

564 -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 26th 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 request to hire above the Flexible Hiring Range for position number 230, Deputy Court Marshal, and does hereby authorize an appropriation of \$28.00 per hour for the salary of said position.

Done this 26th 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

**CERTIFIED COPY OF ORDER**

567-2024

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

26th

day of

November

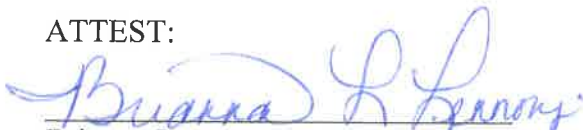
20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the Flexible Hiring Range for position number 29, Deputy County Clerk III, and does hereby authorize an appropriation of \$26.00 per hour for the salary of said position.

Done this 26th 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

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

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November Session of the October Adjourned

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

26th

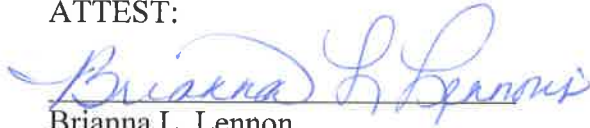
**day of**

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 an agreement with Housing Authority of the City of Columbia, a municipal corporation of the State of Missouri for Blind Boone Apartments Affordable Housing Project. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 26th 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 20, 2024  
RE: ARPA Funding: *C000884 – Blind Boone Apartments Affordable Housing Project*

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract # *C000884 – Blind Boone Apartments Affordable Housing Project* with the Housing Authority of the City of Columbia, a municipal corporation of the State of Missouri.

These funds will be used to support the Housing Authority of the City of Columbia in renovating the Blind Boone Apartments affordable housing development. The development currently consists of 16 two-bedroom units, 10 three-bedroom units and 1 one-bedroom unit. The funds be used to support the demolition and new construction of 27 housing units. The Blind Boone Apartments serves low-income households.

Contract award is for a not to exceed amount of \$350,000 and will be paid from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.





## AGREEMENT FOR ARPA FUNDING

Boone County Contract #C000884

Blind Boone Apartments Affordable Housing Project

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**THIS AGREEMENT** dated the 26th day of November, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **Housing Authority of the City of Columbia, a municipal corporation of the State of Missouri (herein "Agency")**, with an effective date of the County's execution of this Agreement.

**WHEREAS**, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

**WHEREAS**, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

**WHEREAS**, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

**WHEREAS**, the parties agree to cooperate on the form and content of expenditure documentation of the subject ARPA funds; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding to the Missouri Housing Development Commission, Boone County Commission Order 432-2024, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the

project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed Three Hundred Fifty Thousand Dollars (\$350,000).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:

- i. Complete the work set out in the attached Scope of Work.
- ii. Agency will ensure compliance with all applicable federal and state laws and regulations including required contract provisions in the administration of the project.
- iii. Agency will present draw-down requests to on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
- iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
- v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
- vi. Agency, in compliance with 2 CFR 200.334, will for three (3) years after completion of the project will provide all information and documentation needed for monitoring purposes by the County, the County's external auditor, or U.S. Treasury.
- vii. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2026.

b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:

- i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures made with the provided funding were: 1) to perform activities deemed allowable under federal guidance and approved herein; 2)

expenses were incurred after March 3, 2021 and prior to December 31, 2025; and 3) all funds were expended prior to December 31, 2026.

- b. Agency is not using ARPA funds to meet the local matching portion of another federal award unless permitted by the other award.
- c. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- d. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- e. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- f. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.
- g. The person signing the final certification has authority to do so on behalf of and for Agency.

6. ***Avoiding Duplication of Funding.*** Agency shall not invoice County for expenses invoiced to another funding source. Agency shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

8. ***Modification or Amendment.*** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

9. ***Compliance with Laws.*** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

10. ***Discrimination.*** Agency will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws or county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.



11. **Subcontracts.** Agency may enter into subcontracts and other agreements in connection with a project as Agency deems necessary within the terms of the contract. Any subcontractor or party to an agreement with Agency on this project shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

12. **Employment of Unauthorized Aliens Prohibited.** Agency agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Agency shall require each subcontractor to affirmatively state in its Agreement with the Agency that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Agency a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

13. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon fifteen (15) days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

14. **Indemnification and Hold Harmless.** To the extent permitted under Missouri law, the Agency agrees to hold harmless, defend and indemnify the County, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the Agency's services (meaning anyone, including but not limited to consultants having a contract with the Agency or subcontractor for part of the services), or anyone directly or indirectly employed by the Agency, or of anyone for whose acts the Agency may be liable in connection with providing these services including any noncompliance with applicable ARPA regulations. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

15. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

16. **Binding Effect.** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations,

written or verbal, and other proposal or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

**18. Notice.**

- a. Any written notice or communication to **County** shall be emailed to [boonecountyarpa@boonecountymo.org](mailto:boonecountyarpa@boonecountymo.org)
- b. Any written notice or communication to **Agency** shall be emailed to [rcole@columbiaha.com](mailto:rcole@columbiaha.com) and/or mailed or delivered to: Columbia Housing Authority, Attn: Randy Cole, 201 Switzler, Columbia, MO 65203.

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

**Agency**

By:

Signed by:  
  
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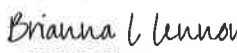
**Boone County, Missouri**

By: Boone County Commission

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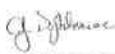
Kip Kendrick, Presiding Commissioner

ATTEST:

Signed by:  
  
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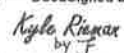
Brianna L. Lennon, County Clerk

Approved as to Legal Form:

DocuSigned by:  
  
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CJ Dykhous, County Counselor

**BOONE COUNTY 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:  
  
 8C24BD84EE7A483...

11/21/2024

2983-84200 / \$350,000

Signature

Date

Appropriation Account

**CONTRACT ATTACHMENTS**

1. Boone County Data Collection

509 -2024

# 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 26th 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 an inter-agency agreement with the Boone County Sheriff's Office for Public Safety Childcare Facility. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 26th 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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: November 21, 2024  
RE: ARPA Funding: *C000788 – Public Safety Childcare Facility*

Boone County Legal Department requested Purchasing route for Commission approval the attached inter-agency agreement *C000788 – Public Safety Childcare Facility* with the Boone County Sheriff's Office to obligate the ARPA funds for the Public Safety Childcare Facility.

**ARPA INTERAGENCY AGREEMENT**  
**Boone County Contract #C000788**  
**Public Safety Childcare Facility**

This Interagency Agreement ("Agreement") is made between Boone County, Missouri ("County"), by and through its County Commission, and the Boone County Sheriff, Dwayne Carey ("Agency").

**WHEREAS**, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

**WHEREAS**, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

**WHEREAS**, County intends to obligate certain ARPA funds by this Agreement in advance of the obligation deadline of December 31, 2024; and

**WHEREAS**, the parties agree to cooperate on the form and content of expenditure documentation of the subject ARPA funds; and

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH** that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**A. PURPOSE**

The County hereby agrees to provide SLFRF funding, in the amount set forth herein, to the Agency to facilitate the implementation of the Program set forth herein.

**B. SCOPE OF PROGRAM**

The \$289,083.29 ARPA funds will be used to support BCSO and the public safety employees of Boone County by constructing a childcare facility that will bring childcare capacity to serve public safety employees. There is a lack of childcare capacity to serve the general needs of Boone County residents and this lack of capacity is especially acute for parents who work in public safety roles due to the demands of their work schedules. This childcare facility will create a healthy childhood environment for the children of the public safety employees.

The construction of this facility is reasonably designed to benefit the unique needs of public safety employees and their families:

- There is a lack of daycare capacity in Boone County and the scheduling demands of public safety employees exacerbates this lack of existing capacity.
- A capital expenditure to support this estimated \$5M-\$6M facility is appropriate in order to address this lack of childcare capacity and in particular provide childcare capacity that provides a healthy environment for children while supporting the public safety missions of the Sheriff's Office, Emergency Management, and 911/Joint Communications.
- Alternative capital expenditures to support nonprofits and/or small businesses providing daycare capacity would be inferior to a county-operated childcare facility that can offer competitive compensation packages to childcare workers committed to supporting to the public safety missions of the County's public safety agencies. This investment will also allow the County to leverage state grant funds of \$2.5M in support of the construction of childcare facility focused on serving the family needs of public safety personnel.

**C. TERM**

The term of this Agreement shall begin on the date of County approval and end on June 30, 2026

unless terminated earlier in accordance with this Agreement.

#### **D. FINANCIAL AND PERFORMANCE REQUIREMENTS**

1. **Funding.** Subject to the availability of SLFRF funding, County shall provide funds to the Agency for the Program, in an amount not to exceed **Two Hundred Eighty-Nine Thousand Eighty-Three Dollars and Twenty-Nine Cents (\$289,083.29)** for the term. Any expenses/costs incurred by Agency in excess of this amount shall be the sole responsibility of Agency.
2. **Budget.** Agency agrees that although the costs of the overall project may exceed the ARPA funding provided for herein that the total not-to-exceed ARPA funds from this agreement shall be as set out above.
3. **Payment.** County shall make SLFRF funding as specified in this Agreement on a reimbursement basis to Agency. The SLFRF funding shall be used to provide the services described in this Agreement. Any SLFRF funding advanced to Agency prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.
4. **Reporting.** The Agency agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and the County to meet any reporting deadlines. The Agency shall adhere to the instructions and format, including specific forms required by the County and the U.S. Department of Treasury for the SLFRF funding.
5. **Audits.** The Agency shall comply with all applicable provisions of the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR 200) and the regulations and guidance propagated by the U.S. Department of the Treasury applicable to SLFRF funding. At any time during business hours and as often as the County may deem necessary, there shall be made available for examination, the Agency's records with respect to matters covered by this Agreement. The Agency shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.
6. **Records.** The Agency shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later.

#### **E. CORRECTIVE ACTION AND TERMINATION**

1. **Corrective Action.** Upon written notice, County may require the Agency to take corrective action so the Agency is in compliance with federal, state, or local laws, regulations, or rules related to the SLFRF funding for the Program. Corrective action may be required for but is not limited to instances in which the Agency: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. County may require corrective action of the Agency, including but not be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) Program suspension, and (e) reduction/repayment of funding.
2. **Termination.** Either party may terminate this Agreement by giving to the other party written notification prior to termination. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to County forthwith. Any funds advanced to the Agency for services not yet rendered shall be returned to County immediately.

#### **F. Further written agreements.**

County may require Agency to enter into further agreements with County for the administration of the ARPA funds obligated under this Agreement and may condition ARPA payments on the execution and

compliance with such further Agreements.

**IN WITNESS WHEREOF**, the parties hereto agreement to terms of this Agreement as of the date and year first written below.

**Agency – BCSO**

Signed by:  
  
3645452F08D34BF...  
Dwayne Carey, Boone County Sheriff

**Boone County, Missouri**  
By: Boone County Commission

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

ATTEST:

Signed by:  
  
D267E242BFB948C...  
Brianna L. Lennon, County Clerk

Approved as to Legal Form:

DocuSigned by:  
  
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CJ Dykhous, County Counselor

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

DocuSigned by:  8C24B064EE7A483...	11/22/2024	2983-83810 / \$289,083.29
Signature	Date	Appropriation Account

**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 26th day of November 20 24

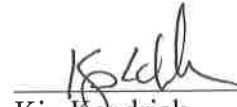
the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000873 awarded from cooperative contract 24823 for Police Radar LIDAR Speed Enforcement and Accident Reconstruction equipment and supplies with Applied Concepts, inc. dba Stalker of Richardson, Texas for the Boone County Sheriff's Office. The contract is set out in the attached and the presiding Commissioner is authorized to sign the same.

Done this 26th 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: November 12, 2024  
RE: Award C000873 from Co-op Contract 24823 for Police Radar – LIDAR  
Speed Enforcement & Accident Reconstruction for the Boone County  
Sheriff's Office --Term & Supply

Purchasing requests approval of contract C000873 using NASPO Valuepoint cooperative contract 24823 for the purchase of Police Radar – LIDAR Speed Enforcement and Accident Reconstruction products, supplies and extended warranty coverage for the Boone County Sheriff's Office as a Term & Supply contract. The contract is with Applied Concepts, Inc. dba Stalker of Richardson, Texas.

The contract period will run November 12, 2024 through August 31, 2027 with two (2) one-year renewal options available.

This is considered a Term & Supply contract for the Sheriff's Office. Coding that will be applied to purchases follows showing the 2025 budgeted amount:

- 1251 – General Fund Sheriff Operations/92300 - Replacement Machinery & Equipment: \$9,600.00
- 2901 – LEST Sheriff Operations/92300 - Replacement Machinery & Equipment: \$9,600.00

/lp

c: Contract File

**PURCHASE AGREEMENT FOR  
POLICE RADAR – LIDAR SPEED ENFORCEMENT & ACCIDENT RECONSTRUCTION**

**THIS AGREEMENT**, County Contract **C000873**, awarded from cooperative contract **24823** dated the 26th day of November 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Applied Concepts, Inc., dba Stalker**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a Term and Supply contract for **Police Radar – LIDAR Speed Enforcement & Accident Reconstruction** in compliance with all bid specifications and any addendums issued for NASPO Valuepoint Contract Number **24823** and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the original bid response may be permanently maintained in the County Purchasing Office and/or the Sourcwell contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and NASPO Valuepoint Contract Number **24823**, including Boone County's Standard Terms and Conditions shall prevail and control over the vendor's bid response.
2. **Contract Duration** - This agreement shall commence on the **November 12, 2024 through August 31, 2027** with the option to renew the contract period for two (2) subsequent one-year periods subject to the provisions for termination specified below.
3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Police Radar – LIDAR Speed Enforcement & Accident Reconstruction products and supplies including warranty coverage in accordance with pricing specified in the contract.
4. **Delivery** – The contractor shall deliver equipment FOB Destination Freight Prepaid and Allowed (freight pricing is included in pricing quoted). Delivery shall be to the Boone County Sheriff's Office, 2121 County Drive, Columbia, MO, 65202.
5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Office and may only include the pricing consistent with contract **24823**. Invoices shall be sent to the Boone County Sheriff's Office, 2121 County Drive, Columbia, MO, 65202 and shall only include prices consistent with contract pricing and terms. No additional fees for delivery or extra services not included in **24823**, or taxes shall be included as additional charges in excess of the charges in contract **24823**. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount, provided that the County notifies the Vendor of any such disputes within thirty (30) days of receipt of invoice; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
6. **Warranty** – The standard manufacturer warranty shall apply at minimum and otherwise comply with terms in contract **24823** to span 24-months from the date of the County's acceptance of each item(s). Extended warranty coverage shall be provided at quoted pricing per the terms of contract **24823**.
7. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect. ***This Agreement shall be governed***

*under the laws of the State of Missouri and any action relating hereto shall be brought in the Circuit Court of Boone County, Missouri.*

8. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

**APPLIED CONCETPS, INC. dba STALKER**

By   
89CFA4BFD9E4433...

Title Contracts Manager

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

  
57400BED96434D4...

Presiding Commissioner

APPROVED AS TO FORM:

  
7D71DEAEB9D74DD...

County Counselor

ATTEST:

  
D267E242BFB948C...

County Clerk

**AUDITOR CERTIFICATION**

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

1251/92300; 2901/92300: Term & Supply

  
8E8FE1148A274E1...

11/18/2024

Signature

Date

Appropriation Account

571 -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**

26th

**day of**

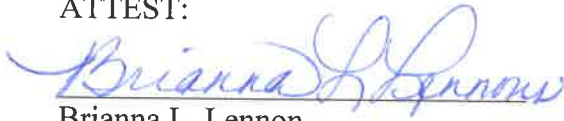
November **20** 24

**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 David O. Dunford for Radio Consulting Services. 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 26th 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: December 15, 2023  
RE: Amendment #10: C000306 (66/2010) – *Radio Consulting Services* with  
David O. Dunford

Contract C000306 (City of Columbia 66/2010) – *Radio Consulting Services* was approved by commission for award to David O. Dunford on August 26, 2014, commission order 402-2014.

This amendment renews the professional services contract for the period January 1, 2025 through December 31, 2025 for the following:

Professional Services at \$70.00/hour, not to exceed \$110,833.00 per contract period.

Reimbursable expenses not to exceed \$18,000 per contract period.

Invoices will be paid from department 2704 – Radio Network Operations, account 71101 – Professional Services. \$128,833 is budgeted for 2025.

cc: Christie Davis, Pat Schreiner, Gary German / Joint Communications  
Contract File

RQST  
DATE

# PURCHASE REQUISITION

## BOONE COUNTY, MISSOURI

VNDR #

VENDOR NAME

BID #

Bill to Dept #: 2704

[illegible]

128,833.00

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Prepared By

### Auditor Approval

Commission Order: 571-2024

Date: 11.26.2024

**CONTRACT AMENDMENT #10  
RADIO CONSULTING SERVICES**

The Contract Agreement # **C000306 (City of Columbia 66/2010)**, dated August 26, 2014, from RFB 30-14AUG24, made by and between Boone County, Missouri and **David O. Dunford** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Renew contract for the period January 1, 2025 through December 31, 2025 for the following:  
  
Professional Services @ \$70.00 / hour, shall not exceed \$110,833.00 per contract period.  
Reimbursable Expenses shall not exceed \$18,000.00 per contract period.
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.

**DAVID O. DUNFORD**

Signed by:  
  
by 69577F41F24545C...

Radio Consultant  
title

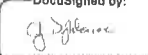
**BOONE COUNTY, MISSOURI**

by: Boone County Commission

DocuSigned by:  
  
57400BED96434D4...

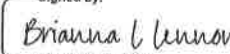
Kip Kendrick, Presiding Commissioner

**APPROVED AS TO FORM:**

DocuSigned by:  
  
7D710EAE89D74DD...

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 this contract do not create a measurable county obligation at this time.)

DocuSigned by:  
  
8E8FE1148A274E1...

11/19/2024

2704-71101 / Professional Services not to  
exceed \$110,833/year; Reimbursable Expenses  
not to exceed \$18,000 / year

Signature

Date

Appropriation Account



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MYLO LLC/PHS 37277676 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> PHONE (866) 467-8730 (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:																					
<b>INSURED</b> DAVID DUNFORD 8895 CEDAR CREEK RD DE SOTO KS 66018-9155	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A :	Hartford Casualty Insurance Company	29424	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC#																				
INSURER A :	Hartford Casualty Insurance Company	29424																				
INSURER B :																						
INSURER C :																						
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INSURER E :																						
INSURER F :																						

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		37 SBA AM5386	04/01/2024	04/01/2025	EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	X General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY \$1,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY			37 SBA AM5386	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)
	X HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			37 SBA AM5386	04/01/2024	04/01/2025	Each Claim Limit \$5,000 Aggregate Limit \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

## CERTIFICATE HOLDER

County of Boone  
 Attn: Purchasing Department  
 Boone County Purchasing, 613 East Ash St.  
 Columbla MO 65201

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/11/2024

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<b>PRODUCER</b> MIDWEST INSURANCE SOLUTIONS 37277419 14425 COLLEGE BLVD SUITE 115 LENEXA KS 66215	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (913) 422-0280	<b>FAX</b>
	<b>(A/C, No, Ext):</b>	<b>(A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Accident and Indemnity Company	
<b>INSURED</b> DAVID DUNFORD 8895 CEDAR CREEK RD DE SOTO KS 66018-9155	<b>NAIC#</b> 22357	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY  GENERAL AGGREGATE PRODUCTS - COMPROP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	37 WEC IB1701	08/09/2024	08/09/2025	X PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

County of Boone  
 Attn: Purchasing Department  
 Boone County Purchasing, 613 East Ash St.  
 Columbia MO 65201

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan S. Castaneda*

C 0007, 06



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
07/11/2024

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A	COMMERCIAL GENERAL LIABILITY			37 SBA AM5386	04/01/2024	04/01/2025	EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY			37 SBA AM5386	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)
	HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
A	EMPLOYMENT PRACTICES LIABILITY			37 SBA AM5386	04/01/2024	04/01/2025	Each Claim Limit \$5,000 Aggregate Limit \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

 County of Boone  
 Attn: Purchasing Department  
 Boone County Purchasing, 613 East Ash St.  
 Columbia MO 65201

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.

572 -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

26th

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 1243 for the Delinquency Prevention Program Grant.

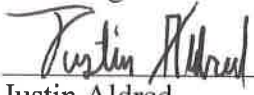
Done this 26th day of November 2024.

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

NOV 12 2024

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY  
AUDITOR

10/1/2024

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1243	3411	GF/Juvenile Grants	Federal Grant Reimburse		76,128
1243	10100	GF/Juvenile Grants	Salaries & Wages		38,484
1243	10200	GF/Juvenile Grants	FICA		2,925
1243	10300	GF/Juvenile Grants	Health Insurance		2,205
1243	10310	GF/Juvenile Grants	County HSA Contribution		650
1243	10325	GF/Juvenile Grants	Disability Insurance		82
1243	10350	GF/Juvenile Grants	Life Insurance		36
1243	10375	GF/Juvenile Grants	Dental Insurance		70
1243	10500	GF/Juvenile Grants	401(A) Match Plan		106
1243	23000	GF/Juvenile Grants	Office Supplies		500
1243	23001	GF/Juvenile Grants	Printed Materials		100
1243	23350	GF/Juvenile Grants	Special Program Supplies		50
1243	37000	GF/Juvenile Grants	Dues & Prof Certifictn/Meeting		600
1243	37200	GF/Juvenile Grants	Seminars/Conferen/Meeting		1,500
1243	37220	GF/Juvenile Grants	Travel: Training Related		6,000
1243	70050	GF/Juvenile Grants	Software Service Contract		720
1243	71100	GF/Juvenile Grants	Outside Services		8,000
1243	71101	GF/Juvenile Grants	Professional Services		10,000
					<b>148,156</b>

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):

PAGE ONE OF TWO: SEE ATTACHED. Please add funds awarded to the 13th Judicial Circuit by the Department of Justice for the Delinquency Prevention Program.

*Cindy James*  
Requesting Official

## TO BE COMPLETED BY AUDITOR'S OFFICE

☐ A fund-solvency schedule is attached.

Comments: *Delinquency Prevent Prog Grant*

☒ Agenda  
☐ Auditor

*[Signature]*  
Auditor's Office

*[Signature]*  
PRESIDENT COMMISSIONER

*[Signature]*  
DISTRICT I COMMISSIONER

*[Signature]*  
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.

## Small Auditor Accounting Forms

**Grant Plans - JJC Federal Grant**

<b>Category</b>	<b>Total Award: (\$425,000)</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
03411-Revenue from Federal	\$ 425,000.00	\$ 76,127.86	\$ 256,584.82	\$ 92,269.86
10100-Personnel	\$ 230,910.00	\$ 38,484.00	\$ 156,000.00	\$ 36,426.00
10200-FICA	\$ 17,549.16	\$ 2,924.86	\$ 11,699.44	\$ 2,924.86
10300-Health Insurance	\$ 13,230.00	\$ 2,205.00	\$ 8,820.00	\$ 2,205.00
10310-County HSA Contribution	\$ 3,900.00	\$ 650.00	\$ 2,600.00	\$ 650.00
10325-Disability Insurance	\$ 487.88	\$ 82.00	\$ 325.26	\$ 82.00
10350-Life Insurance	\$ 216.00	\$ 36.00	\$ 144.00	\$ 36.00
10375-Dental Insurance	\$ 1,260.00	\$ 70.00	\$ 1,120.00	\$ 70.00
10500-401(A) Match Plan	\$ 1,900.00	\$ 106.00	\$ 1,688.00	\$ 106.00
<b>Class 1 Grand Totals</b>	<b>\$ 269,453.04</b>	<b>\$ 44,557.86</b>	<b>\$ 182,396.70</b>	<b>\$ 42,499.86</b>
23000-Office Supplies	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 500.00
23001-Printed Materials	\$ 400.00	\$ 100.00	\$ 200.00	\$ 100.00
23350-Special Program Supplies	\$ 300.00	\$ 50.00	\$ 200.00	\$ 50.00
<b>Class 2 Grand Totals</b>	<b>\$ 2,700.00</b>	<b>\$ 650.00</b>	<b>\$ 1,400.00</b>	<b>\$ 650.00</b>
37000-Dues & Prof Certifictn/Meeting	\$ 1,800.00	\$ 600.00	\$ 600.00	\$ 600.00
37200-Seminars/Conferen/Meeting	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
37220-Travel: Training Related	\$ 18,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
<b>Class 3 Grand Totals</b>	<b>\$ 24,300.00</b>	<b>\$ 8,100.00</b>	<b>\$ 8,100.00</b>	<b>\$ 8,100.00</b>
70050-Software Service Contract	\$ 2,160.00	\$ 720.00	\$ 720.00	\$ 720.00
71100-Outside Services	\$ 43,000.00	\$ 8,000.00	\$ 20,000.00	\$ 15,000.00
71101-Professional Services	\$ 73,768.12	\$ 10,000.00	\$ 39,268.12	\$ 24,500.00
<b>Class 7 Grand Totals</b>	<b>\$ 118,928.12</b>	<b>\$ 18,720.00</b>	<b>\$ 59,988.12</b>	<b>\$ 40,220.00</b>
84010-Receptions/Meetings	\$ 3,100.00	\$ 400.00	\$ 2,300.00	\$ 400.00
85710-Travel/Other	\$ 3,000.00	\$ 200.00	\$ 2,400.00	\$ 400.00
<b>Class 8 Grand Totals</b>	<b>\$ 6,100.00</b>	<b>\$ 600.00</b>	<b>\$ 4,700.00</b>	<b>\$ 800.00</b>
91301-Computer Hardware	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
<b>GRAND TOTALS</b>	<b>\$ 424,981.16</b>	<b>\$ 76,127.86</b>	<b>\$ 256,584.82</b>	<b>\$ 92,269.86</b>



## Department of Justice (DOJ)

### Office of Justice Programs

#### Office of Juvenile Justice Delinquency Prevention

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>	COUNTY OF BOONE 801 E WALNUT ST
<b>City, State and Zip:</b>	COLUMBIA, MO 65201
<b>Recipient UEI:</b>	T3NHKKJW27K8
<b>Project Title:</b> Robert L Perry Juvenile Justice Center Building Continuum of Care to Support Youth Success Initiative	<b>Award Number:</b> 15PJDP-24-GK-03799-TITL
<b>Solicitation Title:</b> OJJDP FY24 Building Local Continuums of Care to Support Youth Success	
<b>Federal Award Amount:</b> \$425,000.00	<b>Federal Award Date:</b> 9/26/24
<b>Awarding Agency:</b>	Office of Justice Programs Office of Juvenile Justice Delinquency Prevention
<b>Funding Instrument Type:</b>	CA
<b>Opportunity Category:</b> D	
<b>Assistance Listing:</b> 16.548 - Delinquency Prevention Program	
<b>Project Period Start Date:</b> 10/1/24	<b>Project Period End Date:</b> 3/31/26
<b>Budget Period Start Date:</b> 10/1/24	<b>Budget Period End Date:</b> 3/31/26
<b>Project Description:</b> The Robert L. Perry Juvenile Justice Center Building Continuums of Care to Support Youth Success Initiative seeks to integrate juvenile justice system stakeholders, including youth and their families, into an assessment and planning process that will not only map intervention services and programs, but will create efficient and inclusive processes for accessing those services and programs, and generating a comprehensive system of support for youth and their families. This initiative seeks to reduce overincarceration and racial disproportionality in the juvenile justice system by strengthening community-based systems of support for youth. The purpose of the initiative is to eliminate system redundancies and misaligned services, enabling strategic reinvestment of cost savings into additional diversion, prevention, and intervention programs to support youth success. Working together, the aim is to create an equitable continuum of care capable of meeting youth needs compassionately and within their own communities. Primary activities for the planning process include (1) Engage in an intensive intervention mapping process to identify strengths and gaps in preventive services and programs available to youth and their families throughout the system. This mapping process will focus on opportunities to enhance and increase community-based offerings. The evidence-based Sequential Intercept Model will provide a framework for identifying points along a youth's path to incarceration where positive intervention could divert them to better outcomes. (2) Identify redundancies and opportunities to streamline services and programs, improving access and utility while also determining cost savings and opportunities for reinvestment. (3) Develop an implementation plan aligned with national best practices that supports the decarceration of youth and the build-out of enhanced services for youth identified as being at risk of involvement in the justice system, or who are reintegrating, through a coordinated, collaborative strategy that also promotes safe communities. Expected outcomes are a plan with (a) intervention asset map and gap analysis, (b) a continuum of care plan with roll-out timeline, and (c) an implementation and sustainability plan. The service area is Boone County, MO, and intended beneficiaries are youth and their families as well as providers seeking to improve how they serve their constituents.	



## Award Letter

September 26, 2024

Dear Derek Hux,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF BOONE for an award under the funding opportunity entitled 2024 OJJDP FY24 Building Local Continuums of Care to Support Youth Success. The approved award amount is \$425,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

### Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.



OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit [www.ojp.gov/program/civil-rights-office/outreach](http://www.ojp.gov/program/civil-rights-office/outreach). If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov) or [www.ojp.gov/program/civil-rights-office/about#ocr-contacts](http://www.ojp.gov/program/civil-rights-office/about#ocr-contacts).

#### **Memorandum Regarding NEPA**

#### **NEPA Letter Type**

OJP - Categorical Exclusion

#### **NEPA Letter**

#### **National Environmental Policy Act (NEPA) record**

**Solicitation Title: OJJDP FY24 Building Local Continuums of Care to Support Youth Success**

**Award number: 15PJDP-24-GK-03799-TITL**

**Date: 9/23/2024**

**NEPA determination:** Categorical Exclusion

The Building Local Continuums of Care to Support Youth Success program supports communities in conducting planning and assessment activities that will inform the development of a community-based continuum of promising and evidence-based prevention and intervention services that will serve as a strong foundation for preventing youth from entering the juvenile justice system, diverting them from moving deeper into the system (i.e., detention and corrections), and ultimately providing them with the skills they need to lead productive, safe, healthy, and law-abiding lives.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or the Environmental Coordinator for the Office of Juvenile Justice and Delinquency Prevention.

**NEPA Coordinator**

**First Name**

Lou Ann

**Middle Name**

**Last Name**

Holland

**Award Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Recipient Information**

**Recipient Name**

COUNTY OF BOONE

**UEI**

T3NHKKJW27K8

**Street 1**

801 E WALNUT ST

**Street 2**

**City**

COLUMBIA

**State/U.S. Territory**

Missouri

**Zip/Postal Code**

65201

**Country**

United States

**County/Parish**

no value

**Province**

no value

**Award Details**

**Federal Award Date**

9/26/24

**Award Type**

Initial

**Award Number**

15PJDP-24-GK-03799-TITL

**Supplement Number**

00

**Federal Award Amount**

\$425,000.00

**Funding Instrument Type**

CA

**Assistance Listing  
Number**

16.548

**Assistance Listings Program Title**

Delinquency Prevention Program

**Statutory Authority**

Pub. L. No. 118-42, 138 Stat. 25, 150

☒ I have read and understand the information presented in this section of the Federal Award Instrument.

**Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Solicitation Title**

2024 OJJDP FY24 Building Local Continuums of Care to Support Youth Success

**Awarding Agency**

OJP

**Program Office**

OJJDP

**Application Number**

GRANT14197914

**Grant Manager**

Scott Pestridge

**Phone Number**

202-532-5570

**E-mail Address**

Scott.Pestridge@usdoj.gov

**Project Title**

Robert L Perry Juvenile Justice Center Building Continuum of Care to Support Youth Success Initiative

**Performance Period Start****Date**

10/01/2024

**Performance Period End Date**

03/31/2026

**Budget Period Start Date**

10/01/2024

**Budget Period End Date**

03/31/2026

**Project Description**

The Robert L. Perry Juvenile Justice Center Building Continuums of Care to Support Youth Success Initiative seeks to integrate juvenile justice system stakeholders, including youth and their families, into an assessment and planning process that will not only map intervention services and programs, but will create efficient and inclusive processes for accessing those services and programs, and generating a comprehensive system of support for youth and their families. This initiative seeks to reduce overincarceration and racial disproportionality in the juvenile justice system by strengthening community-based systems of support for youth. The purpose of the initiative is to eliminate system redundancies and misaligned services, enabling strategic reinvestment of cost savings into additional diversion, prevention, and intervention programs to support youth success. Working together, the aim is to create an equitable continuum of care capable of meeting youth needs compassionately and within their own communities. Primary activities for the planning process include (1) Engage in an intensive intervention mapping process to identify strengths and gaps in preventive services and programs available to youth and their families throughout the system. This mapping process will focus on opportunities to enhance and increase community-based offerings. The evidence-based Sequential Intercept Model will provide a framework for identifying points along a youth's path to incarceration where

positive intervention could divert them to better outcomes. (2) Identify redundancies and opportunities to streamline services and programs, improving access and utility while also determining cost savings and opportunities for reinvestment. (3) Develop an implementation plan aligned with national best practices that supports the decarceration of youth and the build-out of enhanced services for youth identified as being at risk of involvement in the justice system, or who are reintegrating, through a coordinated, collaborative strategy that also promotes safe communities. Expected outcomes are a plan with (a) intervention asset map and gap analysis, (b) a continuum of care plan with roll-out timeline, and (c) an implementation and sustainability plan. The service area is Boone County, MO, and intended beneficiaries are youth and their families as well as providers seeking to improve how they serve their constituents.

☒ I have read and understand the information presented in this section of the Federal Award Instrument.

### Financial Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

The recipient budget is currently under review.

☒ I have read and understand the information presented in this section of the Federal Award Instrument.

### Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

#### Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

#### Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

#### Condition 3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications

submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

**Limited Exceptions.** In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](https://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

#### **Condition 4**

##### **Effect of failure to address audit issues**

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

#### **Condition 5**

##### **Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

**Record retention and access:** Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the

recipient is to contact OJP promptly for clarification.

#### **Condition 6**

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) 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 should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

#### **Condition 7**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

#### **Condition 8**

Requirements related to "de minimis" Indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

#### **Condition 9**

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

#### **Condition 10**

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

#### **Condition 11**

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

#### **Condition 12**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

#### **Condition 13**

Determination of suitability to interact with participating minors

**SCOPE.** This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

#### **Condition 14**

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**Condition 15****Employment eligibility verification for hiring under the award****1. The recipient (and any subrecipient at any tier) must--**

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

**2. Monitoring**

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

**3. Allowable costs**

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

**4. Rules of construction****A. Staff involved in the hiring process**

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

**B. Employment eligibility confirmation with E-Verify**

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).



Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [VerifyEmployerAgent@dhs.gov](mailto:VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

#### **Condition 16**

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") 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.

#### **Condition 17**

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

#### **Condition 18**

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

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

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute 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 federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute 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 to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

#### **Condition 19**

##### **OJP Training Guiding Principles**

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

#### **Condition 20**

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

#### **Condition 21**

##### **Requirement to report potentially duplicative funding**

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards 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 provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

#### **Condition 22**

##### **Required training for Grant Award Administrator and Financial Manager**

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

#### **Condition 23**

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

#### **Condition 24**

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

#### **Condition 25**

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

#### **Condition 26**

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB

Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

#### **Condition 27**

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

#### **Condition 28**

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

#### **Condition 29**

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, 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. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

#### **Condition 30**

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

#### **Condition 31**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

#### **Condition 32**

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

#### **Condition 33**

All electronic and information technology materials developed or maintained under this award must be compliant with Section 508 of the Rehabilitation Act of 1973. Please refer to [www.section508.gov](http://www.section508.gov) for more detail.

#### **Condition 34**

The award recipient must attend a cross-site grantee meeting of up to 3 days, sponsored by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), in each year of the project period at a location to be determined by OJJDP.

#### **Condition 35**

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

#### **Condition 36**

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

**Condition 37**

The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov/>

**Condition 38**

OJJDP - Web Site Notice of Federal Funding and Disclaimer

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

**Condition 39**

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

**Condition 40**

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

**Condition 41**

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first

produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

#### **Condition 42**

##### **OJJDP- Printing and Publications**

The recipient shall submit to OJJDP a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this award, for review and comment prior to publishing. Any publication produced with grant funds must contain the following statement: "This project was supported by Grant # ( ) awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. All reports and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publications as any planned, written, visual or sound materials substantively based on the project, formally prepared by the award recipient for dissemination to the public.

#### **Condition 43**

The Project Director and/or any other key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved by OJP, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in program personnel, other than key personnel, require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

#### **Condition 44**

##### **Statement of Federal Involvement:**

Due to the substantial Federal involvement contemplated in completion of this project, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) has elected to enter into a cooperative agreement rather than a grant. This decision is based on OJP and OJJDP's ongoing responsibility to assist and coordinate projects that relate to the funded activities. OJP and OJJDP will provide input and re-direction to the project, as needed, in consultation with the recipient, and will actively monitor the project by methods including, but not limited to, ongoing contact with the recipient. In meeting programmatic responsibilities, OJP, OJJDP, and the recipient will be guided by the following principles: responsibility for the day-to-day operations of this project rests with the recipient in implementation of the recipient's approved proposal, the recipient's approved budget, and the terms and conditions specified in this award. Responsibility for general oversight and redirection of the project, if necessary, rests with OJJDP. In addition to its programmatic reporting requirements, the recipient agrees to provide necessary information as requested by OJP and OJJDP. Information requests may include, but are not limited to, specific submissions related to: performance, including measurement of project outputs/outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications; and/or coordination of related projects.

#### **Condition 45**

Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

1) name of event;

- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the DOJ Financial Guide Conference Cost Chapter.

#### **Condition 46**

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.



**Condition 47**

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Award Condition Modification (ACM) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.

☒ I have read and understand the information presented in this section of the Federal Award Instrument.

**Award Acceptance****Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval**

**Title of Approving Official**  
Acting Assistant Attorney General

**Name of Approving Official**  
Brent J. Cohen

**Signed Date And Time**  
9/24/24 3:19 PM

**Authorized Representative**

☒

**Entity Acceptance**

**Title of Authorized Entity Official**

Deputy Court Administrator

**Name of Authorized Entity Official**

Derek Hux

**Signed Date And Time**

10/8/2024 3:23 PM

**CERTIFIED COPY OF ORDER**

573 -2024

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

26th

day of

November


20 24

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

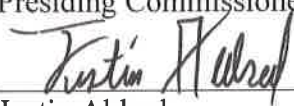
Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Amendment for Department 2702 for the CERT Grant Reimbursement.

Done this 26th 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





Missouri Department of Public Safety  
Office of Homeland Security  
Division of Grants  
P.O. Box 749, Jefferson City, MO 65101  
Telephone: 573-526-6125 Fax: 573-526-9012

## SUBAWARD AGREEMENT

SUBRECIPIENT NAME		DATE	
Boone County Emergency Management Agency		10/20/2022	
ADDRESS		FEDERAL IDENTIFICATION NUMBER	OHS CONTROL NUMBER
2145 County Drive		EMW-2022-SS-00094	42
CITY		UEI NUMBER	
Columbia		GKUHNXLX9MJJ3	
STATE		ZIP CODE	
MO		65202	
TOTAL AMOUNT OF THE FEDERAL AWARD		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION	
\$23,483.38		\$23,483.38	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT		TOTAL APPROVED COST SHARING OR MATCHING	
\$23,483.38		\$0	
PROJECT PERIOD FROM	PROJECT PERIOD TO	FEDERAL AWARD DATE	
09/01/2022	08/31/2024	09/01/2022	
PROJECT TITLE		FUNDED BY	
FY22 - SHSP - ECPR - Boone County EMA		FY 2022 Homeland Security Grant Program	
FEDERAL AWARDOING AGENCY	PASS THROUGH ENTITY	IS THIS AWARD R&D	INDIRECT COST RATE
Department of Homeland Security	MO Department of Public Safety/Office of Homeland Security	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER		METHOD OF PAYMENT (Reimbursement -- Advanced)	
97.067		Reimbursement	
<b>CONTACT INFORMATION</b>			
<b>OHS GRANT SPECIALIST</b>		<b>SUBRECIPIENT PROJECT DIRECTOR</b>	
NAME		NAME	
Debbie Musselman		Chris Kelley	
E-MAIL ADDRESS		ADDRESS (If different from above)	
Debbie.Musselman@dps.mo.gov		2145 E. County Drive	
TELEPHONE		CITY, STATE AND ZIP CODE	
(573) 751-5997		Columbia, MO 65202	
PROGRAM MANAGER		TELEPHONE	E-MAIL ADDRESS
Joni McCarter		573-554-7908	em@boonecountymmo.org
SUMMARY DESCRIPTION OF PROJECT			
The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. SHSP Enhancing Cybersecurity Local Preparedness (ECSLP) assists state and local efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to, acts of terrorism through projects that enhance community preparedness and resilience in Missouri..			
<b>AWARDING AGENCY APPROVAL</b>		<b>SUBRECIPIENT AUTHORIZED OFFICIAL</b>	
TYPED NAME AND TITLE OF DPS OFFICIAL		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL	
Sandra K. Karsten, Director		Daniel Atwill, Presiding Commissioner	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE
<b>THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.</b>			

## CERT Grant Purchases/Proof of Payment

Payment Method	Date	Vendor	Amount	Description
Pay Req	4/25/2024	2024-1833 Bound Tree	\$ 158.84	Triage Tags
Pay Req	4/29/2024	2024-1889 Grainger	\$ 150.44	Safety Glasses, Canopy weights
Pay Req	5/3/2024	2024-2023 Grainger	\$ 1,954.24	Backboards
PO	May	2024-191 Propac	\$ 6,634.46	Whistles, sparkproof tools, 1st aid kits, notebooks, pry bars, ponchos, splints, tarps, canopy, table covers, blankets, megaphone, triage tarps and freight
PO	May	2024-248 Propac	\$ 4,419.24	Tactical backpacks/CERT patches, and freight.
<b>Matt Brown</b>				
Pcard	3/12-4/10	Vistaprint	\$ 133.99	Brochure printing
		Quickseries Publishing	\$ 1,108.65	Field operating guides
		Control Bleeding Kits	\$ 1,445.00	Stop the Bleed kits
<b>Kraig Johnson</b>				
Pcard	3/12-4/10	Disaster Survivals	\$ 1,980.00	Cribbing
<b>Matt Brown</b>				
Pcard	4/11-5/10	Diggit	\$ 895.12	CERT t-shirts
		Safety Depot	\$ 952.42	Safety vests
<b>Matt Brown</b>				
Pcard	5/11-6/10	Anypromo	\$ 353.29	first aid kits
		Anypromo	\$ 301.05	mini flashlights
		Anypromo	\$ 291.00	lanyards
		Amazon	\$ 168.94	glow sticks
		Midland	\$ 344.92	weather radios
		Amazon	\$ 87.82	Collapsible traffic cones
		Amazon	\$ 146.37	Collapsible traffic cones
<b>Della Luster</b>				
Pcard	5/11-6/10	Walmart	\$ 486.62	Nylon Webbing
		Amazon	\$ 448.40	Weather radios
		<b>Claim #2</b>	<b>\$ 22,460.81</b>	
		Prior (2023) Claim #1	<b>\$ 1,017.80</b>	
		<b>Grant Total</b>	<b>\$ 23,478.61</b>	

# **Fund Statement - 911/Emergency Management Sales Tax 270 (Major Fund)**

	2023 Actual	2024 Budget	2024 Estimated	2025 Budget
<b>FINANCIAL SOURCES:</b>				
<b>Revenues</b>				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales & Use Taxes	13,882,246	13,848,242	14,569,000	14,861,000
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	135,326	114,890	143,800	113,900
Charges for Services	101	350	340	300
Fines and Forfeitures	-	-	-	-
Interest	1,523,504	340,000	570,000	661,265
Hospital Lease	-	-	-	-
Other	33,565	27,250	12,165	11,250
<b>Total Revenues</b>	<b>15,574,742</b>	<b>14,330,732</b>	<b>15,295,305</b>	<b>15,647,715</b>
<b>Other Financing Sources</b>				
Transfer In from other funds	1,266,182	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
<b>Total Other Financing Sources</b>	<b>1,266,182</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balance Used for Operations</b>	<b>-</b>	<b>13,814,241</b>	<b>-</b>	<b>18,196,051</b>
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ 16,840,924</b>	<b>28,144,973</b>	<b>15,295,305</b>	<b>33,843,766</b>
<b>FINANCIAL USES:</b>				
<b>Expenditures</b>				
Personal Services	\$ 4,633,906	7,744,541	5,683,984	7,821,565
Materials & Supplies	264,484	814,421	368,213	557,519
Dues Travel & Training	118,777	328,273	235,973	427,579
Utilities	439,027	527,357	423,683	752,483
Vehicle Expense	14,873	35,371	23,850	30,976
Equip & Bldg Maintenance	503,118	1,067,085	766,184	679,215
Contractual Services	1,419,864	2,927,497	1,789,918	2,654,302
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	100,000	-	100,000
Other	528,430	3,096,866	1,096,734	8,084,536
Fixed Asset Additions	1,922,948	10,626,548	2,626,783	9,243,879
<b>Total Expenditures</b>	<b>9,845,427</b>	<b>27,267,959</b>	<b>13,015,322</b>	<b>30,352,054</b>
<b>Other Financing Uses</b>				
Transfer Out to other funds	869,812	877,014	877,014	3,491,712
Early Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Uses</b>	<b>869,812</b>	<b>877,014</b>	<b>877,014</b>	<b>3,491,712</b>
<b>TOTAL FINANCIAL USES</b>	<b>\$ 10,715,239</b>	<b>28,144,973</b>	<b>13,892,336</b>	<b>33,843,766</b>
<b>FUND BALANCE:</b>				
<b>FUND BALANCE (GAAP), beginning of year</b>	<b>\$ 32,043,693</b>	<b>37,274,105</b>	<b>37,274,105</b>	<b>38,003,799</b>
Less encumbrances, beginning of year	(1,568,548)	(673,275)	(673,275)	-
Add encumbrances, end of year	673,275	-	-	-
Fund Balance Increase (Decrease) resulting from operations	6,125,685	(13,814,241)	1,402,969	(18,196,051)
<b>FUND BALANCE (GAAP), end of year</b>	<b>37,274,105</b>	<b>22,786,589</b>	<b>38,003,799</b>	<b>19,807,748</b>
<b>Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year</b>	<b>(6,673,275)</b>	<b>(10,300,000)</b>	<b>(6,000,000)</b>	<b>(6,000,000)</b>
<b>NET FUND BALANCE, end of year</b>	<b>\$ 30,600,830</b>	<b>12,486,589</b>	<b>32,003,799</b>	<b>13,807,748</b>
<b>Net Fund Balance as a percent of expenditures</b>	<b>310.81%</b>	<b>45.79%</b>	<b>245.89%</b>	<b>45.49%</b>

SUBLSCR BOONE      SUBSIDIARY LEDGER INQUIRY MAIN SCREEN      11/12/24 10:41:34  
 , Year, 2024      Estimated Revenue, 113,000.00  
 , Dept, 2702 EMERGENCY MGMT OPERATIONS      Revisions,                       
 Acct, 3411 FEDERAL GRANT REIMBURSE      Original + Revisions, 113,000.00  
 Fund 270 911/EM SALES TAX FUND      Revenues, 81,805.57

Class/Account, A ACCOUNT      Actual To Date, 81,805.57  
 Account, Type, R REVENUE      Remaining Balance, 31,194.43  
 Normal Balance, C CREDIT

Transaction Code	Effective Date	Description	Orig Document	Process Date	Amount
22	1/01/2024	***** ORIGINAL BUDGET *****	2024 2121		113,000.00-
40	1/01/2024	REV JE23A343-2023 REVNUe ACCRL A	2024 59		25,352.03-
30	1/23/2024	EMK-2023-EP-0004-010	2024 337		25,352.03
30	4/25/2024	EMK-2023-EP-0004-010	2024 1534		32,414.38
30	7/31/2024	EMW-2022-SS-00094-42	2024 2727		22,460.81
30	8/15/2024	EMK-2023-EP-0004-010	2024 2959		26,930.38

Bottom

F2=Key Scr    F3=Exit    F6=Prd Breakdowns    F7=Trans    F8=View Doc    F9=Budget



MAINSR BOONE

Receipt Online - View Only

ADAARON, , , 10:07:06

11/12/24

Receipt, Number, 2023 2515

Finalized Y

Receipt, Date, 8/03/2023

Entered by, TRLINDA

Received From, STATE OF MISSOURI

Receipt, Type, D DIRECT DEPOSIT

Remarks, EMW-2022-SS-00094-42

Dept, #/Name, 2702

EMER MGT PERF GRNT

EMERGENCY MGMT OPERATIONS

Receipt, Total, 1,017.80

Dept,	Account,		Amount,	Accrual,
<u>2702</u>	<u>3411</u>	<u>FEDERAL GRANT REIMBURSE</u>	<u>P, 1,017.80</u>	<u>----</u>
	Dept	<u>EMERGENCY MGMT OPERATIONS</u>		

Not final: Normal Void Added Final: Normal Void Added

F2=Key Scr F3=Exit F8=View Image F11=Switch Line Mode F18=Notes

574 -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 26th day of November 20 24

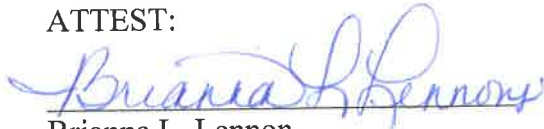
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve attached Law Enforcement Services Cooperative Agreement between Boone County and the University of Missouri.

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


Done this 26th 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

## LAW ENFORCEMENT SERVICES COOPERATIVE AGREEMENT

THIS AGREEMENT dated the 26<sup>th</sup> day of November, 2024, is entered into by and between **Boone County, Missouri** (County), and The Curators of the University of Missouri on behalf of the University of Missouri Police Department; (MUPD):

**WHEREAS**, County wishes to facilitate the provision of police services throughout Boone County without the Boone County Sheriff (Sheriff) having to provide deputy sheriff commissions to peace officers from other jurisdictions; and

**WHEREAS**, it is recognized that MUPD may desire in certain situations to dispatch MUPD law enforcement officers to perform peace officer duties outside the territorial limits of the jurisdiction where such officers are legally employed as is desirable and necessary in order to preserve and protect the health, safety, and welfare of the public; and

**WHEREAS**, the County and MUPD have the authority under RSMo §70.815 to enter into cooperative agreements for the provision of police services within Boone County, Missouri; and

**WHEREAS**, when operating under this Agreement, it is the intention of the parties that the MUPD's employees or agents shall be subject to all provisions of law, and retain the same status as an employee or agent, as if those employees or agents were providing services within MUPD's own jurisdiction; and

**WHEREAS**, the County's Sheriff's Office and MUPD have both attained national accreditation and desire for this law enforcement services agreement to comply with CALEA standards, specifically Section 3.1.1;

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

1. **AUTHORIZATION.** The parties agree that MUPD may provide police mutual aid services in furtherance of the investigation of criminal activity and enforcement of the laws of this state, and to assist in the provision of specialized services to their mutual aid in the protection of health, life, and property involving emergency incidents or special situations which require such assistance, to the extent that MUPD has resources available and ready to do so in the discretion of, and at the direction of, the MUPD Police Chief and the Sheriff. This authorization shall extend the powers of arrest of MUPD's peace officers as contemplated in RSMo §70.815.
2. **PEACE OFFICERS SUBJECT TO AGREEMENT.** Only those peace officers certified and in good standing with the Peace Officers Standards and Training (POST) program of the Missouri Department of Public Safety shall have authority to provide services under this Agreement. This authorization shall extend to all such POST-certified officers of MUPD unless said MUPD is notified by the Sheriff of a withdrawal of this authority as to any

specific officer, in the Sheriff's sole discretion.

3. **COMPENSATION.** Mutual aid assistance provided under this Agreement shall be rendered without charge to County both during the conduct of normal police business and in emergency situations.
4. **MANAGEMENT OF PERSONNEL.** The MUPD Police Chief shall retain administrative control of MUPD personnel performing services outside the territorial limits of the MUPD of Columbia pursuant to this Agreement.
5. **LIABILITY.** Each party shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and police personnel. Neither MUPD or County shall be liable to the other for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively handle any policy problem arising out of any assistance provided hereunder. MUPD's employees or agents shall be subject to all provisions of law and retain the same status as an employee or agent, as if those employees or agents were providing services within MUPD's own jurisdiction.
6. **TERM AND TERMINATION.** The term of this Agreement shall begin immediately upon execution of the same by the County for a period of one-year and shall automatically renew for successive periods of one-year if not terminated as provided for herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 60 days in advance of the intended termination date.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of County and MUPD. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and MUPD and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

11. **RECORDS.** Each party shall maintain typical law enforcement records relating to MUPD's law enforcement activities outside the MUPD's territorial limits for such time periods as recommended by the Missouri Local Records Board.
12. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
13. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
14. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

**\*MU & MUPD**

By:

Casey E. Forbes

Dated: 11/13/2024

ATTEST:

\_\_\_\_\_

**APPROVED – MUPD:**

Brian Weimer  
Brian Weimer, Police Chief

**APPROVED AS TO FORM:**

Nicholas L. Moyer  
MU Counsel

**BOONE COUNTY, MISSOURI**

By:

Kip Kendrick  
Kip Kendrick, Presiding Commissioner

Dated: 11/26/2024

ATTEST:

Brianna L. Lennon  
Brianna L. Lennon, County Clerk

**APPROVED – BCSO:**

Dwayne Carey  
Dwayne Carey, Sheriff

**APPROVED AS TO FORM:**

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