement service to the community is greatly enhanced with the addition of fully trained canine units. We have determined the addition of a canine to be trained in the areas of obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines is a highly effective and efficient solution to maintain and improve our service to the community we serve.

The Boone County Sheriff's Office regularly works regularly with a contacted canine vendor that has a proven track record of providing quality dual purpose police service canines that are selection tested. The contracted vendor has proven to supply canines capable of being fully trained/certified in the areas of obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The contracted vendor will also provide a minimum of a 6-month trainability guarantee and a 1-year health

guarantee on a purchased canine. Boone County Sheriff's Office will assume the cost of any needed training and related equipment/supplies needed for the purchased canine.

An additional handler/canine unit will greatly enhance our effectiveness in combatting the rise of drug trafficking by using the canine to detect and seize illegal narcotics, which includes methamphetamine. The illegal drug trade and use of narcotics continually plagues our community and we believe the use of fully trained canines is a very effective tool to help safeguard our community from these illegal drugs.

Boone County Sheriff's Office Ballistic Shield Program:

As stated in Executive Order 14074, signed by President Biden on 2022, "since early 2020, communities around the country have faced rising rates of violent crime, requiring law enforcement engagement at a time when law enforcement agencies are already confronting challenges of staffing shortages and low morale." Additionally, as of December 31, 2022, 226 law enforcement officers were killed in the line of duty. 64 of those law enforcement officers killed were killed feloniously by firearms. The danger posed to law enforcement officers, especially due to firearms in the hands of criminals, is an ever-growing threat.

The Boone County Sheriff's Office's role in combating the illegal drug trade and providing professional law enforcement service to the community is greatly enhanced with the addition of equipment to protect our personnel. We have determined the addition of a level III ballistic

shield is a highly effective and efficient solution to maintain and improve the safety of our personnel and the community we serve.

Boone County Sheriff's Office personnel are regularly encountering armed individuals and often find the need for ballistic protection. We regularly respond to acts of criminal violence involving the use of rifles. We know that much of our issued ballistic protection will not protect our law enforcement personnel from the ballistic capabilities of firearms being used by those committing crimes within our community. As such, we have identified the need to purchase a level III ballistic shield to utilize during various incidents, which includes high-risk operations.

The Boone County Sheriff's Office also maintains a part-time SWAT team that is tasked with responding to in progress high risk events and pre-planned high-risk search warrants, including narcotics related search warrants. These incidents often involved armed subjects, subjects known to be armed, and/or subjects known to commit violence with firearms. We believe a level III ballistic shield would be the best solution for added protection of personnel who are tasked with responding to these types of incidents. A level III shield not only would provide ballistic protection for Sheriff's Office personnel, it could very well mean the difference between the death of a hostage and the successful rescue of the hostage.

There are several reputable vendors who manufacture and provide level III ballistic shields capable of stopping rounds fired from high powered rifles. The Boone County Sheriff's Office intends to purchase a handheld level III ballistic shield with a viewport & light to protect personnel involved in high-risk operations. An important consideration will be weight as well as

our personnel need to be able to maneuver and operate for extended periods without undue stress that would lead to fatigue. As such, a Point Blank Enterprises Vanguard level III ballistic shield or similar level III shield rated for rifle threat protection, has been identified as the best solution for our needs listed above.

If funding is approved under this grant application, the Boone County Sheriff's Office plans to purchase one dual purpose canine and one level III ballistic shield through appropriate procurement processes, which may include but no be limited to purchasing under existing County approved contracts or other competitively bid processes. This will ensure the funding is used efficiently and the cost of the products are appropriate.

PERFORMANCE MEASURES:

Both applicants within this request will report quarterly the following as they relate to acquisition of communications equipment specific to this grant:

- Budgetary Process
- Procurement Process
- Expenditures
- Implementation

CLOSING:

As per the Memorandum of Understanding, the Boone County Sheriff's Office will be responsible for the application, drawdown, and dissemination of funds to the City of Columbia. The Sheriff's Office will also be responsible for fulfilling all reporting requirements of this grant program. The Sheriff's Office was chosen for this due to their experience handling JAG funds.

Public hearings will be held when the grant is presented to the Boone County Commission for application approval and acceptance, allowing the local community to be engaged in the planning and approval process. Upon notification of award, we plan to proceed with acceptance of the grant and establishment of a budget as approved by the Boone County Commission.

A subrecipient monitoring agreement will be established prior to commencement of fund expenditure. The tracking and reporting of all monies received and disbursed relating to this grant will be accomplished through the use of separate funds and/or accounts established for such purposes. All monies received from this grant will be recorded, tracked and reported in such a manner as to identify and account for them separately from other County resources.

The assistance of these grant funds will allow us to purchase much needed equipment that would otherwise add stress the current budgets and/or would not be attainable with our current budget. On behalf of both applicants encompassed in this application, we would like to thank the Edward Byrne Memorial Justice Assistance Grant program, and the reviewers, for this opportunity.

Boone County Sheriff's Office and the Columbia Police Department

FY 2023 Edward Byrne Memorial Justice Assistance Grant: (O-BJA-2023-171790)

Budget Detail Worksheet and Budget Narrative:

This is a joint application on behalf of the County of Boone and the City of Columbia, Missouri. This application is submitted for the FY 2023 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation.

Since this is a joint application, the funding will support a variety of needs in Boone County, Missouri. This funding will be split two ways between the Boone County Sheriff's Office and the City of Columbia Police Department.

The County of Boone and the City of Columbia have an agreement pending due process that defines us as disparate jurisdictions to divide the grant funds in a 40/60-split manner. The County of Boone, specifically the Sheriff's Office, has agreed to apply for the grant on behalf of both entities. Pursuant to this agreement, the County of Boone will receive \$17,524.00 (40%) of the total \$43,810.00 local award. The City of Columbia will receive the balance of \$26,286.00 (60%).

Boone County and the City of Columbia are aware the allocation is \$43,810.00. We are aware a match is not required. The City of Columbia included \$914.00 to expand justice funds to purchase the radios listed in the budget. The County of Boone included \$43.00 to expand justice funds to purchase the level III ballistic shield and dual-purpose police service canine.

The funds will be allocated for the following items under the category of equipment due to our local capitalization policy for classification of equipment. Costs for the equipment listed below were obtained through quotes from vendors with whom we currently hold contracts.

Budget Detail:

<u>Category</u>	<u>Amount</u>
A. Personnel	\$0.00
B. Personnel Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	

Boone County Sheriff's Office Canine Program:

Dual Purpose Police Service Canine -- Selection Tested (Other Cost)	\$9,261.00
--	------------

Boone County Sheriff's Office Ballistic Shield Program:

Point Blank Enterprises Vanguard Large 21" x 36" W/Viewport & Light Level III Ballistic Shield (Equipment)	\$8,306.00
---	------------

**Columbia Police Department Digital Portable Radio
Communications Program :**

EF Johnson Viking VP8000 VHF, 7/800 MHZ Dual Band P25 Model II	\$27,200.00
--	-------------

Digital Portable Radio (8 @ \$3,400.00 each) – (Equipment)

	\$0.00
E. Supplies	
	\$0.00
F. Construction	
	\$0.00
G. Consultants/Contracts	
	\$0.00
H. Other Costs	
	\$0.00
I. Indirect Costs	
Budget Summary:	\$0.00
A. Personnel	\$0.00
B. Personnel Benefits	\$0.00
C. Travel	\$35,506.00
D. Equipment	\$0.00
E. Supplies	\$0.00
F. Construction	\$0.00
G. Consultants/Contracts	\$9,261.00
H. Other Costs	\$0.00
I. Indirect Costs	
	\$957.00
Local match	\$43,810.00
Federal Request	\$44,767.00
Total budget for all programs including local match	

If awarded these grant funds, items already on bid or below the bid threshold will be ordered as soon as funds are received, and local budgets are established. Items that are not currently on bid will be sent through “Request for Proposal” or “Request for Bid” process in accordance with both the City of Columbia and/or the County of Boone Purchasing Policies. If the vendor is determined to be a sole source provider, local procurement policies for sole source purchases will be followed. Both entities will procure the equipment items listed above in the most cost-effective manner possible.

The County of Boone and the City of Columbia, Missouri

FY 2023 Edward Byrne Memorial Justice Assistance Grant: (O-BJA-2023-171790)

Disclosure of Pending Applications:

The City of Columbia and the County of Boone have no pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same projects being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

The County of Boone and the City of Columbia, Missouri

FY 2023 Edward Byrne Memorial Justice Assistance Grant: (O-BJA-2023-171790)

Disclosure of Pending Applications Table:

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
Not Applicable	Not Applicable	Not Applicable

The County of Boone and the City of Columbia, Missouri

FY 2023 Edward Byrne Memorial Justice Assistance Grant: (O-BJA-2023-171790)

Disclosure of High-Risk Status:

The City of Columbia and the County of Boone are not currently designated high risk by any federal grant making agency.



Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: **County of Boone**

Street1: **2121 E County Drive**

Street2:

City: **Columbia**

State: **Missouri**

Zip Code: **65202-9064**

2. Authorized Representative's Name and Title:

Prefix: **Mr.** First Name: **Kip**

Middle Name:

Last Name: **Kendrick**

Suffix:

Title: **Presiding Commissioner**

3. Phone: **573-886-4307**

4. Fax: **573-886-4311**

5. Email: **kkendrick@boonecountymmo.org**

6. Year Established:

1820

7. Employer Identification Number (EIN):

43-6000350

8. Unique Entity Identifier (UEI) Number:

GKUHNXLX9MJJ3

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? Yes No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



AUDIT INFORMATION

<p>9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?</p> <p>If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.</p>	
<p>10. Has the applicant entity undergone any of the following types of audit(s) (Please check all that apply):</p> <p><input checked="" type="checkbox"/> "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200</p> <p><input type="checkbox"/> Financial Statement Audit</p> <p><input type="checkbox"/> Defense Contract Agency Audit (DCAA)</p> <p><input type="checkbox"/> Other Audit & Agency (list type of audit):</p> <p style="background-color: #cccccc; padding: 2px;">[REDACTED]</p> <p><input type="checkbox"/> None (if none, skip to question 13)</p>	
<p>11. Most Recent Audit Report Issued: <input checked="" type="checkbox"/> Within the last 12 months <input type="checkbox"/> Within the last 2 years <input type="checkbox"/> Over 2 years ago <input type="checkbox"/> N/A</p>	
<p>Name of Audit Agency/Firm: <u>RubinBrown LLP</u></p>	
<p>AUDITOR'S OPINION</p>	
<p>12. On the most recent audit, what was the auditor's opinion?</p> <p><input checked="" type="checkbox"/> Unqualified Opinion <input type="checkbox"/> Qualified Opinion <input type="checkbox"/> Disclaimer, Going Concern or Adverse Opinions <input type="checkbox"/> N/A: No audits as described above</p>	
<p>Enter the number of findings (if none, enter "0"): <u>0</u></p>	
<p>Enter the dollar amount of questioned costs (if none, enter "\$0"): <u>0</u></p>	
<p>Were material weaknesses noted in the report or opinion? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>13. Which of the following best describes the applicant entity's accounting system:</p> <p><input type="checkbox"/> Manual <input type="checkbox"/> Automated <input checked="" type="checkbox"/> Combination of manual and automated</p>	
<p>14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure</p>



17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R. Part 200?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure

PROPERTY STANDARDS AND PROCUREMENT STANDARDS

20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure

TRAVEL POLICY

<p>24. Does the applicant entity:</p> <p>(a) maintain a standard travel policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(b) adhere to the Federal Travel Regulation (FTR)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

SUBRECIPIENT MANAGEMENT AND MONITORING

25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards
--	--



26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

- Yes No Not Sure
 N/A - Applicant does not make subawards under any OJP awards

27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?

- Yes No Not Sure
 N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

- Yes No Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

Phone:

Email:

(d) Reason for "high risk" status, as set out by the federal agency:

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Brian Leer

Date: 08/28/2023

Title: Executive Director Chief Financial Officer Chairman

Other: Captain

Phone: 573-876-2164

OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section

40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

SignerID
bleer@boonecountymo.org

Signing Date / Time
8/25/23 9:05 PM

374-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 29th day of August 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 K-9 Basic Training Agreement between Boone County and Booneville Police Department.

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

Done this 29th day of August 2023.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District _____ er

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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

THIS AGREEMENT dated the 29th day of August, 2023, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the City of Boonville Police Department (Agency):

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

WHEREAS, BCSO can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

WHEREAS, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSO's K-9 basic training program; and

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

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

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, K-9 aggression control, scenario-based training, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Four Thousand Dollars (\$4,000.00) for the training contemplated herein, calculated at a rate of \$100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$2,000.00, upon execution of this contract and the remaining one-half, or \$2,000.00, after twenty (20) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence

on or about the 23rd day of October, 2023, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$100.00 per session (with each session being approximately one, 8-hour day).

6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: Boonville Police Dept.

By: Randy Ayers

Printed Name: Randy Ayers

Dated: 08-14-2023

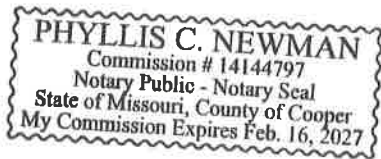
ATTEST: Phyllis C. Newman

BOONE COUNTY, MISSOURI

By: Kip Kendrick
Kip Kendrick, Presiding Commissioner

Dated: 8/29/2023

ATTEST: Brianna L. Lennon
Brianna L. Lennon, County Clerk



APPROVED – BCSO: Dwayne Caley
Dwayne Caley, Sheriff

APPROVED AS TO FORM: J. Dykhouse
Dykhouse, Boone County Counselor

ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES:

Kyle Rieman by F
County Auditor

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

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

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

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

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

Signature of Participant/Date

 08-15-2023

Printed Name of Participant



375-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 23

In the County Commission of said county, on the 29th day of August 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 Contract Amendment #1 to C000538 (bid #28-29JUN22) – AmeriCorps with Job Point to add a supplemental increase for Adult Basic Education for a not to exceed amount of \$95,550.00.


The terms of the agreement are set out in the attached contract amendment and the Presiding Commissioner is authorized to sign the same.

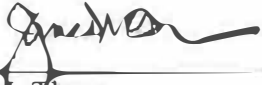
Done this 29th day of August 2023.

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
Director of Purchasing



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

MEMORANDUM

Contract Amendment Notification

FROM: Melinda Bobbitt, CPPO, CPPB
DATE: August 16, 2023
RE: Amendment #1 to contract C000538 (bid #28-29JUN22) - AmeriCorps with Job Point

Attached for signature is contract amendment #1 to contract C000538 (bid #28-29JUN22) - AmeriCorps with Job Point of Columbia, Missouri. This amendment adds a supplemental increase of 15,000 units of Adult Basic Education at \$6.37 per 15 minutes for a total not to exceed amount of \$95,550.00.

Invoices will be paid from department 2162 – CSF Program Funding, account 71106 - Contracted Services. \$1,242,917.45 is the current fund balance.

cc: Contract File

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number One
AmeriCorps

THIS AGREEMENT dated the 29th day of August, 2023, Boone County Contract # C000538 (Bid 28-29JUN22) for the Children' Services Fund dated January 3, 2023, made by and between Boone County, Missouri and Job Point, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1) ADD a supplemental funding increase for the following:

15,000 Units of Adult Basic Education at \$6.37 per 15 minutes for a total not to exceed amount of \$95,550.00

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

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

Job Point

By: DocuSigned by: Steven A. Smith
63EC3E7CC5634D4...
Signature
President & CEO
By: _____
Printed Name/Title

Boone County, Missouri

By: Boone County Commission
DocuSigned by: Kip Kendrick
57400BED96434D4...
Kip Kendrick, Presiding Commissioner

By: Boone County Children's Services Board

DocuSigned by: Leigh Spence
450A50A8325D4B3...
Leigh Spence, Board Chair

APPROVED AS TO FORM:

DocuSigned by: CJ Dykhous
7D71DEAE89D74DD...
CJ Dykhous, County Counselor

ATTEST:

DocuSigned by: Brianna Lennon
D267E242BFB948C...
Brianna 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: Kyle Riegan
8C248D84EE7A483...
Signature 8/17/2023 Date

2162 / 71106 / \$95,550.00 Appropriation Account

Supplemental Funding Request - V4.1

Job Point

Quick View Information

Quick View Information

Organization Name

Job Point

Program Name

AmeriCorps

Funder

Boone County

Funding Type

Children's Services Fund - POS 2022

Funding Cycle

RFP #28-29JUN22

Record Lock

0

Supplemental Funding Information and Instructions

The objective of the Supplemental Funds is to assist organizations that have exceeded their funding allocations due to high levels of demand for services. The organization must demonstrate that the service(s) are already funded by the Children's Service Fund and there is a need for the supplemental funds.

To be considered for Supplemental Funds, an organization must:

- Notify the Community Services Department prior to completing this section.**
 - Complete all of the sections for each service for which you are seeking supplemental funding.**
 - Each narrative response should be clear and succinct.**
 - Notify the Community Services Department when this request is complete.**
-

Date Completed

Date Completed

08/02/2023

Total of Supplemental Request

Total Amount of Supplemental Funds Requested (automatically calculated)

95550

Supplemental Service Request #1 - Contracted Service Information

Service Name (#1)

Adult Basic Education

Contracted Unit Measure (#1)

15 Minutes

Contracted Unit Rate (#1)

\$6.37

Contracted Units (#1)

17268

Contracted funding amount for Service #1

\$109,997.16

Supplemental Service Request #1 - Supplemental Amount Requested

Additional Units Requested (#1)

15000

Additional funds requested for Service #1

95550

Supplemental Service Request #1 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #1. (500 character limit)

As of July 30, 2023, Job Point has nearly depleted the allocated funds with five months left in the program year.

b. Do you currently have a waiting list for Service #1?

No - (if no, move on to c)

If Yes - please describe your waiting list and provide a timeline to work through this list. (#1) (750 character limit)

We don't currently have a waiting list, but we expect to have one in a few weeks, once the public school staff return from summer break and begin making referrals. Last year there were over 100 students to refer and that number is expected that number to increase this year.

c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #1. (500 character limit)

Job Point has recently submitted funding applications to the following entities to support our youth programs: Simmons Bank, Yield Giving, Boone County ARPA, MO Dept of Economic Development, Walmart Foundation, US Bank Foundation.

d. When do you anticipate running out of funds for Service #1? (500 character limit)

As of July 30, 2023, Job Point has \$611 remaining from the initial allocation. It is expected these funds will be fully expended in August.

Supplemental Service Request #2 - Contracted Service Information

Service Name (#2)

Contracted Unit Measure (#2)

Contracted Unit Rate (#2)

\$0.00

Contracted Units (#2)

0

Contracted funding amount for Service #2

\$0.00

Supplemental Service Request #2 - Supplemental Amount Requested

Additional Units Requested (#2)

0

Additional funds requested for Service #2

0

Supplemental Service Request #2 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #2. (500 character limit)

b. Do you currently have a waiting list for Service #2?

If Yes - please describe your waiting list and provide a timeline to work through this list. (#2) (750 character limit)

c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #2. (500 character limit)

d. When do you anticipate running out of funds for Service #2? (500 character limit)

Supplemental Service Request #3 - Contracted Service Information

Service Name (#3)

Contracted Unit Measure (#3)

Contracted Unit Rate (#3)

\$0.00

Contracted Units (#3)

0

Contracted funding amount for Service #3

\$0.00

Supplemental Service Request #3 - Supplemental Amount Requested

Additional Units Requested (#3)

0

Additional funds requested for Service #3

0

Supplemental Service Request #3 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #3. (500 character limit)

b. Do you currently have a waiting list for Service #3?

If Yes - please describe your waiting list and provide a timeline to work through this list. (#3) (750 character limit)

c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #3. (500 character limit)

d. When do you anticipate running out of funds for Service #3? (500 character limit)

Supplemental Service Request #4 - Contracted Service Information

Service Name (#4)

Contracted Unit Measure (#4)

Contracted Unit Rate (#4)

\$0.00

Contracted Units (#4)

0

Contracted funding amount for Service #4

\$0.00

Supplemental Service Request #4 - Supplemental Amount Requested

Additional Units Requested (#4)

0

Additional funds requested for Service #4

0

Supplemental Service Request #4 - Narrative

- a. Justify and provide rationale why you are requesting more funding for this Service #4. (500 character limit)**
- b. Do you currently have a waiting list for Service #4?**
If Yes - please describe your waiting list and provide a timeline to work through this list. (#4) (750 character limit)
- c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #4. (500 character limit)**
- d. When do you anticipate running out of funds for Service #4? (500 character limit)**

Supplemental Service Request #5 - Contracted Service Information

Service Name (#5)

Contracted Unit Measure (#5)

Contracted Unit Rate (#5)

\$0.00

Contracted Units (#5)

0

Contracted funding amount for Service #5

\$0.00

Supplemental Service Request #5 - Supplemental Amount Requested

Additional Units Requested (#5)

0

Additional funds requested for Service #5

0

Supplemental Service Request #5 - Narrative

- a. Justify and provide rationale why you are requesting more funding for this Service #5. (500 character limit)**
- b. Do you currently have a waiting list for Service #5?**
If Yes - please describe your waiting list and provide a timeline to work through this list. (#5) (750 character limit)
- c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #5. (500 character limit)**
- d. When do you anticipate running out of funds for Service #5? (500 character limit)**

Supplemental Service Request #6 - Contracted Service Information

Service Name (#6)

Contracted Unit Measure (#6)

Contracted Unit Rate (#6)

\$0.00

Contracted Units (#6)

0

Contracted funding amount for Service #6

\$0.00

Supplemental Service Request #6 - Supplemental Amount Requested

Additional Units Requested (#6)

0

Additional funds requested for Service #6

0

Supplemental Service Request #6 - Narrative

- a. Justify and provide rationale why you are requesting more funding for this Service #6. (500 character limit)
- b. Do you currently have a waiting list for Service #6?
- If Yes - please describe your waiting list and provide a timeline to work through the list. (#6) (750 character limit)
- c. Describe what attempts, if any, your organizations has made in the past six months to secure additional funding for Service #6. (500 character limit)
- d. When do you anticipate running out of funds for Service #6? (500 character limit)

Supplemental Service Request #7 - Contracted Service Information

Service Name (#7)

Contracted Unit Measure (#7)

Contracted Unit Rate (#7)

\$0.00

Contracted Units (#7)

0

Contracted funding amount for Service #7

\$0.00

Supplemental Service Request #7 - Supplemental Amount Requested

Additional Units Requested (#7)

0

Additional funds requested for Service #7

0

Supplemental Service Request #7 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #7. (500 character limit)

b. Do you currently have a waiting list for Service #7?

If Yes - please describe your waiting list and provide a timeline to work through the list. (#7) (750 character limit)

c. Describe what attempts, if any, your organizations has made in the past six months to secure additional funding for Service #7. (500 character limit)

d. When do you anticipate running out of funds for Service #7? (500 character limit)

Supplemental Service Request #8 - Contracted Service Information

Service Name (#8)

Contracted Unit Measure (#8)

Contracted Unit Rate (#8)

\$0.00

Contracted Units (#8)

0

Contracted funding amount for Service #8

\$0.00

Supplemental Service Request #8 - Supplemental Amount Requested

Additional Units Requested (#8)

0

Additional funds requested for Service #8

0

Supplemental Service Request #8 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #8. (500 character limit)

b. Do you currently have a waiting list for Service #8?

If Yes - please describe your waiting list and provide a timeline to work through the list. (#8) (750 character limit)

c. Describe what attempts, if any, your organizations has made in the past six months to secure additional funding for Service #8. (500 character limit)

d. When do you anticipate running out of funds for Service #8? (500 character limit)

System Fields

Linking to Supplemental Funding Request - V4.1

CERTIFIED COPY OF ORDER

376 -2023

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 23

County of Boone

} ea.

In the County Commission of said county, on the

29th

day of

August

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 County Contract C000638 awarded from Sole Source 168-123123SS with ARCAD Software of Chicago, Illinois for the purchase of a ARCAD for DevOps Software for the Boone County IT Department.

The updates to the contract are set out in the attached amendment and the Presiding Commission is authorized to sign the same.

Done this 29th day of August 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

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: August 16, 2023
RE: Award of Contract C000638 from Single Feasible Source #168-123123SS for ARCAD for DevOps Software Suite for the Boone County Information Technology Department

Purchasing requests approval of contract C000638 awarded from Sole Source #168-123123SS for purchase of the ARCAD for DevOps Software Suite from ARCAD Software of Chicago, Illinois. The contract is being established on behalf of the Boone County Information Technology Department.

The ARCAD DevOps software suite provides the Boone County IT Department with a robust source code management tool.

The contract period will run September 01, 2023 through August 31, 2024. There are four (4) one-year renewal options available to fulfill the 5-year commitment pricing ARCAD has provided affording the County a 5% discount.

Payments under the contract will reference the following department and object codes:

- 1173- General Fund IT Software Development/70100 – Software Subscriptions: \$24,441.60
- 1173- General Fund IT Software Development//71101 – Professional Services: \$30,000.00
- 1173 - General Fund IT Software Development//37220 – Travel: Training Related: \$5,250.00

/lp

cc: Contract File
James Barnes - IT

**PURCHASE AGREEMENT
FOR
ARCAD for DEVOPS SOFTWARE**

THIS AGREEMENT, County Contract **C000638**, Sole Source 168-123123SS, dated the 29th day of August 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **ARCAD Software** herein "Contractor."

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

1. **Contract Documents** - This agreement for ARCAD for DevOps Subscriptions, Implementation, Training and Support shall be numbered **C000638** and results from Sole Source 168-123123SS; it shall incorporate **Attachment One** which consists of the ARCAD Software Estimate for Boone County dated July 25, 2023, and ARCAD's General Conditions and License of Services. Boone County's Standard Terms and Conditions shall also be included and incorporated into the Purchase Agreement. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the contractor's response may be permanently maintained in the County Purchasing Office sole source file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County's Standard Terms and Conditions shall prevail and control. All transactions under the Purchase Agreement must reference the contract number referenced above.

2. **Purchase** - The County agrees to purchase from the contractor and the contractor agrees to supply the County with an annual subscription under the **5-Year Commitment** for the following as shown in the ARCAD Software Estimate for Boone County dated July 25, 2023 (Attachment One):

Line #	Description/Per User Pricing (Firm)	QTY	Total September 01, 2023 through August 31, 2024
1	ARCAD for DevOps User Seats	10	\$16,896.00
2	DROPS per LPAR – Processor Group P10	2	\$4,396.80
3	Infrastructure Items – 5 Windows Servers/2 Infra Items Per	10	\$4,435.20
4	5% Discount	1	(\$1,286.40)
TOTAL ANNUAL SUBSCRIPTION PRICE			\$24,441.60

One-Time Initial Contract Period Implementation and Go-Live Services			
Line #	Description/Per User Pricing (Firm)	QTY	Total September 01, 2023 through August 31, 2024
5	Professional Services: Implementation, Training, "Go-Live" & Mentoring – Per Day	15	\$2,000.00/Day PrePaid
TOTAL ONE-TIME IMPLEMENTATION/TRAINING PRICE			\$30,000.00

3. **Contract Term** – The contract shall commence **September 01, 2023 through August 31, 2024**. The contract shall be renewable for **four (4)** one-year periods subsequent to this initial period to fulfill the 5-Year Commitment. The total annual subscription price for each of the four renewal options shall be the same as stated for the original contract period as stated above, \$24,441.60.

4. **Billing and Payment** - All billing shall be invoiced to the ordering Boone County office. Billings may only include the prices listed in the contractor’s pricing. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the contractor’s pricing to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the 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. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

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

ARCAD SOFTWARE

by  _____
DocuSigned by:
D2D7735453A74B9...

title Vice President of Americas

BOONE COUNTY, MISSOURI

by: Boone County Commission

 _____
DocuSigned by:
574008BED96434D4...

Presiding Commissioner

APPROVED AS TO FORM:

 _____
DocuSigned by:
7D710EAE89D74DD...

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 of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

1173/70100: \$24,441.60; 1173/71101: \$30,000.00; 1173/37220: \$5,250.00

DocuSigned by:
Kyle Pierson
by *HP*
EB91DB24AAC49D...

8/22/2023

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

377 -2023

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 23

In the County Commission of said county, on the 29th day of August 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 a Cooperative Term and Supply agreement with Redwood Toxicology Laboratory, Inc. for Drug and Alcohol Testing Equipment, Monitoring Equipment, and 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 29th day of August 2023.

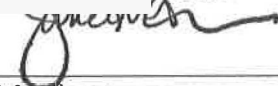
ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred

_____ sioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Gerskin,
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Gerskin
DATE: August 15, 2023
RE: Cooperative Contract: OSCA 23-01792-19 – Drug/Alcohol Testing Equipment, Monitoring Equipment and Services with Redwood Toxicology Laboratory, Inc.

Cindy Garrett with Court Administration requests permission to utilize the Missouri Office of State Courts Administrator (OSCA) cooperative contract OSCA 23-01792-19 to purchase Drug/Alcohol Testing Equipment, Monitoring Equipment and Services from Redwood Toxicology Laboratory, Inc of Santa Rosa, California.

This is a County-Wide Term and Supply contract.

cc: Cindy Garrett, Court Administration
Contract File

**PURCHASE AGREEMENT
FOR
OSCA 23-01792-19 DRUG-ALCOHOL TESTING EQUIPMENT, MONITORING EQUIPMENT,
& SERVICES**

THIS AGREEMENT, C000653, dated the 29th day of August 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Redwood Toxicology Laboratory, Inc.** 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 Drug-Alcohol Testing Equipment and Services, in compliance with all bid specifications and any addenda issued for the Missouri Office of State Courts Administrator (OSCA) contract OSCA 23-01792-19, and the Standard Terms and Conditions of Boone County, Missouri. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification, and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of a conflict between any of the foregoing documents, this Purchase Agreement, OSCA contract OSCA 23-01792-19, and the Standard Terms and Conditions of Boone County, Missouri shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **Drug -Alcohol Testing Equipment, Monitoring Equipment, and Services**, as specified and priced in OSCA contract OSCA 23-01792-19.
3. **Contract Term** - This agreement shall commence on **the date of award through June 30, 2024**, subject to the provisions for termination specified below. The contract has five (5) one-year renewal options available.
4. **Billing and Payment** - All billing shall be invoiced to the using department. Billings may only include the prices listed in the vendor's bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay for all Monthly Statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event, the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
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. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. The County may terminate this agreement due to a 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 is 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.

**REDWOOD TOXICOLOGY
LABORATORY, INC.**

BOONE COUNTY, MISSOURI

By  _____
DocuSigned by:
D43702611A5146C...

By: Boone County Commission

Title Director, Government Service

 _____
DocuSigned by:
57400BED90434D4...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:


 _____
DocuSigned by:
7D71DEAEB9D74DD...

 _____
DocuSigned by:
D267E242BFB948C...

CJ Dykhouse, County Counselor

Brianna L. Lennon, County Clerk

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:
No Encumbrance Required
EB91DB24AAAC19D...
Signature

8/16/2023

Date

Term & Supply-Countywide

Appropriation Account