

534 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

November Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

12th

day of

November

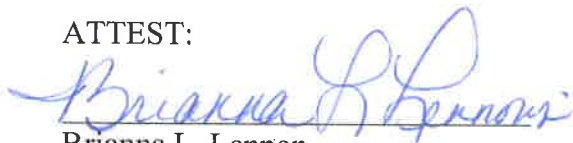
20 24

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 Budget Amendment for Department 2906 to cover Class 7 costs.

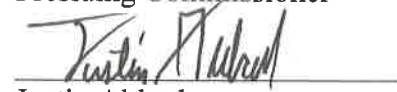
Done this 12<sup>th</sup> day of November 2024.

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  
AUDITOR

S:\AD\accounting forms - master\Budget Amendment Form

## Fund Statement - Law Enforcement Services Fund 290 (Major Fund)

	2023 Actual	2024 Budget	2024 Estimated	2025 Budget
<b>FINANCIAL SOURCES:</b>				
<b>Revenues</b>				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales & Use Tax	5,355,399	5,261,406	5,556,000	5,667,000
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	300	-	-
Fines and Forfeitures	-	-	-	-
Interest	240,117	32,100	93,000	90,690
Hospital Lease	-	-	-	-
Other	7,191	7,235	1,552	1,000
<b>Total Revenues</b>	<b>5,602,707</b>	<b>5,301,041</b>	<b>5,650,552</b>	<b>5,758,690</b>
<b>Other Financing Sources</b>				
Transfer In from other funds	-	-	5,952	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	7,050	65,992	81,350	-
<b>Total Other Financing Sources</b>	<b>7,050</b>	<b>65,992</b>	<b>87,302</b>	<b>-</b>
<b>Fund Balance Used for Operations</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ 5,609,757</b>	<b>5,367,033</b>	<b>5,737,854</b>	<b>5,758,690</b>
<b>FINANCIAL USES:</b>				
<b>Expenditures</b>				
Personal Services	\$ 2,778,963	3,910,940	3,511,558	-
Materials & Supplies	180,220	133,122	114,104	-
Dues Travel & Training	33,006	48,252	34,410	-
Utilities	48,931	49,620	46,742	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	53,587	33,248	14,480	-
Contractual Services	718,126	238,937	711,409	180,000
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	4,567	-	25,000
Other	41,215	59,146	49,355	2,800
Fixed Asset Additions	565,106	882,565	804,505	-
<b>Total Expenditures</b>	<b>4,419,154</b>	<b>5,360,397</b>	<b>5,286,563</b>	<b>207,800</b>
<b>Other Financing Uses</b>				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Uses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL FINANCIAL USES</b>	<b>\$ 4,419,154</b>	<b>5,360,397</b>	<b>5,286,563</b>	<b>207,800</b>
<b>FUND BALANCE:</b>				
<b>FUND BALANCE (GAAP), beginning of year</b>	<b>\$ 5,084,993</b>	<b>6,304,295</b>	<b>6,304,295</b>	<b>6,669,684</b>
Less encumbrances, beginning of year	(57,203)	(85,902)	(85,902)	-
Add encumbrances, end of year	85,902	-	-	-
Fund Balance Increase (Decrease) resulting from operations	1,190,603	6,636	451,291	5,550,890
<b>FUND BALANCE (GAAP), end of year</b>	<b>6,304,295</b>	<b>6,225,029</b>	<b>6,669,684</b>	<b>12,220,574</b>
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	(829,689)	(743,787)	(743,787)	(743,787)
<b>NET FUND BALANCE, end of year</b>	<b>\$ 5,474,606</b>	<b>5,481,242</b>	<b>5,925,897</b>	<b>11,476,787</b>
Net Fund Balance as a percent of expenditures	123.88%	102.25%	112.09%	5523.00%

GENLSCR      BOONE      GENERAL LEDGER INQUIRY MAIN SCREEN      10/21/24 16:02:03  
 Year, 2024      Opening Balance, 743,787.00  
 Fund, 290 LAW ENFORCEMENT SERVICES FUND      Actual, YTD, Credits, \_\_\_\_\_  
 Acct, 2931 FUND BALANCE RESERVED      Actual, YTD, Debits, \_\_\_\_\_  
 Account Type, Q EQUITY  
 Normal Balance, C CREDIT      Current Balance, 743,787.00

Period	Debits	Credits	Current Balance
January	_____	_____	<u>743,787.00</u>
February	_____	_____	<u>743,787.00</u>
March	_____	_____	<u>743,787.00</u>
April	_____	_____	<u>743,787.00</u>
May	_____	_____	<u>743,787.00</u>
June	_____	_____	<u>743,787.00</u>
July	_____	_____	<u>743,787.00</u>
August	_____	_____	<u>743,787.00</u>
September	_____	_____	<u>743,787.00</u>
October	_____	_____	<u>743,787.00</u>
November	_____	_____	_____
December	_____	_____	_____
Post Closing	_____	_____	_____

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

## BOONE COUNTY, MISSOURI REQUEST FOR JOURNAL ENTRY

10/24/24

**EFFECTIVE DATE****FOR AUDITORS USE**[illegible]

**Explanation:**

Change of policy for Out of County inmate housing. The county will now budget for the full amount of inmate housing in 1255-72000, so reserve balance in the LEST fund is no longer needed.

Approving Official \_\_\_\_\_

Prepared By

**Auditors Office**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

November Session of the October Adjourned

Term. 20 24

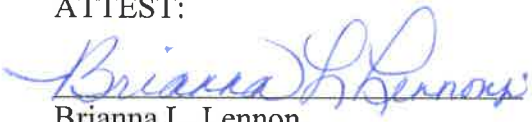
In the County Commission of said county, on the 12th day of November 20 24


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


Now on this day, the County Commission of the County of Boone does hereby approve the extension of the Stormwater Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and Fred Overton Development, Inc. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 12<sup>th</sup> day of November 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## **EXTENSION AGREEMENT**

THIS AGREEMENT, effective December 6, 2024, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 2, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 6, 2021, in the amount of \$72,586.41 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 6, 2023; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 6, 2025.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Central Bank Letter of Credit dated December 6, 2021, in the amount of \$72,586.41, with an expiration date of December 6, 2024, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 6, 2021 Letter of Credit such that the new expiration date will be December 6, 2025.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

**CENTRAL BANK OF BOONE COUNTY:**

By:

  
Jaime Palmer, Assistant Vice President

**FRED OVERTON DEVELOPMENT INC.:**

By:

  
Fred Overton, Owner

**BOONE COUNTY:**

Department of Resource Management:

  
Bill Florea, Director Resource Management

County Commission:

  
Kip Kendrick, Presiding Commissioner

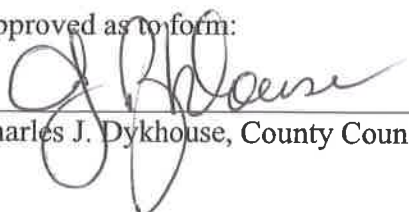
Attest:

  
Brianna L. Lennon, County Clerk

County Treasurer:

  
Jenna Redel, County Treasurer

Approved as to form:

  
Charles J. Dykhouse, County Counselor

576-2023  
**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

County of Boone

} ca.

December Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 19th day of December 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve an extension of the Stormwater Security Agreement and Erosion and Sediment Control Letter of Credit between the County of Boone and Fred Overton Development, Inc. for Ravenwood Plat 2.

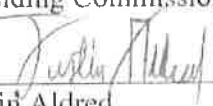
The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 19<sup>th</sup> day of December 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

## **EXTENSION AGREEMENT**

THIS AGREEMENT, effective December 6, 2023, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 2, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 6, 2021, in the amount of \$72,586.41 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 6, 2023; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 6, 2024.

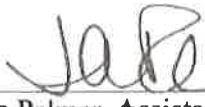
NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Central Bank Letter of Credit dated December 6, 2021, in the amount of \$72,586.41, with an expiration date of December 6, 2023, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 6, 2021 Letter of Credit such that the new expiration date will be December 6, 2024.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

**CENTRAL BANK OF BOONE COUNTY:**

By:

  
Jaime Palmer, ~~Assistant~~ Vice President

**FRED OVERTON DEVELOPMENT INC.:**

By:

  
Fred Overton, Owner

**BOONE COUNTY:**

Department of Resource Management:

  
Bill Florca, Director Resource Management

County Commission:

  
Kip Kendrick, Presiding Commissioner

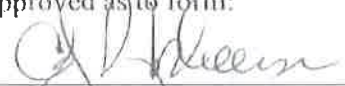
Attest:

  
Brianna L. Lennon, County Clerk

County Treasurer:

  
Jenna Redel, County Treasurer

Approved as to form:

  
Charles J. Dykhouse, County Counselor

1594-2022

## CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

December Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the

22nd

day of

December

20 22


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


Now on this day, the County Commission of the County of Boone does hereby approve an extension of the Stormwater Security Agreement and Erosion and Sediment Control Letter of Credit between the County of Boone and Fred Overton Development, Inc.

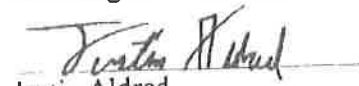
The terms of the Agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.


Done this 22nd day of December 2022.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## **EXTENSION AGREEMENT**

THIS AGREEMENT, effective December 6, 2022, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 2, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 6, 2021, in the amount of \$72,586.41 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 6, 2022; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 6, 2023.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Central Bank Letter of Credit dated December 6, 2021, in the amount of \$72,586.41, with an expiration date of December 6, 2022, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 6, 2021 Letter of Credit such that the new expiration date will be December 6, 2023.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

**CENTRAL BANK OF BOONE COUNTY:**

By:

  
Jaime Palmer, Assistant Vice President

**FRED OVERTON DEVELOPMENT INC.:**

By:


  
Fred Overton, Owner

**BOONE COUNTY:**

Department of Resource Management:

  
Bill Florca, Director Resource Management

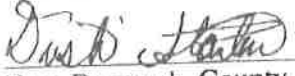
County Commission:

  
Dan Atwill, Presiding Commissioner

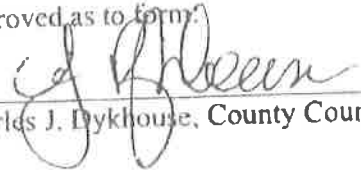
Attest:

  
Brianna L. Lennon, County Clerk

County Treasurer:

  
Tom Darrough, County Treasurer  
Dustin Stanton

Approved as to form:

  
Charles J. Dykhouse, County Counselor

006 -2022  
**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

County of Boone

January Session of the January Adjourned

Term. 20

22

4th

January

22

day of

20

In the County Commission of said county, on the

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

Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and erosion and sediment control Irrevocable Letter of Credit between the County of Boone and Fred Overton Development Inc.


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

Done this 4<sup>th</sup> day of January 2022.

ATTEST:

  
Brianna L. Lennon

Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## **Stormwater Erosion and Sediment Control Security Agreement**

**Date:** November 16, 2021

**Developer/Owner Name:** Fred Overton Development Inc.  
**Address:** 2712 Chapel Wood View  
Columbia, MO 65201

**Development:** Ravenwood Plat 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 respective 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. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan 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 plan, or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Ravenwood Plat 2. The SWPPP and ESC plan was prepared by Crockett Engineering Consultants on June 25, 2021.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 26th day of October 2022, 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 \$72,586.41, 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:

☒ Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri

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 Letter of Credit 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 October 26, 2022, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on October 26, 2022, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit 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 Erection

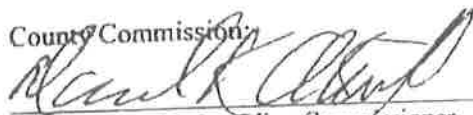
Title: Pres

**BOONE COUNTY, MISSOURI:**


Department of Resource Management

  
Bill Florea, Director Resource Management

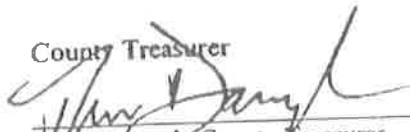
County Commission:

  
Daniel K. Atwill, Presiding Commissioner

Attest:

  
Brianna L. Lennon, Boone County Clerk

County Treasurer

  
Tom Darrough, County Treasurer

Approved as to form:

  
C.J. Dykhouse, County Counselor



IRREVOCABLE LETTER OF CREDIT  
NO. 0126516-0899  
DATE: December 6, 2021

Amount: \$72,586.41

County of Boone  
Attn: Bill Florea, Director Resource Mgmt  
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., herein Developer/Owner, up to an aggregate amount of \$72,586.41, available by your drafts at sight. Your drafts must be accompanied by your invoice to Developer/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 #0126516-0899 Dated 12/6/2021."

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 December 6, 2022, provided further that upon such expiration, either at December 6, 2022, 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:   
Jaime Palmer, Assistant Vice President



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

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

The Central Trust Bank d/b/a  
Central Bank of Boone County  
720 E. Broadway  
Columbia, MO 65201  
Attention: Jaime Palmer, Assistant Vice President

Re: The Central Trust Bank d/b/a Central Bank of Boone County Letter  
of Credit No.: 0126516-0899  
Dated: 12/6/2021  
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. 0126516-0899 (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. 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

Attest

APPROVED BY:

\_\_\_\_\_  
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

\*\*\*Date\*\*\*

The Central Trust Bank d/b/a  
Central Bank of Boone County  
720 E. Broadway  
Columbia, MO 65201  
Attention: Jalme Palmer, Assistant Vice President

Re: The Central Trust Bank d/b/a Central Bank of Boone County Letter of  
Credit No.: 0126516-0899  
Dated: 12/6/2021  
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

Attest

APPROVED BY:

\_\_\_\_\_  
Bill Florea, Director, Planning & Building

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

Commission Order: \_\_\_\_\_

**CERTIFIED COPY OF ORDER****STATE OF MISSOURI****County of Boone**

} ea.

November Session of the October Adjourned

**Term. 20 24****In the County Commission of said county, on the**

12th

**day of**

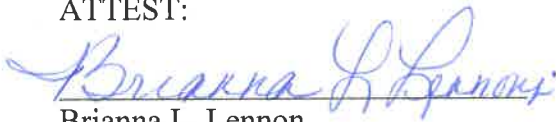
November

**20 24****the following, among other proceedings, were had, viz:**

Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and Concorde Plaza LLC. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 12<sup>th</sup> day of November 2024.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner  
Justin Aldred  
District I Commissioner  
Janet M. Thompson  
District II Commissioner

## Stormwater Erosion and Sediment Control Security Agreement

Date: October 28, 2024

Developer/Owner Name: Concorde Plaza, LLC

Address: 1150 S. Cedar Grove Blvd.  
Columbia, MO 65201

Development: Concorde South Plat 1-B, Lot 1A

Legal Description: Lot 1A of Concorde South Plat 1-B, a subdivision located in Boone County, Missouri.

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. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan 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 plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Concorde South Plat 1-B, Lot 1-A. The SWPPP and ESC was prepared by Crockett Engineering Consultants on September 19, 2024.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 23rd day of October 2026, 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 \$51,300.00 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:

- ☐ Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri

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 corporate surety bond 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 October 23, 2026, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Irrevocable Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing Irrevocable Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on October 23, 2026, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Irrevocable Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond 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: Scott Zepp

Printed Name: Scott Zepp

Title: Member

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

Bill Florea  
Bill Florea, Director Resource Management

County Commission:

Kip Kendrick  
Kip Kendrick, Presiding Commissioner

Attest:

Brianna L. Lennon  
Brianna L. Lennon, Boone County Clerk

County Treasurer

Jenna Redel  
Jenna Redel, County Treasurer

Approved as to form:

C.J. Dykhouse  
C.J. Dykhouse, County Counselor



*Good For You and Your Community Too!*

1511 Friendship Road, Jefferson City, MO 65101

573-635-0019 • midambk.com

**IRREVOCABLE LETTER OF CREDIT**

NO. **400000008**

DATE: **October 21, 2024**

Amount: **\$51,300.00**

**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 **Mid America Bank** for the account of **Concorde Plaza LLC** up to an aggregate amount of **\$51,300.00** 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 **Mid America Bank** Letter of Credit **#400000008** Dated **October 21, 2024**."

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 if presented to this bank on or before **October 21, 2026**, provided further that upon such expiration, either at **two years time**, 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.



*Good For You and Your Community Too!*

1511 Friendship Road, Jefferson City, MO 65101

573-635-0019 • midambk.com

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 **Mid America Bank** 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: \_\_\_\_\_

Bank Vice President

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned


Term. 20 24

In the County Commission of said county, on the 12th day of November 20 24  
the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve approve the award of Amendment #1 to County Contract C000377 awarded from cooperative contract NCPA-01-97, Synnex Advanced Technology Solutions Aggregator for GETA In-Car Recording Systems and Body Camera System Products, Services and Support, Term and Supply to Upstate Wholesale Supply, Inc. dba Brite Computers of Victor, New York for the Boone County Sheriff's Office. The contract amendment is set-out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 12<sup>th</sup> day of November 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

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



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Liz Palazzolo, Senior Buyer  
**DATE:** October 18, 2024  
**RE:** Amendment #1 to Contract C000377 from Cooperative Contract NCPA-01-97 – Synnex Advanced Technology Solutions Aggregator – GETAC In-Car Video Recording and Body Camera System Products, Services and Support (Maintenance), Term and Supply for the Boone County Sheriff

Amendment #1 to contract C000377 awarded from cooperative contract NCPA-01-97, as cited above, for the Boone County Sheriff is being amended to add two renewal options. This is consistent with the original terms of contract that allow maintenance agreements established under the original term to extend a total of five years to complete the maintenance coverage quoted. At the time the contract was first awarded, this detail was overlooked. At the time the original GETAC in-car and body camera systems were purchased, the original quote to the Boone County Sheriff's Office includes acquisition and 5-year maintenance coverage. Amendment #1 corrects the contract term to include all 5 years for on-going maintenance on the GETAC equipment.

The contract with Upstate Wholesale Computers, dba Brite Computers of Victor, New York was originally awarded May 12, 2020 via Commission Order 215-2020.

The Sheriff's Office will make maintenance payments for its GETAC equipment using this contract as amended. Payment will reference these codes:

- 1251 - General Fund Sheriff Operations/70100 – Software Subscriptions: \$54,040.32;
- 1255 – General Fund Detention Operations/70100 – Software Subscriptions: \$3,377.52.

/lp

c: Contract File



Commission Order: 537-2024

Date: 11.12.2024

**CONTRACT AMENDMENT NUMBER ONE**  
**NCPA-01-97 - Synnex Advanced Technology Solutions Aggregator -**  
**GETAC In-Car Video Recording and Body Camera System Products, Services and Support**  
**TERM AND SUPPLY**

The Agreement, County Contract **C000377**, awarded from cooperative contract **NCPA-01-97** dated the 5th day of May 2020 made by and between Boone County, Missouri and **Upstate Wholesale Supply, Inc. (DBA Brite Computers)** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

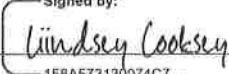
1. The Contract Duration referenced in paragraph #3 of the Purchase Agreement is **REVISED** as follows (underlined text shows revision):

“3. **Contract Duration** - This agreement shall commence on **May 1, 2020 and extend through July 31, 2022** subject to the provisions for termination specified below. The contract may be renewed for **four (4)** additional one-year optional periods to **cover the maintenance service included in the original quote.**”

2. All other terms, conditions, and pricing of the original contract as amended by previous amendment, if any, shall remain the same and apply hereto.

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

**UPSTATE WHOLESALE SUPPLY, INC.**  
**(DBA BRITE COMPUTERS)**

Signed by:  
by   
158A573130074C7...  
title Sales Director

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

DocuSigned by:  
  
57400BED96434D4...  
Presiding Commissioner

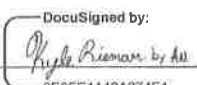
APPROVED AS TO FORM:

DocuSigned by:  
  
7D71DEAE89D74DD...  
County Counselor

ATTEST:

Signed by:  
  
D267E242BF8948C...  
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:  
  
BE8FE1148A274E1...  
Signature Date Appropriation Account

1251/70100: \$54,040.32; 1255/70100: \$3,377.52  
10/18/2024

538-2024

# CERTIFIED COPY OF ORDER

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STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

12th

day of

November

20 24

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 Steel-Nett, LLC for Low Voltage Wiring and Related Services. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

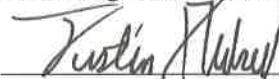
Done this 12<sup>th</sup> day of November 2024.


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



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4391

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPB, CPPO  
**DATE:** October 23, 2024  
**RE:** Amendment #1: *C000664 (34/2023) – Low Voltage Wiring and Related Services*

Contract *C000664 (34/2023) – Low Voltage Wiring and Related Services* was approved by commission for award to Steel-Nett, LLC on August 24, 2023, commission order 368-2023.

This amendment adds the federal clauses required for federal grant money utilized by Boone County for grant funded projects.

This is a Term and Supply contract.

cc: Contract File

Commission Order #: 538-2024 Date: 11.12.2024

**CONTRACT AMENDMENT NUMBER ONE**  
**Low Voltage Wire and Related Services**  
**Term & Supply**

The Purchase Agreement, County Contract **C000664** (from **City of Columbia cooperative contract 34/2023**), dated August 24, 2023, made by and between Boone County, Missouri and **Steel-Nett, LLC**. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. When federal grant money is being utilized for Boone County purchases, the attached federal required clauses will apply. On the date the project begins, the current Davis Bacon Wage will apply, or the Missouri Prevailing Wage may be used if labor rates are higher.
2. Except as specifically amended hereunder, all other terms, conditions, provisions and prices 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.

**STEEL-NETT, LLC**

Signed by:  
by Shannon Steelman  
44C008460BDF4D9...

title President

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

DocuSigned by:  
Kip Kendrick  
57400BED96434D4...

Kip Kendrick,  
Boone County Presiding Commissioner

**APPROVED AS TO FORM:**

DocuSigned by:  
[Signature]  
7D71DEAEB9D74DD...

County Counselor

**ATTEST:**

Signed by:  
Brianna L. Lennon  
D267E242BFB948C...

Brianna L. Lennon, County Clerk

**AUDITOR CERTIFICATION:**

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

DocuSigned by:  
Kyle Rieman  
E3D0F2FD3CE04B1...

Signature

10/31/2024

Date

County-Wide Term & Supply  
No Encumbrance Required

Appropriation Account

**CERTIFIED COPY OF ORDER****STATE OF MISSOURI**

} ea.

November Session of the October Adjourned

**Term. 20 24****County of Boone****In the County Commission of said county, on the**

12th

**day of**

November

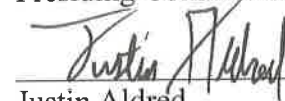

**20 24****the following, among other proceedings, were had, viz:**

Now on this day, the County Commission of the County of Boone does hereby approve a Contract Amendment with City of Ashland, Missouri for Ashland Stormwater Improvements. The terms of the contract amendment are set out in the attached contract amendment and the Presiding Commissioner is authorized to sign the same.

Done this 12<sup>th</sup> day of November 2024.

**ATTEST:**

Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner  
Justin Aldred  
District I Commissioner  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4391

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: November 4, 2024  
RE: Amendment # 1 to ARPA Funding Subrecipient contract: C000792 –  
*Ashland Stormwater Improvements* with City of Ashland, Missouri

ARPA Funding Subrecipient contract C000792 – *Ashland Stormwater Improvements* was approved by commission for award to City of Ashland, Missouri on June 13, 2024, commission order # 288-2024.

The amendment changes the expense incurred deadline to December 31, 2025 in the contract and the ARPA funding certification.

No additional encumbrance is required for this amendment from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

cc: Contract File

Commission Order #: 539-2024 Date: 11.12.2024

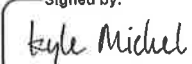
**CONTRACT AMENDMENT NUMBER ONE  
ASHLAND STORMWATER IMPROVEMENTS**

The Agreement, Boone County Contract **C000792** dated June 18, 2024 made by and between **Boone County, Missouri** and **City of Ashland** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. CHANGE the expense incurred deadline to December 31, 2025 in the contract and the ARPA funding certification.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

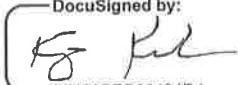
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**CITY OF ASHLAND, MISSOURI**

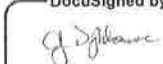
Signed by:  
  
129CE7ED59AE42E...  
By \_\_\_\_\_  
Kyle Michel, City Administrator

**BOONE COUNTY, MISSOURI**


By: Boone County Commission

DocuSigned by:  
  
57400BED96434D4...  
\_\_\_\_\_  
Kip Kendrick, Presiding Commissioner

**APPROVED AS TO FORM:**

DocuSigned by:  
  
7D71DEAEB9D74DD...  
\_\_\_\_\_  
CJ Dykhous, County Counselor

**ATTEST:**

Signed by:  
  
D267E242BF8948C...  
\_\_\_\_\_  
Brianna L. Lennon, County Clerk

**AUDITOR CERTIFICATION**

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

DocuSigned by:  8C24BD84EE7A483...	11/4/2024	2983-84200 – No encumbrance required
Signature	Date	Appropriation Account

540 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

12th

day of

November


20 24


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

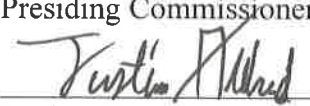
Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Amendment for Department 1253 to cover the State Cyber Crime Grant award.

Done this 12<sup>th</sup> day of November 2024.

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, MISSOURI  
REQUEST FOR BUDGET AMENDMENT**

10/9/24

EFFECTIVE DATE

**FOR AUDITORS USE**

(Use whole \$ amounts)

Transfer From Decrease	Transfer To Increase
---------------------------	-------------------------

[illegible]

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

To budget 2024 portion of SCCG 2024/2025 grant award.

**Requesting Official**

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

- ☐ A schedule of previously processed Budget Revisions/Amendments is attached  
☐ A fund-solvency schedule is attached.  
☒ Comments: CYBER CRTIME 24/25

☒ Comments: CYBER CRIME 24/25

**Auditor's Office**

PRESIDING COMMISSIONER

DISTRICT | COMMISSIONER

DISTRICT II COMMISSIONER

## BUDGET AMENDMENT PROCEDURES

- \* County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- \* At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- \* The Budget Amendment may not be approved prior to the Public Hearing



**2024-2025 State Computer Crimes Grant Budget Summary**  
**Boone County Sheriff's Office**

	Total Final Budget Based on Award
<b>Personnel</b>	
Detective salary	\$ 69,264.00
Detective salary	\$ 69,472.00
Detective salary	\$ 65,145.60
Sub Total	\$ 203,881.60
<b>Personnel Benefits</b>	
FICA/Medicare (.0765) - Claiming 50% reimbursement	\$ 7,798.47
Medical Insurance - (\$8760) - Claiming 50% reimbursement	\$ 13,140.00
Medical Insurance - children - Claiming 50% reimbursement	\$ 1,275.72
Dental Insurance (\$420 each) - Claiming 50% reimbursement	\$ 630.00
Dental Insurance - children	\$ 35.24
Sub Total	\$ 22,879.43
<b>Personnel - Overtime</b>	
N/A	
<b>Personnel Benefits - Overtime</b>	
N/A	
<b>Training/Travel</b>	
N/A	
<b>Equipment</b>	
N/A	
<b>Supplies/Operations</b>	
ADF Digital Evidence Investigator License Renew	\$ 2,999.00
Cellebrite UFED Ultimate - 1	\$ 6,900.00
Cellebrite UFED Ultimate - 2	\$ 6,900.00
Cellebrite UFED Ultimate - 3	\$ 6,900.00
GetData Forensic Explorer License Renew	\$ 695.00
GrayShift GrayKey Software/License Renew	\$ 33,105.00
Griffeye Analyze DI Pro w/ Lase Carver	\$ 2,290.00
Magnet Forensics AXIOM with Cloud Renew	\$ 6,235.00
Magnet Forensics AXIOM - 1	\$ 4,300.00
Magnet Forensics AXIOM - 2	\$ 4,300.00
Passware Forensic Kit Renew	\$ 595.00
Sumari Recon	\$ 450.00
Vista Print Web Hosting	\$ 344.00
Webroot Antivirus Renew	\$ 269.97
Sub Total	\$ 76,282.97
<b>Contractual</b>	
N/A	
<b>Total 2024-2025 SCCG Award and Budget</b>	<b>\$ 303,044.00</b>

**MICHAEL L. PARSON**  
Governor

**SANDRA K. KARSTEN**  
Director



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

STATE OF MISSOURI  
**DEPARTMENT OF PUBLIC SAFETY**  
**OFFICE OF THE DIRECTOR**

August 22, 2024

Boone County, Cyber Task Force  
Sheriff Dwayne Carey  
801 E. Walnut Street  
Columbia, MO 65201

**Re: FY 2025 State Cyber Crime Grant Award, Award Agreement Number: 2025-SCCG-001**

Dear Sheriff Carey:

Thank you for applying for the 2025 State Cyber Crimes Grant (SCCG). Congratulations, your agency's application has been approved for an award.

Enclosed is the Award Agreement. The proper Authorized Official, as identified on the Award Agreement, must sign the award and initial each page of the Articles of Agreement. The signed Award Agreement including initialed pages of the Articles of Agreement must be returned to our office. The grant will not go Underway until the documentation has been received and processed by our office. Documents may be submitted through the Correspondence Component in the WebGrants System or mailed to:

Missouri Department of Public Safety  
Attn: DPS Grants/Homeland Security  
PO Box 749  
Jefferson City, MO 65102

A scanned copy of the signed Award Agreement will be provided for your records via the "Award Documents - Final" Component of the grant within WebGrants. If your agency requires an original copy, please return an extra original set of the signed documents, and they will be forwarded back to your agency via mail.

If you have experienced a change in personnel affecting the names listed on the *Award* document, please notify Becky Block by email at [Becky.Block@dps.mo.gov](mailto:Becky.Block@dps.mo.gov) or by telephone at (573) 522-3455 so that replacement document can be generated and forwarded for signature. Do not cross out the names printed or have alternative individuals sign in place of the identified person(s).

Sincerely,

Michelle Branson  
Grants Program Supervisor  
Missouri Department of Public Safety, DPS Grants  
(573) 526-9014, [Michelle.Branson@dps.mo.gov](mailto:Michelle.Branson@dps.mo.gov)

The Missouri Department of Public Safety is an equal opportunity employer and agency. Those with limited English proficiency or who need auxiliary aids or other services can contact [dpsinfo@dps.mo.gov](mailto:dpsinfo@dps.mo.gov). For Relay Missouri, please dial 711. For TTY TDD please dial (800) 735-2966.



**Missouri Department of Public Safety  
Criminal Justice/Law Enforcement Unit**

P O Box 749, Jefferson City, MO 65101  
Telephone 573 526-1928 Fax: 573-751-5399

**AWARD AGREEMENT**

DATE
07/01/24
GRANT IDENTIFICATION NUMBER
2025-SCCG-001

RECIPIENT NAME		
Boone County, Cyber Task Force		
ADDRESS		
801 E. Walnut Street		
CITY	STATE	ZIP CODE
Columbia	MO	65201
TOTAL AMOUNT OF THE AWARD		
\$303,044.00		
PROJECT PERIOD FROM	PROJECT PERIOD TO	AWARD DATE
06/01/2024	05/31/2025	07/01/2024
PROJECT TITLE		FUNDED BY
2025 State Cyber Crimes Grant		Missouri Department of Public Safety
METHOD OF PAYMENT (Reimbursement -- Advanced)		
Reimbursement		

**CONTACT INFORMATION**

DPS GRANTS CONTACT		RECIPIENT PROJECT DIRECTOR	
NAME		NAME	
Becky Block		Dwayne Carey, Sheriff	
E-MAIL ADDRESS		ADDRESS (if different from above)	
Rebecca.Block@dps.mo.gov		2121 County Drive	
TELEPHONE		CITY, STATE AND ZIP CODE	
573-522-3455		Columbia, MO 65202	
PROGRAM MANAGER		TELEPHONE	E-MAIL ADDRESS
Joni McCarter		(573) 875-1111	DCarey@boonecountymmo.org
SUMMARY DESCRIPTION OF PROJECT			

The goal of the SCCG Program is to make funds available to reduce internet sex crimes against children and improve public safety for children through investigations, forensics, and prevention. This program provides support of the continued operation of multi-jurisdictional law enforcement cybercrime task forces.

**AWARDING AGENCY APPROVAL**

**RECIPIENT AUTHORIZED OFFICIAL APPROVAL**

TYPED NAME AND TITLE OF DPS OFFICIAL		TYPED NAME AND TITLE OF RECIPIENT AUTHORIZED OFFICIAL	
Sandra K. Karsten, Director		Kip Kendrick, Presiding Commissioner	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF RECIPIENT AUTHORIZED OFFICIAL	DATE
<i>Sandra K. Karsten</i>	09/28/2024	<i>K Kendrick</i>	9/24/2024

THIS AWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS AWARD AGREEMENT, THE RECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

*KK*

GRANT PROGRAM 2025 State Cyber Crime Grant (SCCG)	RECIPIENT Boone County, Cyber Task Force
AWARD NUMBER 2025 SCCG-001	DATE 07/01/2024
<b>AWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

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*YK*

GRANT PROGRAM 2025 State Cyber Crime Grant (SCCG)	RECIPIENT Boone County, Cyber Task Force
AWARD NUMBER 2025 SCCG-001	DATE 07/01/2024

## AWARD AGREEMENT

### ARTICLES OF AGREEMENT

#### Article I - Governing Directives

The recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the "SCCG Notice of Funding Opportunity", the "DPS Financial and Administrative Guide", the "DPS Subrecipient Travel Guidelines", and other applicable state laws or regulations.

#### Article II - Compliance Training

As a recipient of state funds, the Recipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.

#### Article III - Non-Supplanting

The recipient assures that state funds made available under this award will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

#### Article IV - Change in Personnel

The recipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Subaward Adjustment' component of WebGrants and complete a program revision with the appropriate information (hire date, salary and job requirements).

#### Article V - Award Adjustments

The recipient understands that any deviation from the approved award must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded Recipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.

#### Article VI - Monitoring

The recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Recipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The recipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

#### Article VII - Criminal Activity

The recipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this award is arrested for or formally charged with a misdemeanor or felony regardless of if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

*[Handwritten Signature]*

GRANT PROGRAM 2025 State Cyber Crime Grant (SCCG)	RECIPIENT Boone County, Cyber Task Force
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#### Article VIII - Reporting Potential Fraud, Waste, and Abuse

The recipient shall not make false statements or claims in connection with any funds awarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The recipient must promptly refer to the Missouri Department of Public Safety any credible evidence that a principal, employee, agent, recipient, contractor, subcontractor, or any other person has, in connection with funds under this award, either:

- (a) Submitted a claim that violates the False Claims Act; or
- (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award, must be reported to the Missouri Department of Public Safety by one of the following methods:

Mail: Missouri Department of Public Safety  
Office of the Director  
Attn: DPS Grants/Homeland Security  
P.O. Box 749  
1101 Riverside Drive  
Jefferson City, MO 65102-0749

Email: [dpsinfo@dps.mo.gov](mailto:dpsinfo@dps.mo.gov)  
Fax: (573)751-5399

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

#### Article IX - Lobbying

The recipient understands and agrees that state funds cannot be used, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

#### Article X - Non-Disclosure Agreements

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

In accepting this award, the recipient:

- (a) Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and

GRANT PROGRAM 2025 State Cyber Crime Grant (SCCG)	RECIPIENT Boone County, Cyber Task Force
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## AWARD AGREEMENT

### ARTICLES OF AGREEMENT

- (b) Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.

#### Article XI - Fair Labor Standard Act

All recipients of state funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act 29 CFR Part 570.

#### Article XII - Relationship

The recipient agrees that it will represent itself to be an independent recipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

#### Article XIII - Finding of Discrimination

The recipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of federal funds, the recipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date.

#### Article XIV- Employment of Unauthorized Aliens

Pursuant to Section 285.530.1 RSMo, the recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the recipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

#### Article XV - Unlawful Employment Practices

The recipient assures compliance with Section 213.055 RSMo, in regard to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

*[Handwritten Signature]*

GRANT PROGRAM 2025 State Cyber Crime Grant (SCCG)	RECIPIENT Boone County, Cyber Task Force
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**Article XVI - Discrimination in Public Accommodations**

The recipient assures compliance with Section 213.065 RSMo, in regard to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

**Article XVII - Fund Availability**

The recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this award, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

**Article XVIII - Release of Funds**

The recipient acknowledges no funds will be disbursed under this award until such time as all required documents are signed by the recipient Authorized Official and recipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

**Article XIX - Duplicative Funding**

The recipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the recipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

**Article XX - Allowable Costs**

The recipient understands that only allowable items in the approved budget will be reimbursed under this award. These monies may not be utilized to pay debts incurred by other activities. The recipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The recipient also agrees to expend funds no later than June 10, 2025, as identified in the "SCCG Notice of Funding Opportunity". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved award must have prior approval from the Missouri Department of Public Safety. The recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The recipient certifies that all expendable and non-expendable property purchased funds under this award shall be used for approved project purposes only.

**Article XXI - Procurement**

The recipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the recipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:

GRANT PROGRAM 2025 State Cyber Crime Grant (SCCG)	RECIPIENT Boone County, Cyber Task Force
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- (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
- (b) Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
- (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
- (d) Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
- (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
- (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

#### Article XXII - Buy American

The recipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

#### Article XXIII - Buy Missouri

The recipient also acknowledges Sections 34.070 and 34.073 RSMo, regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

#### Article XXIV - Suspension/Debarment

The recipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The recipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this award.

#### Article XXV - Suspension/Termination of Award

The Missouri Department of Public Safety reserves the right to suspend or terminate any award entered into as a result of this award at its sole discretion and without penalty or recourse by giving written notice to the recipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the recipient under the award shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

*[Handwritten initials]*

GRANT PROGRAM 2025 State Cyber Crime Grant (SCCG)	RECIPIENT Boone County, Cyber Task Force
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In the event an award is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the award funds remaining or an amount equal to the portion of the award funds wrongfully used.

#### **Article XXVI - Enforceability**

If a recipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the award, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

#### **Article XXVII - Vehicle Stops Report**

Pursuant to Section 5.90.650.3 RSMo, (1) every law enforcement agency shall compile the data described in subsection 2 for the calendar year into a report to the attorney general and (2) each law enforcement agency shall submit the report to the attorney general no later than March first of the following calendar year.

#### **Article XXVIII - Written Policy on Recording of Custodial Interrogations**

Pursuant to Section 590.700.4 RSMo, each law enforcement agency shall adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit felony crimes as outlined in subsection 2 of this section and shall certify adoption of such policy when applying for any grants administered by the Department of Public Safety.

#### **Article XXIX - Written Policy on Forwarding Intoxication-Related Traffic Offenses**

Pursuant to Section 43.544.1 RSMo, each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository as required by Section 43.503 RSMo and shall certify adoption of such policy when applying for any grants administered by the Department of Public Safety.

#### **Article XXX - Police Use of Force Transparency Act of 2021**

Pursuant to Section 590.1265 RSMo, Use of Force incidents reporting standards and procedures, publication of report data, analysis report. Each law enforcement agency shall report data submitted under subsection 3 of this section to the department of public safety. *For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the past 12 months.* Each law enforcement agency shall certify compliance with Section 590.1265 RSMo, when accepting any grant administered by the Department of Public Safety.

#### **Article XXXI - National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR)**

Pursuant to Section RSMo 43.505 Uniform Crime Reporting System - duties of department - violations, penalty: Each law enforcement agency in the state shall: (1) Submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; and (2) Submit any other crime incident information which may be required by the department of public safety. *For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the past 12 months.* Each law enforcement agency shall certify compliance with Section RSMo 43.505 when accepting any grants administered by the Department of Public Safety.

*[Handwritten Signature]*

GRANT PROGRAM 2025 State Cyber Crime Grant (SCCG)	RECIPIENT Boone County, Cyber Task Force
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**AWARD AGREEMENT**  
**ARTICLES OF AGREEMENT**

**Article XXXII - Rap Back Program Participation**

Pursuant to Section 590.030 RSMo, all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022, and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency. *Each law enforcement agency shall certify compliance with Section 590.030 RSMo when accepting any grants administered by the Department of Public Safety.*

**Article XXXIII - Death in Custody Reporting Act of 2013**

Death in Custody Reporting Act (DCRA) - The Death in Custody Reporting Act of 2013 (DCRA; Pub. L. No. 113-242) requires states to report to the Attorney General information regarding the death of any person who is detained, under arrest, or in the process of being arrested, en route to be incarcerated, or incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted by the state, any state or local contract facility, or other local or state correctional facility (including any juvenile facility). SAAs are responsible for collecting data on a quarterly basis from local entities including local jails, law enforcement agencies, medical examiners, and other state agencies.

If an agency experiences a death in custody event, timely submissions of the information on the Death in Custody Reporting Act data collection template are requested to be sent to [clia@dps.mo.gov](mailto:clia@dps.mo.gov) or via fax to (573) 526-9012. Examples of reportable and non-reportable death in custody scenarios can be found at <https://bia.ojp.gov/funding/performance-measures/dcra-reporting-guidance-faqs.pdf>, pages 5-7.

Death Occurred	DCRA due to MO DPS
January - March	April 15
April - June	July 15
July- September	October 15
October - December	January 15

**Article XXXIV - Federal Equitable Sharing Funds**

The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo, relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri State Auditor.

**Article XXXV - Data Reporting Requirements**

The recipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

**Article XXXVI - Information Sharing**

The recipient agrees to share information and cooperate with the Missouri Department of Social Services, Missouri State Highway Patrol, and existing Internet Crimes Against Children task force programs.

**Article XXXVII - Time Records Requirement**

The recipient assures that all project personnel funded through this award will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by

*[Handwritten initials]*

GRANT PROGRAM 2025 State Cyber Crime Grant (SCCG)	RECIPIENT Boone County, Cyber Task Force
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both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.

#### Article XXXVIII - Texting While Driving

The Missouri Department of Public Safety encourages the recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

#### Article XXXIX - Duplication of Networks

The recipient assures that all equipment/software requested and purchased under this award must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Interoperability Center.

#### Article XL - (DPS Grants), Specific

By accepting this award, the recipient agrees:

1. A spending plan will need to be completed when requested by the Grant Specialist. Status Reports are required to be submitted quarterly through the WebGrants system. See the below table for status report periods and due dates.

Report ID Number	Reporting Period	Due Date
1	June 1 – August 30	September 10
2	September 1 – November 30	December 10
3	December 1 – February 28	March 10
4	March 1 – May 31	June 10

2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. Expenditures for equipment shall be in accordance with the approved budget. The recipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Public Safety, you must request instructions from DPS to make proper disposition of the equipment following the DPS Administrative Guide.

3. Expenditures for equipment and supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.

*[Handwritten initials]*

GRANT PROGRAM  
2025 State Cyber Crime Grant (SCCG)

RECIPIENT  
Boone County, Cyber Task Force

AWARD NUMBER  
2025 SCCG-001

DATE  
07/01/2024

## AWARD AGREEMENT

### ARTICLES OF AGREEMENT

4. DPS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the recipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the recipient under the contract shall, at the option of the DPS, become property of the State of Missouri. The recipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

5. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

6. To follow the grant program guidelines as stated in the DPS Administrative Guide for DPS Grants, as well as Information Bulletins released by the DPS Grants to provide important updates, clarifications and policy statements related to the Criminal Justice/Law Enforcement Unit grant programs.

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

8. Prior written approval from DPS Grants is required prior to making any changes to the approved budget for this award.

K-R

541 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

November Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

12th

day of

November

20 24

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 Budget Amendment for Department 1195 to Increase Budget Insurance Activity.

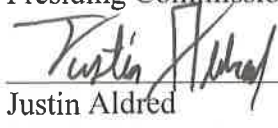
Done this 12<sup>th</sup> day of November 2024.


ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

RECEIVED  
OCT 22 2024  
BOONE COUNTY  
BOONE COUNTY  
AUDITOR

EFFECTIVE DATE

(Use whole \$ amounts)

<b>Dept</b>	<b>Account</b>	<b>Fund/Dept Name</b>	<b>Account Name</b>	<b>Transfer From Decrease</b>	<b>Transfer To Increase</b>
1195	71101	GF Insurance Activity	Auto Physical Damage Ins		18,300
1195	71104	GF Insurance Activity	Auto Liability Ins		14,900
1195	71011	GF Insurance Activity	Public Official Bond		1,000
1195	71016	GF Insurance Activity	Auto Claims Deductible		8,000
1195	71018	GF Insurance Activity	Other Claims Deductible		2,000
					<b>44,200</b>

Due to loss activity, we went over our budget in the general fund accounts above

## Agenda

DISTRICT II COMMISSIONER

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

10/22/24 10:58:13

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LEDGER YEAR	DEPT	Department Name	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2024	1195	GF INSURANCE ACTIVIT	3800	3882	RESTITUTION REIMB/		.00	17.22	17.22-
					TOTAL		.00	17.22	17.22-
2024	1195	GF INSURANCE ACTIVIT	3900	3945	INSURANCE RECOVERI		.00	61,199.55	61,199.55-
	1195	GF INSURANCE ACTIVIT		3946	INS PROCEEDS-CAP A		.00	11,047.55	11,047.55-
					TOTAL		.00	72,247.10	72,247.10-
2024	1195	GF INSURANCE ACTIVIT	50000	59100	VEHICLE REPAIRS/MA		.00	88,444.59	88,444.59-
					TOTAL		.00	88,444.59	88,444.59-
2024	1195	GF INSURANCE ACTIVIT	70000	71001	AUTO PHYSICAL DAMA	108,048.00	108,048.00	126,329.00	18,281.00-
	1195	GF INSURANCE ACTIVIT		71002	AUTO LIABILITY INS	45,000.00	45,000.00	57,997.00	12,997.00-
	1195	GF INSURANCE ACTIVIT		71004	PROPERTY INSURANCE	291,750.00	291,750.00	360,259.00	68,509.00-
	1195	GF INSURANCE ACTIVIT		71006	ERRORS & OMISSIONS	11,816.00	11,816.00	8,369.01	3,446.99
	1195	GF INSURANCE ACTIVIT		71007	LAW ENFORCEMENT IN	290,500.00	290,500.00	277,454.00	13,046.00
	1195	GF INSURANCE ACTIVIT		71008	GENERAL LIABILITY	169,500.00	169,500.00	109,778.45	59,721.55
	1195	GF INSURANCE ACTIVIT		71011	PUBLIC OFFICIALS B	17,000.00	17,000.00	11,380.00	5,620.00
	1195	GF INSURANCE ACTIVIT		71016	AUTO CLAIMS DEDUCT	20,000.00	20,000.00	30,189.50	10,189.50-
	1195	GF INSURANCE ACTIVIT		71018	OTHER CLAIMS DEDUC	15,000.00	15,000.00	17,913.77	2,913.77-
	1195	GF INSURANCE ACTIVIT		71020	UNINSURED CLAIMS	500.00	500.00	.00	500.00
	1195	GF INSURANCE ACTIVIT		71021	AUTO LIABILITY DED	5,000.00	5,000.00	.00	5,000.00
	1195	GF INSURANCE ACTIVIT		71022	SMALL INCIDENT WOR	500.00	500.00	.00	500.00
	1195	GF INSURANCE ACTIVIT		71023	UNINSURED REIMBURS	1,000.00	1,000.00	.00	1,000.00
					TOTAL	975,614.00	975,614.00	999,669.73	24,055.73-
					TOTAL	975,614.00	975,614.00	1,160,378.64	184,764.64-

\* \* \* END OF REPORT \* \* \*