

151-2010

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20<sup>10</sup>

In the County Commission of said county, on the 23<sup>rd</sup> day of March 20 10  
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following consultant agreement:

- a. URS Corporation

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

Done this 23<sup>rd</sup> day of March, 2010.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner



151-2010

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 23 day of March, 2010, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and URS Corporation (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

13. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

14. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

URS CORPORATION

By Mel Millenbruck  
Mel Millenbruck, PE

Title Vice President

Dated: 2/22/2010

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 3-23-2010

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

Wendy S. Worens  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Public Works

CERTIFICATION:

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

Jane E. Tichford 3/17/10  
Auditor by [Signature] Date





**URS Corporation (URS)**  
**SCHEDULE OF FEES AND CHARGES**  
**St. Louis Engineering/Environmental & Consulting Services**

The following describes the basis for compensation for services performed for **Boone County, Missouri** during the calendar year 2010. This Schedule of Fees and Charges may be adjusted annually to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the new fiscal year. The new Schedule of Fees and Charges will apply to existing and new assignments.

**PERSONNEL CHARGES**

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Unit Priced Hourly Rates set forth below for the labor classifications indicated.

<b>Labor Classification</b>	<b>Hourly Rate (\$)</b>
Admin	58
Junior Technician	50
Technician/CAD Operator	65
Sr. Technician/CAD Operator	90
Field Supervisor	130
Construction Manager/Sr. Scheduler	155
Engineer/Scientist	96
Project Engineer/Scientist	140
Project Manager	170
Sr. Project Manager	188
Principal/Program Director	220

Charges for contract personnel under URS supervision and using URS facilities will be made according to the hourly rate corresponding to their classification.

When staff are performing project fieldwork, a minimum daily charge of 4 hours will apply.

A maximum of eight (8) hours travel time per day will be charged for travel within the continental United States.

When URS staff appear as expert witnesses at court trials, arbitration hearings, mediation and depositions, their time will be charged at rates per proposal.

Special project accounting reporting and financial services, including submission of invoice support documentation, will be charged at the admin rate.

**URS LABORATORY SERVICES**

The charges for laboratory testing performed at URS facilities are set forth in the Schedule of URS Laboratory Testing Charges.

**LABORATORY TESTING**

Laboratory testing will be charged at a rate of \$65/hr for technician's time spent to prepare samples, perform the tests, and calculate and document the results.

The scope of laboratory testing and estimated total laboratory costs will be identified in the proposal.

**OTHER PROJECT CHARGES**

**Subcontracts and Equipment Rental**

The cost of services subcontracted by URS to others, and other direct costs incurred by URS will be charged at cost plus 15%.

**Document Reproduction**

Costs of large document reproduction will be per proposal.

**Vehicles and Mileage**

The mileage charge for both company-owned and personal autos will be the current mileage rate established by the Internal Revenue Service.

**Specialized Equipment**

The use of specialized URS equipment will be the fixed rental rates set forth in the Schedule of URS Specialized Equipment Charges.

*This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.*

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

March Session of the January Adjourned

Term. 20<sup>10</sup>

In the County Commission of said county, on the 23<sup>rd</sup> day of March 20 10  
 the following, among other proceedings, were had, viz:

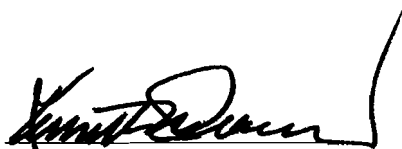
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish a budget for the 2009 COPS Technology Grant:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1259	3411	Sheriff Grants	Fed Grant Reimburse		200,000.00
	91300		Machine and Equipment		129,895.00
	91301		Computer Hardware		7,965.00
	91302		Computer Software		37,527.00
	70050		Software Service Cont.		10,163.00
	48000		Telephones		1,800.00
	37210		Training		7,500.00
	60050		Equip. Serv. Contract		4,800.00
	60250		Equip. Installation		350.00

Done this 23<sup>rd</sup> day of March, 2010.

ATTEST:

Wendy S. Noren KS  
 Wendy S. Noren  
 Clerk of the County Commission



Kenneth M. Pearson  
 Presiding Commissioner

Absent

Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

Return to Auditor's Office  
Please do not remove staple.

## BOONE COUNTY, MISSOURI

3-4-2010

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account				Department Name	Account Name	(Use whole \$ amounts)	
										Decrease	Increase
1	2	5	9	3	4	1	1	Sheriff Grants	Fed Grant Reimburse		200,000
				9	1	3	0		Mach. & Equip.		129895
				9	1	3	0		Computer Hardware		7965
				9	1	3	0		Computer Software		37527
				7	0	0	5		Software service Cont.		10163
				4	8	0	0		Telephones		1800
				3	7	2	1		Training		7500
				6	0	0	5		Equip. Serv. Contract		4800
				6	0	2	5		Equip. Installation		350

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): This Budget Amendment is to establish a budget for the 2009 COPS Technology Grant.

  
Requesting Official

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

- A schedule of previously processed Budget Revisions/Amendments is attached. *agenda*
- A fund-solvency schedule is attached.
- Comments:

  
Auditor's Office

  
RESIDING COMMISSIONER

*Absent*  
DISTRICT I COMMISSIONER

  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

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



U.S. Department of Justice

Office of Community Oriented Policing Services (COPS)

Office of the Director  
1100 Vermont Ave., NW  
Washington, DC 20530

September 21, 2009

Sheriff Dwayne Carey  
Boone County Sheriff's Department  
2121 County Drive  
Columbia, MO 65202

Re: Technology Program Grant #2009CKWX0240  
ORI#: MO01000

Dear Sheriff Carey:

CFDA # 16.710

Congratulations! On behalf of Attorney General Eric Holder, I am pleased to inform you that the COPS Office has approved your agency's request for funding in the amount of \$200,000 under the COPS Technology Program. Enclosed in this packet is your grant award. **The award document must be signed and returned to the COPS Office within 90 days from the date of this letter to officially accept your grant.** On the reverse side of the grant award is a list of conditions that apply to your grant. You should read and familiarize yourself with these conditions. In addition, your Grant Owner's Manual and other important information to assist you with the implementation of your award are available online at <http://www.cops.usdoj.gov/Default.asp?Item=2200>.

The official start date of your grant is March 11, 2009. Therefore, you can be reimbursed for approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process, and grant funds may only be used for approved items. Also, please be aware that any vendor or contractor who participated in drafting your grant application may not receive federal funding for any procurement under this award.

Within a few weeks, you will receive a financial documentation package from the Office of the Chief Financial Officer, Office of Justice Programs. This important package will contain the forms and instructions necessary to begin drawing down funds for your grant.

Once again, congratulations on your Technology Program award. If you have any questions about your grant, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 1.800.421.6770.

Sincerely,

David M. Buchanan  
Acting Director



U. S. Department of Justice  
Community Oriented Policing Services

Grants Administration Division  
Law Enforcement Technology

Treasury Account Symbol (TAS) 15X0406

Grant #: 2009CKWX0240  
ORI #: MO01000

Applicant Organization's Legal Name: Boone County Sheriff's Department

OJP Vendor #: 436000349

DUNS#: 182739177

**Law Enforcement Executive:** Sheriff Dwayne Carey  
Address: 2121 County Drive  
City, State, Zip Code: Columbia, MO 65202  
Telephone: (573) 875-1111  
Fax: (573) 874-8953

**Government Executive:** Presiding Commissioner Ken Pearson  
Address: 801 East Walnut  
Room 245  
City, State, Zip Code: Columbia, MO 65201  
Telephone: (573) 886-4305  
Fax: (573) 886-4311

Award Start Date: 3/11/2009

Award End Date: 3/10/2012

Award Amount: \$ 200,000.00

SEP 2 2009

David Buchanan  
Acting Director

Date

By signing this Award Document, the grantee agrees to abide by all 19 Grant Terms and Conditions on the reverse side of this document and the attached pages:

Signature of Law Enforcement Official with the Authority to Accept this Grant Award

Dwayne Carey, Sheriff

Typed Name and Title of Law Enforcement Official

10-14-09  
Date

Signature of Government Official with the Authority to Accept this Grant Award

Ken Pearson, Presiding Commissioner

Typed Name and Title of Government Official

10/20/09  
Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID:  
95167

U.S. Department of Justice  
*Office of Community Oriented Policing Services*  
Technology Program Grant Terms and Conditions

By signing the Award Document to accept this Technology Program grant, your agency agrees to abide by the following grant conditions:

1. The grantee agrees to comply with the terms and conditions in this 2009 COPS Technology Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); representations made in the COPS Technology Program grant application; and all other applicable program requirements, laws, orders, regulations, or circulars.
2. The grantee acknowledges its agreement to comply with the Assurances and Certifications forms that were submitted as part of its Technology Program application.
3. The funding under this project is for the payment of approved costs for the continued development of technologies and automated systems to assist state, local, and tribal law enforcement agencies in investigating, responding to, and preventing crime. The allowable costs for which your agency's grant has been approved are limited to those listed on the Financial Clearance Memorandum, which is included in your agency's award package.

The Financial Clearance Memorandum specifies the costs that your agency is allowed to fund with your Technology grant. It also describes any costs which have been disallowed after review of your proposed budget. Your agency may not use Technology grant funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.

4. Travel costs for transportation, lodging and subsistence, and related items are allowable under the Technology Program with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. Part 225 (OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments), 2 C.F.R. Part 220 (OMB Circular A-21, Cost Principles for Educational Institutions), 2 C.F.R. Part 230 (OMB Circular A-122, Cost Principles for Non-Profit Organizations), and 48 C.F.R. Part 31.000, et seq. (FAR-31.2, Cost Principles for Commercial Organizations), as applicable.
5. When procuring information-sharing services, hardware, software, or other equipment, the grantee agrees to procure and implement those items in accordance with the applicable standards outlined in the terms and conditions of the Grant Owner's Manual.
6. State, local, and tribal governments must use Technology Program grant funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for grant purposes (hiring, training, purchases, and/or activities) during the grant period. In other words, grantees may not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that would have been dedicated to the COPS-funded item(s) in the absence of the COPS grant.
7. Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do not provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. Any extension requests received after an award has expired will be approved only under very limited circumstances.
8. Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its Technology Program award. Grant modifications under the Technology Program are evaluated on a case-by-case basis. Movement of dollars between approved budget categories (as reflected in the original Financial Clearance Memorandum provided with the Award Document) or other budget modifications are allowed up to ten percent (10%) of the total award amount as last approved by the COPS Office, provided there is no change in project scope. When any cumulative changes exceed ten percent of the total award amount or change the scope of the project, prior approval from the COPS Office is required. The grantee must promptly notify the COPS Office in writing of proposed changes in excess of ten percent of the total award amount, and must obtain written approval from COPS for these changes before incurring the proposed costs. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.
9. The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Technology Program. The grantee agrees to cooperate with the monitors and evaluators.
10. To assist the COPS Office in the monitoring of your award, your agency will be responsible for submitting periodic programmatic progress reports and quarterly financial reports.
11. Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Grant monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and program reporting, and audit resolution. As a COPS Technology grantee, you agree to cooperate with and respond to any requests for information pertaining to your grant.

12. All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

13. Grantees using Technology Program funds to operate an interjurisdictional criminal intelligence system must comply with operating principles of 28 C.F.R. Part 23. The grantee acknowledges that it has completed, signed and submitted with its grant application the relevant Special Condition certifying its compliance with 28 C.F.R. Part 23.

14. Grantees who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$100,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down grant funds for that item.

15. The grantee agrees to submit one copy of all reports and proposed publications resulting from this grant 20 days prior to public release. Any publications (including written, software, visual, or sound, but excluding press releases, newsletters, and issue analyses), whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Grant # \_\_\_\_\_, awarded by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific companies, products, or services should not be considered an endorsement by the author(s) or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues."

16. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

U.S. Department of Justice  
Office of Community Oriented Policing Services  
Technology Program Grant Terms and Conditions

17. To facilitate communication among local and state governmental agencies regarding various information technology projects, the grantee agrees to notify the appropriate State Information Technology Point of Contact of this grant award. For a list of State Information Technology Points of Contact, visit <http://www.itdip.gov/default.aspx?area=policyAndPractice&page=1046>.

18. The grantee agrees to comply with 28 C.F.R. Part 61 (Procedures for Implementing the National Environmental Policy Act).

19. False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.





**U. S. Department of Justice**  
*Community Oriented Policing Services*

**Grants Administration Division**  
**Law Enforcement Technology**

1100 Vermont Avenue, NW  
Washington, DC 20530

**Memorandum**

**To:** Sheriff Dwayne Carey

Boone County Sheriff's Department

**From:** Andrew A. Dorr, Assistant Director for Grants Administration  
Josina Talbert, Grant Program Specialist  
Budget Prepared By: Josina Talbert, Grant Program Specialist

**Re:** Law Enforcement Technology Financial Clearance Memo

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

**OJP Vendor #:** 436000349

**ORI #:** MO01000 **DUNS #:** 182739177

**Grant #:** 2009CKWX0240

<u>Budget Category</u>	<u>Proposed Budget</u>	<u>Approved Budget</u>	<u>Adjustments</u>	<u>Disallowed/Adjusted - Reasons/Comments</u>
Equipment	\$193,518.00	\$193,518.00	\$0.00	
Supplies	\$608.00	\$608.00	\$0.00	
Other	\$5,874.00	\$5,874.00	\$0.00	
Direct Costs:	\$200,000.00	\$200,000.00	\$0.00	
<b>Grand Total</b>	<b>\$200,000.00</b>	<b>\$200,000.00</b>	<b>\$0.00</b>	
<b>Grand Total:</b>	<b>Federal Share:</b>	<b>\$ 200,000.00</b>		
	<b>Applicant Share:</b>	<b>\$ 0.00</b>		

**Cleared Date:** 8/18/2009

**Overall Comments:**

All costs listed in this budget were programmatically approved based on the final Budget Detail Worksheets submitted by your agency to the COPS Office. Maintenance agreements (if applicable) must be purchased and paid in full within the three-year grant period. Prior to the obligation, expenditure or drawdown of grant funds for non-competitive contracts in excess of \$100,000, grantee must submit a sole source justification to the COPS Office for review and approval. Prior to the obligation, expenditure, or drawdown of grant funds for consultant fees in excess of \$550 per day when the consultant is hired through a noncompetitive bidding process, approval must be obtained from the COPS Office. If the vendor number on this form differs from the EIN number included in your application, then for administrative purposes only, we are assigning a different vendor number to your agency. The reason for this administrative change is that your original EIN number has been assigned to another agency. If this applies to your agency, please use the new vendor number on all financial documents related to this grant award. The vendor number should not be used for IRS purposes and only applies to this grant.

**Applicant Legal Name:**

Boone County Sheriff's Office

**ORI #:**

MO01000

**C. EQUIPMENT/TECHNOLOGY**

No Equipment/Technology Requested

**Instructions:** List non-expendable items that are to be purchased. Non-expendable equipment is tangible property (e.g., technology) having a useful life of more than two years. Expendable items should be included either in the "SUPPLIES" or "OTHER" categories. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially for high-price items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "CONTRACTS/ CONSULTANTS" category. If additional budget information is required to be entered for this category please complete the information in an electronic format and attach the document using the "Other Attachments" form found in the Grants.gov forms package.

Pursuant to the Continuing Appropriations Resolution, 2008, (P.L.110-161), be advised that, to the greatest extent practical, all equipment and products purchased with these funds must be American-made.

**For agencies purchasing items related to enhanced communications systems, the COPS Office expects and encourages that, wherever feasible, such voice or data communications equipment should be incorporated into an intra- or interjurisdictional strategy for communications interoperability among federal, state, and local law enforcement agencies.**

See the COPS Application Guide for a list of allowable/unallowable costs for the particular program for which you are applying.

Unit/Item Description	Computation		Per Item Subtotal
	(# of Items/Units	X Unit Cost)	
License plate recognition-4 camera system	2	31,350.00	62,700.00
License plate recognition-3 camera system	2	27,170.00	54,340.00
Iris scanning biometric offender identification system	2	36,279.00	72,558.00
Ruggedized laptop computer	1	3,920.00	3,920.00

**EQUIPMENT TOTAL:** 193,518.00

Transfer to Budget  
Summary Line 3

*Please include a detailed description for all items listed in the Budget Narrative*

**Applicant Legal Name:**

Boone County Sheriff's Office

**ORI #:**

MO01000

**D. OTHER COSTS**

No Other Costs Requested

**Instructions:** List other requested items that will support the project goals and objectives as outlined in your application. Other costs may include items such as overtime and background investigations for law enforcement officer positions and/or civilian positions if allowable under the program for which you are applying. If additional budget information is required for this category please complete the information in an electronic format and attach the document using the "Other Attachments" form found in the Grants.gov forms package.

Pursuant to the Continuing Appropriations Resolution, 2008, (P.L.110-161), be advised that, to the greatest extent practical, all equipment and products purchased with these funds must be American-made.

See the COPS Application Guide for a list of allowable/unallowable costs for the particular program for which you are applying.

Unit/Item Description	Computation		Per Item Subtotal)
	(# of Items/Units	X Unit Cost)	
36 months of broad band data card service	36	50.00	1,800.00
Mobile client software license for laptop computer	1	2,764.00	2,764.00
Server software	1	960.00	960.00
Installation of ruggedized computer equipment	1	350.00	350.00

**OTHER COST TOTAL:** 5,874.00

Transfer to Budget  
Summary Line 4

*Please include a detailed description for all items listed in the Budget Narrative*

**Applicant Legal Name:**

Boone County Sheriff's Office

**ORI #:**

MO01000

**E. SUPPLIES**

No Supplies Requested

**Instructions:** List items by type (office supplies; postage; training materials; copying paper; books; hand-held tape recorders; etc). Generally, supplies include any materials that are expendable or consumed during the course of the project. If additional budget information is required to be entered for this category please complete the information in an electronic format and attach the document using the "Other Attachments" form found in the Grants.gov forms package.

See the COPS Application Guide for a list of allowable/unallowable costs for the particular program for which you are applying.

Unit/Item Description	Computation		Per Item Subtotal
	(# of Items/Units	X Unit Cost)	
Mounting equipment for ruggedized computer	1	608.00	608.00

**SUPPLIES TOTAL:** 608.00

Transfer to Budget  
Summary Line 5

*Please include a detailed description for all items listed in the Budget Narrative*

**EXECUTIVE SUMMARY**  
**BOONE COUNTY SHERIFF'S OFFICE FY2009 COPS TECH GRANT**

AGENCY NAME: BOONE COUNTY SHERIFF'S OFFICE  
STATE: MISSOURI  
POINT OF CONTACT: SHERIFF DWAYNE CAREY, (573) 875-1111  
AWARD AMOUNT: \$200,000.00

This grant will be used to purchase a regional iris database system with two enrollment and recognition stations, license plate recognition hardware and software for four patrol cars, and a mobile data terminal for one patrol car.

The regional iris database will initially connect the Boone County Sheriff's Office with the Columbia Police Department and provide for rapid and positive biometric identification of offenders. This system will include mobile recognition cameras for field use. Additionally we will link to nine other counties in the state (Jasper, Christian, Lawrence, Cole, Camden, Callaway, Audrain, Morgan, and Miller). Iris recognition has already been adopted on a wide scale by the federal government as a viable, multi modal biometric addition to fingerprints. This technology is extremely fast and accurate, providing positive identity within five seconds of recognizing the suspects iris.

We will install four license plate recognition systems (two three camera systems and two four camera systems) in four patrol cars. This technology will give our officers the ability to automatically scan license plates and run them against a database of millions of records containing information on stolen vehicles, AMBER Alerts, warrants, and driving records. These systems will automatically scan and recognize license plates from all 50 states and alert the officer of potential discrepancies within seconds.

We will equip one patrol car from the Airport police unit with a mobile data terminal. This will allow those officers to access our criminal database and easily check for warrants or other relevant criminal information from the vehicle. They will be able to use the terminal to enter report information and make inquiries of regional and state information databases.

Due to shrinking sales tax revenue and the increasing costs of operations we are simply unable to fund a project like this out of our general revenue. Without this grant this project would not be possible.

IRIS \$ 72,558.00

91302	Server Software	\$ 120.00
91301	Server Hardware	\$ 3,982.00
37210	on site training	\$ 7,500.00
91302	Bundle - Software package	\$ 30,888.80
70050	Yr 2+3 Maint for bundle (software)	\$ 9,266.64
60050	Yr 2+3 ext. warranty for cameras	\$ 4,800.00
91300	Cameras	\$ 16,000
		<u>\$ 72,557.44</u>

9	91301	\$ 3,982.00
9	91300	\$ 16,000.00
	91302	\$ 31,008.80
3	37210	\$ 7,500.00
7	70050	\$ 9,266.64
6	60050	\$ 4,800.00
		<u>\$ 72,557.44</u>

MDT. \$ 9,442.00

91301	Laptop w/ 3yr Prot. Plus warr	\$ 3,983.00
91302	Mobile Client Software	\$ 1,658.00
60250	Installation (vehicle) labor	\$ 350.00
91300	Vehicle mounting equipment	\$ 755.00
48000	3 yrs of Cell Service	\$ 1,800.00
70050	2nd + 3rd yr Software Maint	\$ 896.00
		<u>\$ 9,442.00</u>

9	91300	\$ 755.00
	91301	\$ 3,983.00
	91302	\$ 1,658.00
6	60250	\$ 350.00
7	70050	\$ 896.00
4	48000	\$ <u>1,800.00</u>
		\$ 9,442.00

LPR \$ 118,000.00

91302	Server Software	\$ 960.00
60050	Yr 2 & Yr 3 (Hardware & Software)	\$ ??
91300	Camera Systems	\$ 113,140.56
91302	OP Center license/Software	<u>\$ 3,900.00</u>

91302	\$ 4,860.00
60050	\$ ??
91300	<u>\$ 113,140.56</u>
	\$ 118,000.56



BUDGET NARRATIVE ATTACHMENT

BOONE COUNTY SHERIFF'S OFFICE FY2009 COPS TECH GRANT

A. SWORN OFFICER POSITIONS

TOTAL: \$0

B. CIVILIAN/OTHER PERSONNEL

TOTAL: \$0

C. EQUIPMENT/TECHNOLOGY

*License plate recognition-4 camera system*

We will install two 4 camera license plate recognition systems in two patrol cars. This system will allow our officers to scan thousands of license plates automatically and run those plates against millions of relevant records. Based upon our research we have estimated the cost of the four camera system will be \$31,350.00.

**Total cost for license plate recognition-4 camera systems: \$62,700.00**

*License plate recognition-3 camera system*

We will install two 3 camera license plate recognition systems in two patrol cars. This system will allow our officers to scan thousands of license plates automatically and run those plates against millions of relevant records. Based upon our research we have estimated the cost of the three camera system will be \$21,270.00.

**Total cost for license plate recognition-3 camera system: \$54,340.00**

*Iris scanning biometric offender identification system*

We will install an iris scanning biometric offender identification system at the Boone County Jail Facility and the Columbia Police Department Booking Facility. This system will complement our existing fingerprint system for positively identifying offenders. Based upon our research we have estimated the cost of the system to be \$36,279.00 per facility.

**Total cost for iris scanning biometric offender identification system: \$72,558.00**

*Ruggedized laptop computer*

We will install one ruggedized mobile data terminals (laptop computer) in one patrol car. This laptop will enable officers to query the state of Missouri MoDEX justice information sharing system as well as create reports and utilize enhanced computer aided dispatching. This will result in officers spending more time on the street, reduce response times to calls, and increase

both officer and community safety. Based upon our research we have estimated the cost of the ruggedized laptop to be approximately \$3,920.00.

**Total cost for ruggedized laptop computer: \$3,920.00**

**EQUIPMENT TOTAL: \$193,518.00**

#### **D. OTHER COSTS**

##### ***36 months of broad band data card service***

This line item accounts for the purchase of 36 months of broadband data service for the laptop computer being installed for the Airport Police Unit. We estimate the cost of this service to be \$50.00 per month.

**Total cost for 36 months of broad band data card service: \$1,800.00**

##### ***Mobile client software license for laptop computer***

This line item accounts for the purchase of one mobile client software license for the laptop computer being installed for the Airport Police Unit. We estimate the cost of this license to be \$2,764.00.

**Total for Mobile client software license for laptop computer: \$2,764.00**

##### ***Server software***

This line item accounts for the purchase of necessary server software to run the license plate recognition application. We estimate the cost of this software to be \$960.00.

**Total cost for server software: \$960.00**

##### ***Installation of ruggedized computer equipment***

This line item accounts for the cost of installing the ruggedized computer equipment into one patrol car. We estimate the cost for installation to be \$350.00.

**Total cost for installation: \$350.00**

**OTHER COSTS TOTAL: \$5,874.00**

#### **E. SUPPLIES**

##### ***Mounting equipment for ruggedized computer***

This line item accounts for all the mounting brackets and hardware that will be necessary for securely mounting the ruggedized laptop in the patrol car. We estimate the cost of this equipment will be \$608.00

**Total cost for mounting equipment: \$608.00**

**SUPPLIES COST TOTAL: \$608.00**

**F: TRAVEL TRAINING**

**TOTAL: \$0**

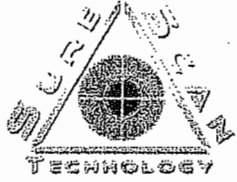
**G. CONTRACTS/CONSULTANTS**

**TOTAL: \$0**

**H. INDIRECT COSTS**

**TOTAL: \$0**

**BUDGET NARRATIVE TOTAL: \$200,000.00**



**501 Lakeview Heights, Suite 101**  
**Jefferson City, MO 65109**  
**Office 573-893-6888**  
**Fax 314-754-9794**  
**www.surescantechology.com**

# Proposal

Date	Proposal #
1/11/2010	51127

<b>Name / Address</b>
Boone County Purchasing Department Melinda Bobbitt, CPPB, Director 601 E. Walnut St., Rm 208 Columbia, MO 65201-4460

For SST to accept this Proposal as a Purchase Order, please sign and date below. Please fax back to SureScan with a copy of your Purchase Order.

Pricing in this Proposal is subject to change without notification after 60 days. Please contact your sales rep for assessments.

Customer P.O. #	SST Rep	Prepared By
RFQ #67-15DEC09	Mike	Lindsay

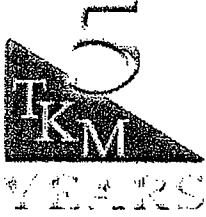
Item	Description	Qty	Cost	Total
OID-WS	L-1 SecuriMetrics Offender-ID Workstation Software	2	7,500.00	15,000.00
PIER-T	L-1 SecuriMetrics PIER-T for Offender-ID	3	2,500.00	7,500.00
PIER 2.4	L-1 SecuriMetrics PIER 2.4 for Offender-ID	2	4,250.00	8,500.00
ILIC-0001	L-1 SecuriMetrics Iris Subject Record License	19,861	0.80	15,888.80
	Subtotal			46,888.80
SureScan Prof Ser...	On-site professional services for installation, training, and enrollment per day performed by SureScan Technology 3 Days Boone County Training and 2 Days for each additional County/Facility	5	1,500.00	7,500.00
	Subtotal			7,500.00
MAINT/WARRA...	Includes all L-1 hardware manufacturer's warranty and software maintenance and phone support (M-F, 9-6 CST) per year (1st year included)	2	7,033.32	14,066.64
<b>Total</b>				<b>\$68,455.44</b>

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_



**Turn-Key Mobile, Inc.**

501 Lakeview Heights  
 Suite 101  
 Jefferson City, MO 65109  
 573-893-9888 Office 314-754-9794 Fax

**Proposal**

Date	Proposal #
12/1/2009	12806

Name / Address
Columbia Police Department Skip Jenkins 600 East Walnut Columbia, MO 65201 RAJ@GoColumbiaMO.com

Sales Rep	Prepared By	PO #	Accepted By
Mike	Lindsay		

Item	Description	Qty	Rate	Total
CF-30KAPAX2M	Panasonic CF-30, *Vista COA* Intel Core 2 Duo SL9300 1.6GHz(Centrino VPro), 13.3" Touch XGA, 2GB, 160GB, Intel WiFi a/b/g/n, WinXP SP2, TPM1.2, Bluetooth, Emissive Backlit Keyboard, Wireless Ready, No Optical, Toughbook Preferred	1	3,983.00	3,983.00
CF-SVCLTNF3Y	Panasonic Toughbook Protection Plus, 3 Year "No Fault" Warranty  *Protection Plus warranty must be purchased to receive above pricing. If TPP is not purchased, price per unit will be \$4125.00	1	0.00	0.00

<b>All prices provided in this proposal are good for 30 days.          Prices subject to change without notification          after 30 day expiration.</b>	<b>Total</b>	\$3,983.00

Signature \_\_\_\_\_



February 24, 2010 4:11 PM

Page 1 of 2

Quote Number: 1176127.1

Prepared By

Frost, Majesty M.

World Wide Technology, Inc.

55 West Pkwy

St. Louis, MO 63043

Phone:

314-569-7023

Fax:

majesty.frost@wvt.com

e-mail:

FROST, MAJESTY M.

P.O.C.:

Account Manager:

Acc'l Mgr. Phone:

Acc'l Mgr. e-mail:

### Open Market

Submitted Date:

Irish, Ryn

Agency/Company: Boone County, MO - Information Technology

Phone:

573-865-4445

Fax:

rifs@boonecountymo.org

e-mail:

senior

Bid #:

1176127.1

WWT Quote#:

Item #	Description	Manufacturer	Port Number	Qty	Customer Unit Price	Excluded Price	TAA Compliant (Y=Yes, N=No)	Unit List Price	ATS (Days)
1	HP ProLiant DL160 G5 - Server rack-mountable - 1U - 2-bay - no CPU - RAM 0 MB - SAS - hot-swap 3.5" - no HD - 6GB ECC DDR2 - 1600 MHz - 1600 MHz - 1600 MHz - Processor E5304 (2.00GHz, 4M Cache, 8M Wch, 800MHz)	HEWLETT PACKARD	491532-921	1	\$3,328.00	\$3,328.00	NC	\$552.00	
2	SAS - hot-swap 3.5" - no HD - 6GB ECC DDR2 - 1600 MHz - 1600 MHz - 1600 MHz - Processor E5304 (2.00GHz, 4M Cache, 8M Wch, 800MHz)	HEWLETT PACKARD	490467-431	1	INCLUDED	INCLUDED	NC	INCLUDED	
3	HP - Memory - 4 GB (2 x 2 GB) - DIMM 240-pin - DDR3 - 1333 MHz / PCS-10600 - registered HP 4GB PCS-10600R 2x2GB 2Rank Memory	HEWLETT PACKARD	500656-4GB	1	INCLUDED	INCLUDED	NC	INCLUDED	
4	Microsoft Windows 2008 Server, Standard Edition 5 CALs (DVD Required) (Not Installed)	HEWLETT PACKARD	468721-821	1	INCLUDED	INCLUDED	NC	INCLUDED	
5	HP P410ZM Smart Array Controller	HEWLETT PACKARD	462860-821	1	INCLUDED	INCLUDED	NC	INCLUDED	
6	HP - Hard drive hot-plug caddy HP 8-bay Hot Plug Small Form Factor Backplane	HEWLETT PACKARD	515938-821	1	INCLUDED	INCLUDED	NC	INCLUDED	
7	HP Dual Port Enterprise - Hard drive - 300 GB - hot-swap - 2.5" - SAS-2 - 10000 rpm HP 300GB 5G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	HEWLETT PACKARD	507127-821	1	INCLUDED	INCLUDED	NC	INCLUDED	
8	HP Dual Port Enterprise - Hard drive - 300 GB - hot-swap - 2.5" - SAS-2 - 10000 rpm HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	HEWLETT PACKARD	507127-821	1	INCLUDED	INCLUDED	NC	INCLUDED	
9	HP Dual Port Enterprise - Hard drive - 300 GB - hot-swap - 2.5" - SAS-2 - 10000 rpm HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	HEWLETT PACKARD	507127-821	1	INCLUDED	INCLUDED	NC	INCLUDED	
10	HP 750W Hot Plug Power Supply	HEWLETT PACKARD	535883-821	1	INCLUDED	INCLUDED	NC	INCLUDED	
11	Electronics HP Care Pack 4-Hour 24x7 Same Day Hardware Support - Extended Service agreement - parts and labor - 4 years - on-site - 24x7 - 4 h	HEWLETT PACKARD	U9513E	1	\$654.00	\$654.00	NC	\$750.00	

Subtotal: \$3,982.00  
 Shipping Charges: \$0.00  
 Grand Total: \$3,982.00

\* ATS - Available to Ship



Open Market

February 24, 2010 4:17 PM

Page 2 of 2

Quote Number: 11781274

TAA information is based on information currently in the possession of WWT, which is updated every 30 days.

-To learn more about WWT's Cisco Authorized Training Courses, Rates, Prerequisites, go online to <http://www.wwt.com/cisco/training.html> or call WWT today at (800) 432-7008  
NEW CUSTOMER SERVICE DEPARTMENT AT WWT TO BETTER SERVE YOU!!!  
Please call 800-432-7008 for Order Status, Invoices, RMA or general questions.

-Small Minority Owned Business

-Contractor/ESI/DBE: 61555648D

-NAICS Code: 541511

-CAGE Code: 0MNV1

-DUNS #: 61-494-8396

-Asset Management requirements will have an additional service fee per item.

-Delivery Time: Refer to Quote

-FOB Point: Destination unless otherwise noted

-Price quotes are valid for 30 days and are subject to change thereafter.

-All items are subject to a 15% late charge on all returned products.

-Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

-Any items that have been opened prior to return could be refused by the vendor/supplier.

-Proof of Delivery will not be provided after six months of receipt of order.

-All electronic and information technology (EIT) procured through this Statement of Work(Bill) of Materials and any resulting contract, task order, delivery order, or purchase order must be accessible to the agency at all times.

-All Cisco based equipment must be returned within 30 days of shipment or customer will be invoiced for full amount of any trade-in allowance.

3/5/2010

FY 2010  
Budget Amendments/Revisions  
Sheriff's Grants (1259)

BR #	Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
	1	3/5/2010	1259	3411	Sheriff's Grants	Fed Grant Reimbursement	200,000			
			1259	91300	Sheriff's Grants	Machinery & Equipment	129,895			
			1259	91301	Sheriff's Grants	Computer Hardware	7,965			
			1259	91302	Sheriff's Grants	Computer Software	37,527			
			1259	70050	Sheriff's Grants	Software Service Contracts	10,163			
			1259	48000	Sheriff's Grants	Telephones	1,800			
			1259	37210	Sheriff's Grants	Training	7,500			
			1259	60050	Sheriff's Grants	Equipment Service Contract	4,800			
			1259	60250	Sheriff's Grants	Equipment Installation	350			

to establish budget for 2009 COPS Technology Grant



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 23<sup>rd</sup> day of March 20 10

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

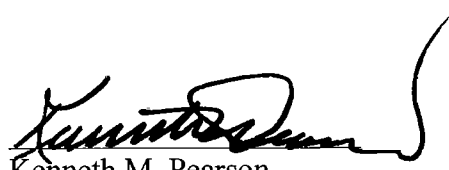
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to transfer to cover corrections class 2 and 8 budget shortages:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1255	10100	Corrections	Salaries & Wages	7,466.00	
1255	23050	Corrections	Other Supplies		673.00
1255	23400	Corrections	Food		673.00
1255	85610	Corrections	Hospital Costs		6,120.00

Done this 23<sup>rd</sup> day of March, 2010.

ATTEST:

Wendy S. Noren KS  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

Absent  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

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

Return to Auditor's Office  
 Please do not remove staple.

12-31-09

EFFECTIVE DATE

FOR AUDITORS USE

Department					Account					Department Name		Account Name		(Use whole \$ amounts)	
														Transfer From	Transfer To
														Decrease	Increase
1	2	5	5		1	0	1	0	0	Corrections	Salaries & wages	7466.00			
1	2	5	5		2	3	0	5	0	Corrections	Other supplies		673.00		
1	2	5	5		2	3	4	0	0	Corrections	Food		673.00		
1	2	5	5		8	5	6	1	0	Corrections	Hospital costs		6120.00		

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): Transfer to cover corrections class 2 and 8 budget shortages.

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year?  YES  NO  
 If not, please explain (use an attachment if necessary):



Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

*agenda*

*KP*  
 Auditor's Office

*[Signature]*  
 PRESIDING COMMISSIONER

*Absent*  
 DISTRICT I COMMISSIONER

*[Signature]*  
 DISTRICT II COMMISSIONER

03/10/10 15:20:49

LEDGER DEPT DEPARTMENT  
YEAR NAME

PAGE 1

ACCOUNT CLASS	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
3400	FEDERAL INCENTIVE	10,000.00	10,000.00	12,600.00	2,600.00-
3467	STATE REIMB-EXTRAD	25,000.00	38,300.00	31,802.19	6,497.81
3468	STATE REIMB-TRANSP	40,000.00	40,000.00	31,598.27	8,401.73
3472	PRIS HOUS-COUNTY60	5,000.00	5,000.00	490.00	4,510.00
3476	STATE REIMB-PRISON	660,000.00	660,000.00	580,917.50	79,082.50
3494	PRISONER HOUSING-U	1,000.00	1,000.00	441.00	559.00
3495	PRISONER HOUSING-C	7,000.00	7,000.00	6,419.00	581.00
3496	PRISONER HOUSING-F	1,000.00	1,000.00	17,469.41	16,469.41-
	TOTAL	749,000.00	762,300.00	681,737.37	80,562.63
3500	COPIES	100.00	100.00	45.21	54.79
3510	INMATE MED FEES (R	13,000.00	13,000.00	15,984.10	2,984.10-
3528	REIMB PERSONNEL/PR	70,000.00	70,000.00	34,804.08	35,195.92
3529	OVERNIGHT HOLDS	1,000.00	1,000.00	1,519.00	519.00-
3540	DEFENDANT CRT COST	25,000.00	25,000.00	22,985.09	2,014.91
3550	COMMISSIONS	10,500.00	10,500.00	11,361.43	861.43-
3553	COMMISSIONS-PHONES	50,000.00	50,000.00	61,257.23	11,257.23-
3555	MEAL REIMBURSEMENT	1,000.00	1,000.00	67.50	932.50
3594	CREDIT CARD TRANSA	.00	.00	.00	.00
3596	ABATEMENT COST REI	.00	.00	.00	.00
	TOTAL	170,600.00	170,600.00	148,023.64	22,576.36
3800	SALES	70,000.00	70,000.00	71,787.51	1,787.51-
3831	SALE OF EVID/UNCLA	10.00	10.00	21.98	11.98-
3835	SALE OF COUNTY FIX	3,500.00	3,500.00	.00	3,500.00
3882	RESTITUTION REIMB	1,000.00	1,000.00	.00	1,000.00
	TOTAL	74,510.00	74,510.00	71,809.49	2,700.51
10000	SALARIES & WAGES	1,932,858.00	1,939,358.00	1,762,593.20	166,764.80
10110	OVERTIME	220,000.00	220,000.00	208,156.34	11,843.66
10115	SHIFT DIFFERENTIAL	29,852.00	29,852.00	23,730.61	6,121.39
10120	HOLIDAY WORKED	49,854.00	49,854.00	44,498.39	5,355.61
10200	FICA	170,791.00	170,791.00	149,547.57	21,243.43
10300	HEALTH INSURANCE	287,375.00	277,375.00	277,875.00	9,500.00
10325	DISABILITY INSURAN	7,946.00	7,946.00	6,188.54	1,757.46
10350	LIFE INSURANCE	3,206.00	3,206.00	2,970.00	236.00
10375	DENTAL INSURANCE	21,538.00	21,538.00	20,825.00	713.00
10400	WORKERS COMP	79,546.00	79,546.00	77,970.00	1,576.00
10500	401(A) MATCH PLAN	35,392.00	35,392.00	21,701.00	13,691.00
10510	CERF-EMPLOYER PD C	2,600.00	2,600.00	2,161.86	438.14
10600	UNEMPLOYMENT BENEF	9,991.00	9,991.00	9,990.94	.06
	TOTAL	2,840,958.00	2,847,449.00	2,608,208.45	239,240.55
20000	SUBSCRIPTIONS/PUBL	850.00	850.00	204.45	645.55
23000	OFFICE SUPPLIES	5,000.00	5,000.00	4,780.60	219.40

03/10/10 15:20:49

LEDGER DEPT DEPARTMENT  
YEAR NAME

ACCOUNT CLASS	ACCOUNT NAME	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2000	23001	PRINTING	2,000.00	2,000.00	1,362.18	637.82
	23020	MICROFILM/FILM	200.00	200.00	.00	200.00
	23025	RESIDENT SUPPLIES	25,000.00	25,000.00	24,447.02	552.98
	23026	INMATE/INDIGENT SU	5,000.00	5,000.00	5,936.02	936.02-
	23027	INMATE WORK/INCENT	7,500.00	7,500.00	9,746.69	2,246.69-
	23030	KITCHEN SUPPLIES	18,000.00	18,000.00	14,764.88	3,235.12
	23035	MAINTENANCE SUPPLI	13,000.00	13,000.00	10,947.00	2,053.00
	23050	OTHER SUPPLIES	70,000.00	70,000.00	71,787.51	1,787.51-
	23200	AMMUNITION	3,665.00	3,665.00	3,665.00	.00
	23201	AMMUNITION (LESS-L	6,620.00	6,620.00	6,629.34	9.34-
	23300	UNIFORMS	20,000.00	20,000.00	19,732.78	267.22
	23305	UNIFORM MAINTENANC	2,000.00	2,000.00	2,351.52	351.52-
	23400	FOOD	200,000.00	214,500.00	216,258.21	1,758.21-
	23501	PRESCRIPTION DRUGS	80,000.00	105,500.00	106,631.19	1,131.19-
	23502	NON-PRES. MED. SUP	10,000.00	10,000.00	9,860.59	139.41
	23800	MEDICAL EQUIPMENT	2,000.00	2,000.00	2,622.66	622.66-
	23850	MINOR EQUIP & TOOL	12,000.00	12,000.00	10,903.21	1,096.79
		TOTAL	482,835.00	522,835.00	522,630.85	204.15
3000	37000	DUES	200.00	200.00	181.00	19.00
	37200	SEMINARS/CONFEREN/	2,050.00	2,050.00	317.00	1,733.00
	37210	TRAINING/SCHOOLS	2,800.00	2,800.00	4,304.32	1,504.32-
	37220	TRAVEL (AIRFARE, M	1,000.00	1,000.00	727.58	272.42
	37230	MEALS & LODGING-TR	1,500.00	1,500.00	1,134.09	365.91
		TOTAL	7,550.00	7,550.00	6,663.99	886.01
4000	48000	TELEPHONS	5,800.00	5,800.00	6,399.55	599.55-
	48050	CELLULAR TELEPHONE	3,800.00	3,800.00	4,311.21	511.21-
	48100	NATURAL GAS	51,000.00	36,500.00	36,496.39	3.61
	48200	ELECTRICITY	83,000.00	83,000.00	86,332.27	3,332.27-
	48300	WATER	19,275.00	19,275.00	14,174.45	5,100.55
	48400	SOLID WASTE	2,798.00	2,798.00	1,860.82	937.18
		TOTAL	165,673.00	151,173.00	149,574.69	1,598.31
5000	59000	MOTORFUEL/GASOLINE	37,500.00	27,500.00	25,845.48	1,654.52
	59025	MOTOR VEHICLE TWT	22.00	22.00	11.00	11.00
	59030	MOTOR VEHICLE LICE	75.00	75.00	76.28	1.28-
	59100	VEHICLE REPAIRS	4,000.00	4,000.00	7,912.01	3,912.01-
	59105	TIRES	2,500.00	2,500.00	651.28	1,848.72
	59200	LOCAL MILEAGE	500.00	500.00	.00	500.00
		TOTAL	44,597.00	34,496.05	34,496.05	100.95
6000	60050	EQUIP SERVICE CONT	5,915.00	2,915.00	2,158.41	756.59
	60200	EQUIP REPAIRS/MAIN	5,068.00	2,068.00	1,605.57	462.43
	60250	EQUIPMENT INSTALIA	1,500.00	500.00	454.50	45.50

03/10/10 15:20:49

LEDGER DEPT DEPARTMENT  
YEAR NAME

LEDGER YEAR	DEPT NAME	ACCOUNT CLASS	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	PAGE 3 REMAINING BALANCE
2009	1255 CORRECTIONS	70000	TOTAL	12,483.00	5,483.00	4,218.48	1,264.52
	1255 CORRECTIONS		INSURANCE AND BOND	100.00	100.00	125.00	25.00-
	1255 CORRECTIONS		OUTSIDE SERVICES	120,000.00	120,000.00	119,999.99	.01
	1255 CORRECTIONS		BUILDING USE/RENT	242,906.00	242,906.00	242,906.00	.00
	1255 CORRECTIONS		EQUIP LEASES & NET	575.00	575.00	401.44	173.56
			TOTAL	363,581.00	363,432.43		148.57
2009	1255 CORRECTIONS	80000	TOTAL	25,000.00	38,300.00	38,285.62	14.38
	1255 CORRECTIONS		EXTRADITION EXPENS	1,000.00	1,000.00	1,870.42	870.42-
	1255 CORRECTIONS		PRISONER TRANSPORT	60,000.00	60,000.00	71,298.78	11,298.78-
	1255 CORRECTIONS		HOSPITAL COSTS	188,735.00	198,735.00	194,581.90	4,153.10-
	1255 CORRECTIONS		OTHER MEDICAL	10,000.00	10,000.00	8,114.68	1,885.32
	1255 CORRECTIONS		TESTING				
			TOTAL	284,735.00	308,035.00	314,151.40	6,116.40-
2009	1255 CORRECTIONS	90000	TOTAL	16,715.00	11,715.00	9,121.00	2,594.00
	1255 CORRECTIONS		REPLACEMENT MACH & E	16,674.00	18,674.00	19,401.00	727.00-
	1255 CORRECTIONS		REPLACEMENT AUTO/TRU				
			TOTAL	35,389.00	30,389.00	28,522.00	1,867.00
			TOTAL	5,231,911.00	5,278,502.00	4,933,468.84	345,033.16

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

1255 / 20000 \$1548.37

Class 2  
 204.15 +  
 1,548.37 -  
 1,344.22 = 1

Class 2  
 1,344.22 - +  
 3 886.01 +  
 4 1,598.31 +  
 5 100.95 +  
 6 1,264.52 +  
 7 148.57 +  
 8 6,116.40 -  
 3,462.26 = 1

FY 2009  
Budget Amendments/Revisions  
Corrections (1255)

BR #	Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
09003	1	2/5/2009	1191	71008	Insurance & Safety	General Liability Insurance				
			1255	85620	Corrections	Other Medical	10,000	10,000	Move Corrections physician liability ins from 1191 to 1255	
	2	1/27/2010	1255	48100	Corrections	Natural Gas		14,500	transfer to cover budget shortages in Corrections class 2 account	
			1255	59000	Corrections	Gasoline		10,000		
			1255	60050	Corrections	Equip Serv Cont		3,000		
			1255	60200	Corrections	Equip Repair		3,000		
			1255	60250	Corrections	Equip Install		1,000		
			1255	92300	Corrections	Emerg Equip Repl		5,000		
			1255	10100	Corrections	Salary & Wages		3,500		
			1255	23400	Corrections	Food	14,500			
			1255	23501	Corrections	Pres Drugs	25,500			
09140	3	1/27/2010	1255	85600	Corrections	Extraditions	13,300		increase revenue and expenditure accounts to match	
			1255	3467	Corrections	Extraditions	13,300		2009 actual	
09138	6	2/8/2010	1192	10600	Unemployment Expense		12,880		2009 4th Qtr unemployment expense	
			1251	10600			6,400			
			1255	10600			3,520			
			1210	10600			152			
			1140	10600			320			
			1200	10600			2,488			
4		3/15/2010	1255	10100	Corrections	Salaries & Wages		7,466	transfer budget to cover corrections class 2 and 8 shortages	
			1255	23050	Corrections	Other Supplies	673		with class 1 savings	
			1255	23400	Corrections	Food	673			
			1255	85610	Corrections	Hospital Costs	6,120			

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

March Session of the January Adjourned

Term. 20<sup>10</sup>

In the County Commission of said county, on the 23<sup>rd</sup> day of March 20<sup>10</sup>

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase the budget to cover Century Link service contract:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2020	60050	E-911 Emergency Tele	Equip Service Contract		3,982.00

Done this 23<sup>rd</sup> day of March, 2010.

ATTEST:

Wendy S. Noren  
 Wendy S. Noren  
 Clerk of the County Commission

Kenneth M. Pearson  
 Kenneth M. Pearson  
 Presiding Commissioner

Absent  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner

**From:** June Pitchford  
**To:** Karen Miller; Ken Pearson; Skip Elkin  
**Date:** 3/8/2010 11:43 AM  
**Subject:** E911 Budget Amendment- Tuesday's agenda  
**Place:** BOCOMORecords

**CC:** BOCOMORecords; Kristina Johnson  
Commissioners:

Tomorrow's agenda includes a first reading for a budget amendment needed in the E911 Fund; I may be out of town, so I wanted you to have background information.

The maintenance contract (which is enroute through the approval process) exceeds the 2010 budget due to equipment coming off of warranty. The amount of the maintenance contract was unknown at the time the budget estimate was developed; however, the 2010 estimated revenues are sufficient to cover the increased budget.

FYI... CenturyLink did not provide the county with a maintenance contract nor invoice for maintenance in 2009. Fortunately, no maintenance was required. When CenturyLink discovered the error as a result of a result of a recent call for maintenance, CenturyLink elected to forego "back billing" the County and instead, drafted a new 24/7 maintenance contract going forward. This resulted in a one-time savings to the 2009 budget of approximately \$44,000. (Zim, CJ, and Melinda are aware of this.)

Let me know if you have any questions,  
June

*March 23  
first rd.  
3-9*



# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

to: County Clerk's Office  
 Comm Order # 154-2010  
 Return to Auditor's Office  
 Please do not remove staple.

3/3/2010

**EFFECTIVE DATE**

**FOR AUDITORS USE**

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Decrease	Increase	
2	0	2	0	6	0	0	5	0	E-911 Emergency Tele	Equip Service Contract		3982

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **increase budget to cover Century Link service contract**

  
 \_\_\_\_\_  
 Requesting Official

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

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

*agenda*

  
 \_\_\_\_\_  
 Auditor's Office

  
 \_\_\_\_\_  
 PRESIDING COMMISSIONER

*Absent*  
 \_\_\_\_\_  
 DISTRICT I COMMISSIONER

\_\_\_\_\_  
 DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

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

# Fund Statement - E-911 Emergency Telephone Fund 202 (Nonmajor)

*Includes*

*Bud. Annex*  
2010 ↓

	2008 Actual	2009 Budget	2009 Projected	2010 Budget
<b>REVENUES:</b>				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	234,060	220,800	234,000	234,000
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	19,324	14,000	4,420	4,420
Hospital Lease	-	-	-	-
Other	-	-	-	-
<b>Total Revenues</b>	<b>253,384</b>	<b>234,800</b>	<b>238,420</b>	<b>238,420</b>
<b>EXPENDITURES:</b>				
Personal Services	-	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	42,819	44,000	44,000	47,982
Contractual Services	134,824	138,300	136,682	139,400
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	36,220	65,000	32,179	-
<b>Total Expenditures</b>	<b>213,863</b>	<b>247,300</b>	<b>212,861</b>	<b>187,382</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>39,521</b>	<b>(12,500)</b>	<b>25,559</b>	<b>51,038</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)</b>	<b>39,521</b>	<b>(12,500)</b>	<b>25,559</b>	<b>51,038</b>
<b>FUND BALANCE (GAAP), beginning of year</b>	<b>580,154</b>	<b>619,675</b>	<b>619,675</b>	<b>645,234</b>
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
<b>FUND BALANCE (GAAP), end of year</b>	<b>\$ 619,675</b>	<b>\$ 607,175</b>	<b>\$ 645,234</b>	<b>\$ 696,272</b>
<b>FUND BALANCE RESERVES AND DESIGNATIONS, end of year</b>				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	-	-	-
Designated:				
Capital Project and Other	-	-	-	-
<b>Total Fund Balance Reserves and Designations, end of year</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE, end of year</b>	<b>619,675</b>	<b>607,175</b>	<b>645,234</b>	<b>696,272</b>
<b>FUND BALANCE RESERVES/DESIGNATIONS, end of year</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>UNRESERVED/UNDESIGNATED FUND BALANCE, end of year</b>	<b>\$ 619,675</b>	<b>\$ 607,175</b>	<b>\$ 645,234</b>	<b>\$ 696,272</b>

Year	<u>2010</u>	Original Appropriation	<u>44,000.00</u>
Dept	<u>2020 E-911 EMERGENCY TELEPHONE</u>	Revisions	<u>                    </u>
Acct	<u>60050 EQUIP SERVICE CONTRACT</u>	Original + Revisions	<u>44,000.00</u>
Fund	<u>202 E-911 EMERGENCY TELEPHONE</u>	Expenditures	<u>                    </u>
		Encumbrances	<u>                    </u>
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>                    </u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>44,000.00</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>44,000.00</u>

Transaction Code	Effective Date	Description	Orig Document	Process Date	Amount
22	1/01/2010	***** ORIGINAL BUDGET *****	2010 1132		44,000.00-

Bottom

F2=Key Scr    F3=Exit    F6=Period Breakdowns    F7=Transactions    F8=View Document

**From:** June Pitchford  
**To:** Kristen Pettit; Melinda Bobbitt  
**Date:** 3/2/2010 5:38 PM  
**Subject:** Re: Fwd: FW: Maintenance Contract (E911, Dept. 2020-60050)

Melinda,  
Because Centurylink will roll this contract into the monthly phone bill (they started doing this a couple of years ago instead of invoicing us separately), we will handle it on a the Pay Req for the monthly phone bill.

A budget amendment will be needed because the contract exceeds the budget and there are not sufficient funds in any other account from which to transfer; however the annual revenues are sufficient to cover it. Kristen will handle.

Thanks,  
June

>>> Melinda Bobbitt 3/2/2010 3:34 PM >>>

June,  
Attached is the Purchase Requisition. Could you please sign and fax back to me at 886-4390. Is a Budget Revision or Amendment needed to route with this?

I'm mailing the contracts to Court for signature, and as soon as I get them back, I'll add to a commission agenda.

Thanks,  
Melinda

>>> June Pitchford 3/1/2010 6:13 PM >>>

Melinda and CJ:

Please see the Court's e-mail below. Looks like we're ready to push this through contract the approval process.

Court:

The contract calls for two payments-- 50% at signing and the remaining 50% after 60 days. Will CenturyLink invoice the County and if so, will the invoice be issued separately or will the amount be added to the monthly CenturyLink phone bill for the PSAP and trunk line charges?

Thanks,  
June

**From:** June Pitchford  
**To:** CJ Dykhouse; Court Chrisman; Melinda Bobbitt  
**CC:** Ginny Chadwick; Kristen Pettit  
**Date:** 3/2/2010 5:28 PM  
**Subject:** RE: FW: Maintenance Contract (E911, Dept. 2020-60050)

Thanks, Court.

Melinda,

No need to prepare a Purchase Requisition for this contract; we'll pay the contract amount on the Payment Requisition associated with the monthly phone bill. Thanks,  
June

>>> "Chrisman, Court" <[Court.Chrisman@CenturyLink.com](mailto:Court.Chrisman@CenturyLink.com)> 3/2/2010 8:09 AM >>>  
June,

I don't have a way to issue a separate invoice other than phone bills. Historically it has been invoice on account 301644996 which is the account for their trunk line charges as you stated below. Thanks for your help.

Thank you,

Court Chrisman  
Account Manager  
Missouri Region  
573-886-3898 (O)  
573-239-2319 (M)  
573-442-0221 (F)  
[court.chrisman@centurytel.com](mailto:court.chrisman@centurytel.com)

-----Original Message-----

From: June Pitchford [<mailto:JPitchford@boonecountymo.org>]  
Sent: Monday, March 01, 2010 6:13 PM  
To: CJ Dykhouse; Melinda Bobbitt; Chrisman, Court  
Cc: Ginny Chadwick; Kristen Pettit  
Subject: Fwd: FW: Maintenance Contract (E911, Dept. 2020-60050)

Melinda and CJ:

Please see the Court's e-mail below. Looks like we're ready to push this through contract the approval process.

Court:

The contract calls for two payments-- 50% at signing and the remaining 50% after 60 days. Will CenturyLink invoice the County and if so, will the invoice be issued separately or will the amount be added to the monthly CenturyLink phone bill for the PSAP and trunk line charges?

Thanks,  
June

## E911 Equipment Maintenance Agreement

This E911 EQUIPMENT MAINTENANCE AGREEMENT ("Agreement") is executed as of the 1st day of February 1, 2010 (the "Effective Date") between Boone County, Missouri ("Customer") and CenturyLink of Missouri, LLC ("CenturyLink") for the provision of maintenance services upon the terms and conditions set forth below for the 911 equipment (the "Equipment") located at Customer's premises as described in the attached *Schedule A*.

In consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. **TERM AND RENEWAL.** This Agreement shall be effective for a period of twelve (12) months commencing on the Effective Date and ending on January 31, 2011 ("Term").
2. **SERVICE FEES AND ADDITIONAL CHARGES.** Customer agrees to pay CenturyLink the maintenance fees ("Maintenance Fees") listed in *Schedule A*. Maintenance Fees shall be paid in two (2) installments with the first installment of one-half of the total Maintenance Fees due upon execution of this Agreement and the second installment of one-half of the total Maintenance Fees due sixty (60) days thereafter. Prices do not include taxes or fees, of any kind, established by governmental authorities. Customer shall pay all such applicable taxes and fees when billed by CenturyLink. Alternatively, Customer may supply CenturyLink a tax exemption certificate in a form satisfactory to CenturyLink. Customer shall pay CenturyLink's then current labor and materials charged for any additional services requested that are not covered by this Agreement.
3. **SPECIAL CONDITIONS.** The Customer will, at its own expense, provide or otherwise arrange for:  
a) necessary floor plans and accessible Equipment locations; b) separate electric source circuits and power; c) suitable space meeting operating environment requirements; d) heat, air conditioning, light and security; e) reasonable access; and f) where not otherwise provided herein, raceway, conduit, holes and wireways.
4. **SCOPE OF MAINTENANCE.** CenturyLink will undertake commercially reasonable efforts to maintain the Equipment in good working condition and will furnish all parts and labor at no cost to Customer except as set forth in Paragraph 2. Such maintenance shall be limited to the restocking of spare parts and provision of trained personnel to provide normal and customary repair of the Equipment. Software maintenance, support and upgrades are not included under this Agreement nor are Equipment repairs made necessary by misuse, negligence, accident, theft or unexplained loss, abuse, connection to direct electrical current, fire, flood, wind, lightning, acts of God or public enemy, acts of terrorism, or improper wiring, repair or alteration by anyone other than CenturyLink. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CENTURYLINK WILL NOT REPLACE PERSONAL COMPUTERS, MONITORS, OR PRINTERS OTHERWISE COVERED UNDER THIS AGREEMENT, IF SUCH EQUIPMENT IS GREATER THAN FIVE (5) YEARS OLD. CENTURYLINK MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO ITS PROVISION OF SERVICES HEREUNDER INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS AND WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND CENTURYLINK EXPRESSLY DISCLAIMS, AND CUSTOMER EXPRESSLY WAIVES, ANY SUCH WARRANTIES.**
5. **TRAINING.** CenturyLink will provide up to 4 hours of basic training on the operation of the Equipment to Customer's employees during the Initial Term of this Agreement at times mutually acceptable to both Customer and CenturyLink. Any additional training shall be at CenturyLink's then prevailing rates.

6. **SERVICE CALLS.** During the term of this Agreement, CenturyLink will use commercially reasonable efforts to respond to (a) routine service calls within 48 hours of receipt of notice from the Customer that service is necessary, and (b) emergency service calls within 2 business hours of receipt of notice from the Customer that an emergency exists. "Emergency" is defined for purposes of this Agreement as any service interruption that renders E911 service incapable of receiving incoming calls or delivering outgoing calls with E911 System feature functionality.
7. **LIMITATION OF LIABILITY / INDEMNITY.** CenturyLink and its subcontractors shall not be liable jointly or severally for any loss or damage to the Equipment or other property or injury or death to Customer, Customer's agents, employees, end users or invitees arising in connection with the maintenance services provided by CenturyLink or its subcontractors unless such loss, injury, death or damage results solely from the willful misconduct of CenturyLink. **IN NO EVENT SHALL CENTURYLINK'S AND ITS SUBCONTRACTORS' TOTAL LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE GREATER OF \$50.00 OR THE PRO RATA AMOUNT OF THE RECURRING CHARGES ASSOCIATED WITH THE PROVISION OF THE SERVICE FOR THE TIME PERIOD THE E911 SYSTEM IS FULLY OR PARTIALLY INOPERATIVE. FURTHERMORE, CENTURYLINK SHALL NOT BE LIABLE WHETHER BASED ON CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ALTERNATIVE TORT REMEDIES OR ANY OTHER THEORY OF LAW OR EQUITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR BUSINESS OPPORTUNITIES WHETHER OR NOT CENTURYLINK SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** CenturyLink's obligations and liabilities under this Agreement are further limited by the provision of any applicable tariffs governing its rendition of services.
8. **DELAY.** The time for performance by CenturyLink of its services under this Agreement is in every case subject to delays caused by acts of God, war, riot, fire, explosion, accident, sabotage, inability to obtain equipment, fuel or power, government laws, regulations or orders, acts or inaction of Customer, inability of subcontractors to perform, labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of CenturyLink), acts of terrorism and the government response thereto, or any other cause beyond the reasonable control of CenturyLink.
9. **MISCELLANEOUS.** Neither the benefits nor obligations of the Agreement may be assigned without prior written consent of CenturyLink. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this Agreement shall constitute the entire Agreement between Customer and CenturyLink with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in any other documents or in representations by CenturyLink personnel.
10. **RISK OF LOSS.** The Customer hereby assumes all risks of loss, damages, destruction or interference with the use of the Equipment (or any other property) from any cause whatsoever except to the extent such loss, damages, destruction or interference results solely and directly from the willful misconduct of CenturyLink.
11. **DEFAULT.** If either party fails to perform any obligation under this Agreement (including but not limited to, Customer's payment of the Maintenance Fees and provision of equipment facilities as specified in paragraphs 2 and 3) and such failure remains uncured for thirty (30) days after receipt of notice, failure to timely cure such nonperformance shall constitute a default under this Agreement. Upon any such default, the non-defaulting party shall be entitled to pursue such remedies as are available at law or in equity (including discontinuance of maintenance) except to the extent otherwise limited by the Agreement.

12. NOTICES. All notices called for under this Agreement shall be in writing and shall be delivered personally or transmitted by First Class United States mail to the respective addresses set forth in this Agreement or to such other address as a party may specify in accordance with this provision. Notice shall be effective upon receipt.
13. The laws of the state of Missouri shall govern the interpretation of this Agreement. If any of the provisions of the terms and conditions contained herein shall be held to be invalid or unenforceable in any jurisdiction in which these terms and conditions apply, such invalidity or unenforceability shall not invalidate or render unenforceable any other term or condition, but rather these terms and conditions shall be construed and enforced accordingly. In the event of any such invalidity or unenforceability of any provision, the parties shall promptly cooperate to replace such provision with a valid and enforceable provision that achieves the same result as the invalid or unenforceable provision, to the maximum extent permitted by law.
14. No provision of this Agreement shall in any way inure to the benefit of any third person (including without limitation the public at large) so as to constitute any such person a third party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.
15. If any suit or action is instituted or prosecuted to interpret or enforce any provision of this Agreement the prevailing party in such suit or action shall be entitled to recover from the other party costs, expenses and reasonable attorney fees incurred by such prevailing party in connection with such suit or action, in addition to all other sums allowed by law and this Agreement, both at trial and on appeal.
16. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Each party to this Agreement agrees to accept a facsimile signature on behalf of the other party in lieu of an original signature; provided however, that either party may request, and the other party shall provide, an appropriate original signature following acceptance by such party of a facsimile signature.
17. This Agreement represents the entire Agreement between the parties with respect to the subject matter herein contained, is the final, complete and exclusive statement of the provisions thereof, and supersedes and terminates any prior agreement, understanding or representation between the parties with respect thereto, whether written or oral. Without limiting the generality of the preceding sentence, no provision of any purchase order or other document issued by Customer, whether before, on or after the date of this Agreement, shall modify or supplement in any way any provision of this Agreement.

Boone County, Missouri /Joint Communications 17 North 7th St Suite A Columbia, Missouri 65205	CenturyLink of Missouri, LLC 625 Cherry Columbia Mo 65201
By: _____ Signature	By: _____ Signature
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____



## SCHEDULE A

This Schedule A is attached to and made a part of the E911 Equipment Maintenance Agreement by and between CenturyLink of Missouri LLC and Boone County, Missouri/Joint Communications located at 17 North 7<sup>th</sup> Street, Columbia, MO 65205.

The equipment covered under such Agreement is as follows:

Boone County/Joint Communications - Maintenance Quote				
Item	Part #	Description	Qty	Warranty Sub_Total
		PlantCML Software Support	1	\$24,720.00
		Sentinel 9-1-1- Computer	11	\$5,187.60
		Computer for SMART terminal	1	\$471.60
		4-channel PCI sound card	11	\$1,808.40
		Headset Line Interface Module w/modem	12	\$5,688.00
		STATS Computer	1	\$471.60
		19" Flat Panel Touch Screen Monitor	10	\$2,811.00
		21" CRT Touch Screen Monitor	1	\$372.90
		17" Flat Panel Monitor	1	\$93.00
		HP c1099a terminal at the university of mo	1	\$96.26
		Dell gx50 computer with 17" monitor at Centralia	1	\$105.00
		Microcom Modems	4	\$234.00
		epson printers	2	\$268.20
		24 port switch	1	\$89.85
		Adtran Netvanta 3200 router	1	\$166.94
		COMMAND POST	2	\$5397.00
				\$0.00

**Customer 1 Year Maintenance  
Price\***

**\$47,981.35**

3/4/2010

FY 2010  
Budget Amendments/Revisions  
E 911 (2020)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
1	3/3/2010	2020	60050	E-911 Emergency	Equip Service Contract	3,982		increase budget to cover Century Link service contract

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20<sup>10</sup>

In the County Commission of said county, on the 23<sup>rd</sup> day of March 20 10

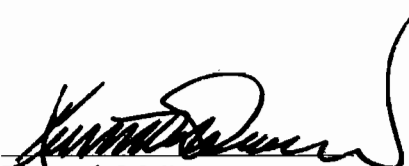
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Sole Source Purchase – 76-123108SS – E911 Equipment Maintenance Agreement – with CenturyLink. It is further ordered the Presiding Commissioner is hereby authorized to sign said sole source form.

Done this 23<sup>rd</sup> day of March, 2010.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



601 E. Walnut, Room 208  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: March 22, 2010  
RE: E911 Equipment Maintenance Agreement

E911 Equipment Maintenance for the Joint Communication department was approved on sole source number 76-123108SS on commission order 19-2008. It is time to renew the agreement. The attached agreement is for the period February 1, 2010 through January 31, 2011. The maintenance of this equipment is proprietary to Centurytel. Cost of maintenance is \$47,981.35 and will be paid out of department 2020 – E-911 Emergency Telephone, account 60050 – Equipment Service Contract.

Attached is the Maintenance Agreement for signature.

ATT Maintenance Agreement

cc: June Pitchford, Auditor's Office  
Sole Source File

## E911 Equipment Maintenance Agreement

This E911 EQUIPMENT MAINTENANCE AGREEMENT ("Agreement") is executed as of the 1st day of February 1, 2010 (the "Effective Date") between Boone County, Missouri ("Customer") and CenturyLink of Missouri, LLC ("CenturyLink") for the provision of maintenance services upon the terms and conditions set forth below for the 911 equipment (the "Equipment") located at Customer's premises as described in the attached *Schedule A*.

In consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. **TERM AND RENEWAL.** This Agreement shall be effective for a period of twelve (12) months commencing on the Effective Date and ending on January 31, 2011 ("Term").
2. **SERVICE FEES AND ADDITIONAL CHARGES.** Customer agrees to pay CenturyLink the maintenance fees ("Maintenance Fees") listed in *Schedule A*. Maintenance Fees shall be paid in two (2) installments with the first installment of one-half of the total Maintenance Fees due upon execution of this Agreement and the second installment of one-half of the total Maintenance Fees due sixty (60) days thereafter. Prices do not include taxes or fees, of any kind, established by governmental authorities. Customer shall pay all such applicable taxes and fees when billed by CenturyLink. Alternatively, Customer may supply CenturyLink a tax exemption certificate in a form satisfactory to CenturyLink. Customer shall pay CenturyLink's then current labor and materials charged for any additional services requested that are not covered by this Agreement.
3. **SPECIAL CONDITIONS.** The Customer will, at its own expense, provide or otherwise arrange for:
  - a) necessary floor plans and accessible Equipment locations;
  - b) separate electric source circuits and power;
  - c) suitable space meeting operating environment requirements;
  - d) heat, air conditioning, light and security;
  - e) reasonable access; and
  - f) where not otherwise provided herein, raceway, conduit, holes and wireways.
4. **SCOPE OF MAINTENANCE.** CenturyLink will undertake commercially reasonable efforts to maintain the Equipment in good working condition and will furnish all parts and labor at no cost to Customer except as set forth in Paragraph 2. Such maintenance shall be limited to the restocking of spare parts and provision of trained personnel to provide normal and customary repair of the Equipment. Software maintenance, support and upgrades are not included under this Agreement nor are Equipment repairs made necessary by misuse, negligence, accident, theft or unexplained loss, abuse, connection to direct electrical current, fire, flood, wind, lightning, acts of God or public enemy, acts of terrorism, or improper wiring, repair or alteration by anyone other than CenturyLink. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CENTURYLINK WILL NOT REPLACE PERSONAL COMPUTERS, MONITORS, OR PRINTERS OTHERWISE COVERED UNDER THIS AGREEMENT, IF SUCH EQUIPMENT IS GREATER THAN FIVE (5) YEARS OLD. CENTURYLINK MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO ITS PROVISION OF SERVICES HEREUNDER INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS AND WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND CENTURYLINK EXPRESSLY DISCLAIMS, AND CUSTOMER EXPRESSLY WAIVES, ANY SUCH WARRANTIES.**
5. **TRAINING.** CenturyLink will provide up to 4 hours of basic training on the operation of the Equipment to Customer's employees during the Initial Term of this Agreement at times mutually acceptable to both Customer and CenturyLink. Any additional training shall be at CenturyLink's then prevailing rates.

6. SERVICE CALLS. During the term of this Agreement, CenturyLink will use commercially reasonable efforts to respond to (a) routine service calls within 48 hours of receipt of notice from the Customer that service is necessary, and (b) emergency service calls within 2 business hours of receipt of notice from the Customer that an emergency exists. "Emergency" is defined for purposes of this Agreement as any service interruption that renders E911 service incapable of receiving incoming calls or delivering outgoing calls with E911 System feature functionality.
7. LIMITATION OF LIABILITY / INDEMNITY. CenturyLink and its subcontractors shall not be liable jointly or severally for any loss or damage to the Equipment or other property or injury or death to Customer, Customer's agents, employees, end users or invitees arising in connection with the maintenance services provided by CenturyLink or its subcontractors unless such loss, injury, death or damage results solely from the willful misconduct of CenturyLink. **IN NO EVENT SHALL CENTURYLINK'S AND ITS SUBCONTRACTORS' TOTAL LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE GREATER OF \$50.00 OR THE PRO RATA AMOUNT OF THE RECURRING CHARGES ASSOCIATED WITH THE PROVISION OF THE SERVICE FOR THE TIME PERIOD THE E911 SYSTEM IS FULLY OR PARTIALLY INOPERATIVE. FURTHERMORE, CENTURYLINK SHALL NOT BE LIABLE WHETHER BASED ON CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ALTERNATIVE TORT REMEDIES OR ANY OTHER THEORY OF LAW OR EQUITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR BUSINESS OPPORTUNITIES WHETHER OR NOT CENTURYLINK SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** CenturyLink's obligations and liabilities under this Agreement are further limited by the provision of any applicable tariffs governing its rendition of services.
8. DELAY. The time for performance by CenturyLink of its services under this Agreement is in every case subject to delays caused by acts of God, war, riot, fire, explosion, accident, sabotage, inability to obtain equipment, fuel or power, government laws, regulations or orders, acts or inaction of Customer, inability of subcontractors to perform, labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of CenturyLink), acts of terrorism and the government response thereto, or any other cause beyond the reasonable control of CenturyLink.
9. MISCELLANEOUS. Neither the benefits nor obligations of the Agreement may be assigned without prior written consent of CenturyLink. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this Agreement shall constitute the entire Agreement between Customer and CenturyLink with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in any other documents or in representations by CenturyLink personnel.
10. RISK OF LOSS. The Customer hereby assumes all risks of loss, damages, destruction or interference with the use of the Equipment (or any other property) from any cause whatsoever except to the extent such loss, damages, destruction or interference results solely and directly from the willful misconduct of CenturyLink.
11. DEFAULT. If either party fails to perform any obligation under this Agreement (including but not limited to, Customer's payment of the Maintenance Fees and provision of equipment facilities as specified in paragraphs 2 and 3) and such failure remains uncured for thirty (30) days after receipt of notice, failure to timely cure such nonperformance shall constitute a default under this Agreement. Upon any such default, the non-defaulting party shall be entitled to pursue such remedies as are available at law or in equity (including discontinuance of maintenance) except to the extent otherwise limited by the Agreement.

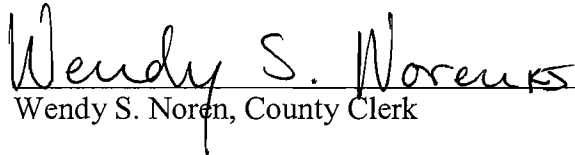
- 12. **NOTICES.** All notices called for under this Agreement shall be in writing and shall be delivered personally or transmitted by First Class United States mail to the respective addresses set forth in this Agreement or to such other address as a party may specify in accordance with this provision. Notice shall be effective upon receipt.
- 13. The laws of the state of Missouri shall govern the interpretation of this Agreement. If any of the provisions of the terms and conditions contained herein shall be held to be invalid or unenforceable in any jurisdiction in which these terms and conditions apply, such invalidity or unenforceability shall not invalidate or render unenforceable any other term or condition, but rather these terms and conditions shall be construed and enforced accordingly. In the event of any such invalidity or unenforceability of any provision, the parties shall promptly cooperate to replace such provision with a valid and enforceable provision that achieves the same result as the invalid or unenforceable provision, to the maximum extent permitted by law.
- 14. No provision of this Agreement shall in any way inure to the benefit of any third person (including without limitation the public at large) so as to constitute any such person a third party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.
- 15. If any suit or action is instituted or prosecuted to interpret or enforce any provision of this Agreement the prevailing party in such suit or action shall be entitled to recover from the other party costs, expenses and reasonable attorney fees incurred by such prevailing party in connection with such suit or action, in addition to all other sums allowed by law and this Agreement, both at trial and on appeal.
- 16. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Each party to this Agreement agrees to accept a facsimile signature on behalf of the other party in lieu of an original signature; provided however, that either party may request, and the other party shall provide, an appropriate original signature following acceptance by such party of a facsimile signature.
- 17. This Agreement represents the entire Agreement between the parties with respect to the subject matter herein contained, is the final, complete and exclusive statement of the provisions thereof, and supersedes and terminates any prior agreement, understanding or representation between the parties with respect thereto, whether written or oral. Without limiting the generality of the preceding sentence, no provision of any purchase order or other document issued by Customer, whether before, on or after the date of this Agreement, shall modify or supplement in any way any provision of this Agreement.

Boone County, Missouri /Joint Communications 17 North 7th St Suite A Columbia, Missouri 65205	CenturyLink of Missouri, LLC 625 Cherry Columbia Mo 65201
By: _____ Signature	By: <i>B. Reynolds</i> Signature
<i>ckk</i> Printed Name	BETH REYNOLDS Printed Name
Title: _____	Title: <i>MANAGER Business Sales</i>

**BOONE COUNTY, MISSOURI:**

By:   
Kenneth M. Pearson, Presiding Commissioner

Attest:

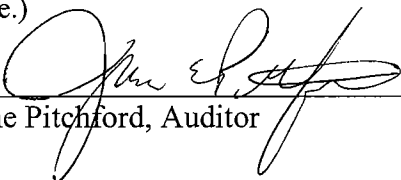
  
Wendy S. Noren, County Clerk

Approved as to form:

  
C.J. Dykhouse, 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.)

 3/23/10 2020-6050  
June Pitchford, Auditor                      Date                      Appropriation Amount



## SCHEDULE A

This Schedule A is attached to and made a part of the E911 Equipment Maintenance Agreement by and between CenturyLink of Missouri LLC and Boone County, Missouri/Joint Communications located at 17 North 7<sup>th</sup> Street, Columbia, MO 65205.

The equipment covered under such Agreement is as follows:

Boone County/Joint Communications - Maintenance Quote				
Item	Part #	Description	Qty	Warranty Sub_Total
		PlantCML Software Support	1	\$24,720.00
		Sentinel 9-1-1- Computer	11	\$5,187.60
		Computer for SMART terminal	1	\$471.60
		4-channel PCI sound card	11	\$1,808.40
		Headset Line Interface Module w/modem	12	\$5,688.00
		STATS Computer	1	\$471.60
		19" Flat Panel Touch Screen Monitor	10	\$2,811.00
		21" CRT Touch Screen Monitor	1	\$372.90
		17" Flat Panel Monitor	1	\$93.00
		HP c1099a terminal at the university of mo	1	\$96.26
		Dell gx50 computer with 17" monitor at Centralia	1	\$105.00
		Microcom Modems	4	\$234.00
		epson printers	2	\$268.20
		24 port switch	1	\$89.85
		Adtran Netvanta 3200 router	1	\$166.94
		COMMAND POST	2	\$5397.00
				\$0.00

**Customer 1 Year Maintenance  
Price\***                      \$47,981.35

**COUNTY OF BOONE - MISSOURI**  
**WORK AUTHORIZATION CERTIFICATION**  
**PURSUANT TO 285.530 RSMo**  
**(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone )  
  )ss  
State of MO                          )

My name is BETTY REYNOLDS I am an authorized agent of CENTURY TEL  
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

B Reynolds                      7/23/09  
Affiant                                      Date  
BETTY REYNOLDS  
Printed Name

Subscribed and sworn to before me this 23 day of July, 2009

Elaine MOWERS  
Notary Public



ELAINE M. OWENS  
My Commission Expires  
March 5, 2012  
St. Charles County  
Commission #06486604

Client Company ID Number: 172963

Company ID Number: 11557

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the terms by which the Social Security Administration (SSA), and the Department of Homeland Security, U.S. Citizenship and Immigration Service (DHS-USCIS) will provide information through E-Verify on behalf of **CenturyTel, Inc.** (Employer) in order to confirm the employment eligibility of all newly hired employees of **CenturyTel, Inc.** (Employer) following completion of the Employment Eligibility Verification Form (Form I-9).

Authority for E-Verify is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Designated Agent on behalf of the Employer with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of some newly hired employees.
2. The SSA agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. The SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during participation in E-Verify.
3. The SSA agrees to safeguard the information provided by the Employer through E-Verify procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the confirmation of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Client Company ID Number: 172963

Company ID Number: 11557

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

4. SSA agrees to establish a means of automated confirmation that is designed (in conjunction with the Department of Homeland Security's automated system if necessary) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
5. SSA agrees to establish a means of secondary confirmation (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to SSA, unless it determines that more than 10 days may be necessary. In such cases, SSA will provide additional confirmation instructions.

**B. RESPONSIBILITIES OF THE DHS-USCIS**

1. Upon completion of the Form I-9 by the employee and the Employer, and completion by the Designated Agent of SSA confirmation procedures required prior to initiation of DHS-USCIS confirmation procedures, DHS-USCIS agrees to provide the Designated Agent on behalf of the Employer access to selected data from the DHS-USCIS' database to enable the Designated Agent to conduct automated confirmation checks on newly hired alien employees by electronic means.
2. DHS-USCIS agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS-USCIS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS-USCIS representatives to be contacted during participation in E-Verify, including one or more individuals in each DHS-USCIS district office covering an area in which the Employer hires employees covered by this MOU.
3. DHS-USCIS agrees to provide to the Employer, through the Designated Agent, E-Verify and the Designated Agent E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS-USCIS, including restrictions on use of E-Verify procedures. DHS-USCIS agrees to provide training materials on E-Verify.
4. DHS-USCIS agrees to provide to the Employer, through the Designated Agent, a notice, which indicates the employer's participation in E-Verify. DHS-USCIS also agrees to provide to the Employer, through the Designated Agent, anti-discrimination notices issued by the Office of Special Counsel for Immigration-

Client Company ID Number: 172963

Company ID Number: 11557

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS-USCIS agrees to issue the Designated Agent a user identification number and password that will be used exclusively to access the confirmation system for the Employer. This user identification number and password will permit the Designated Agent, on behalf of the Employer, to verify information provided by newly hired employees.
6. DHS-USCIS agrees to safeguard the information provided to DHS-USCIS by the Employer, and to limit access to such information to individuals responsible for the confirmation of alien employment eligibility and for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and federal criminal laws, and to ensure accurate wage reports to the SSA.
7. DHS-USCIS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS-USCIS agrees to establish a means of secondary confirmation (including updating DHS-USCIS records as may be necessary) for employees who contest DHS-USCIS tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS-USCIS, unless it determines that more than 10 days may be necessary. In such cases, DHS-USCIS will provide additional confirmation instructions.

**C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices, described in paragraph B.4 above, and provided by the Designated Agent and displays them in a prominent place that is clearly visible to prospective employees.

Client Company ID Number: 172963

Company ID Number: 11557

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

2. The Employer agrees to provide to the SSA and the DHS-USCIS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to obtain the E-Verify Manual from the Designated Agent and become familiar with such manual.
4. The Employer agrees to comply with established Form I-9 procedures, with one exception: When an employee presents a "List B" identity document, the Employer agrees that it will only accept "List B" documents that contain a photograph. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.)
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photographs, as described in paragraph 5 above; (2) a rebuttable presumption is established by section 403(b) of IIRIRA that the Employer has not violated section 274A(a)(1)(A) of the INA with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify the Department of Homeland Security if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify the Department of Homeland Security of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify shall be civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. The Department of Homeland Security reserves the right to conduct Form I-9 compliance inspections during participation in E-Verify, as well as to conduct any other enforcement activity authorized by law.

**Client Company ID Number: 172963**

**Company ID Number: 11557**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

6. The Employer agrees to initiate E-Verify procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed) and to complete as many steps (but only as many) of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer, through the Designated Agent, will use the SSA verification procedures first, and will use DHS-USCIS verification procedures only as directed by the SSA verification response.
7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer will not verify selectively; it agrees to use E-Verify procedures for all new hires as long as this MOU is in effect. The Employer agrees not to use E-Verify procedures for reverification, or for employees hired before the date this MOU is in effect. The Employer understands that should the Employer use E-Verify procedures for any purpose other than as authorized by this MOU and by law, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS-USCIS information pursuant to this MOU.
8. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS-USCIS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS-USCIS automated verification to verify work authorization, or a tentative nonconfirmation, does not mean and should not be interpreted as an indication that the employee is not work authorized.
9. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include discharging or refusing

**Client Company ID Number: 172963**  
**Company ID Number: 11557**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

to hire eligible employees because of their foreign appearance or language, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Office of the Special Counsel for Immigration-Related Unfair Employment Practices, Civil Rights Division, U.S. Department of Justice at 1-800-255-7688 or 1-800-237-2515 (TDD).

10. The Employer agrees to record the case verification number on the employee's Form I-9 or to attach a printout of the screen containing the case verification number to the employee's Form I-9.
11. The Employer will refer individuals to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will resubmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
12. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer, through the Designated Agent, will make a second inquiry to the SSA database using E-Verify procedures within 10 Federal Government workdays after the date of the referral in order to obtain confirmation, or final nonconfirmation.
13. The Employer agrees that it will use the information it receives from the SSA or DHS-USCIS through its Designated Agent pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as User ID and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who need it to perform the Employer's responsibilities under this MOU.



Client Company ID Number: 172963

Company ID Number: 11557

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

14. The Employer acknowledges that the information which it receives from SSA through its Designated Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to civil or criminal penalties.
15. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA other than the Social Security Number Card.
16. The Employer agrees to refer individuals to the DHS only when the response received from the DHS automated confirmation process indicates a tentative nonconfirmation, and the employee contests the tentative nonconfirmation. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
17. If the Employer receives a tentative nonconfirmation from the DHS-USCIS, the Employer will record the case verification number and date on the Form I-9 or print the screen showing the case verification number and attach the printout to the Form I-9, determine whether the employee contests the tentative nonconfirmation, and instruct an employee who contests to contact the DHS-USCIS to resolve the discrepancy within 8 Federal Government work days, using E-Verify procedures. The DHS-USCIS will electronically transmit the result of the referral to the Employer within 10 Federal Government workdays of the referral.
18. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify-related records, i.e., Forms I-9, SSA and DHS confirmation records, which were created during the Employer's participation in E-Verify. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview the Employer, employees handling the program, and employees hired during participation in E-Verify concerning their experience with the pilot, and to make employment and E-Verify-related records available to DHS and the SSA, or their designated agents or designees.

Client Company ID Number: 172963

Company ID Number: 11557

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

**D. RESPONSIBILITIES OF THE DESIGNATED AGENT**

1. The Designated Agent agrees to provide to the SSA and the DHS-USCIS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
2. The Designated Agent agrees to become familiar with and comply with the E-Verify Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The Designated Agent agrees that all Designated Agent Representatives performing employment verification queries will complete the E-Verify Web-Based Tutorial.
4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The Designated Agent agrees to provide the Employer with the notices described in paragraph B.4. above.
6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA confirmation procedures first, and will use DHS-USCIS confirmation procedures only as directed by the SSA confirmation response.
7. The Designated Agent agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Designated Agent for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, and DHS confirmation records, that were created during the Designated Agent's participation in E-Verify. In addition, for the purpose of evaluating E-Verify, the Designated Agent agrees to allow DHS and SSA or their authorized agents or designees, to interview the Designated Agent and employees handling the program concerning their experience with the pilot, and to make E-Verify -related records available to DHS and the SSA, or their designated agents or designees.

Client Company ID Number: 172963

Company ID Number: 11557

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

**E. POINTS OF CONTACT:**

You may call E-Verify toll free at 1-888-464-4218, or write to:

U.S. Citizenship and Immigration Services  
Verification Division  
470 L'Enfant Plaza, SW  
Washington, DC 20024

**F. OTHER PROVISIONS.**

1. Nothing in this agreement shall be construed to supersede, conflict, or modify the employer's responsibilities under section 274A of the INA not to employ unauthorized aliens or to hire individuals without verifying identity and employment eligibility on Form I-9.
2. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the DHS-USCIS or SSA. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
3. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability there from, including, but not limited to, any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
4. Each party understands that some or all SSA and DHS-USCIS responsibilities under this MOU may be performed by contractor(s).

Client Company ID Number: 172963

Company ID Number: 11557

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

5. Each party understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and USCIS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

**G. EFFECTIVE DATE.** The terms of this agreement will become effective upon the signature of all parties, and shall continue in effect for as long as the SSA and the DHS-USCIS administer E-Verify.

**H. MODIFICATION.** This agreement may be modified upon the mutual written consent of all parties.

**I. TERMINATION.** This agreement may be terminated by any party upon 30 days prior written notice to the others. Termination by any party shall terminate the MOU as to all parties. The SSA or the DHS-USCIS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or the DHS-USCIS that there has been a breach of system integrity or security by CenturyTel, Inc. (Employer), or HireRight, Inc. (Designated Agent) or a failure on the part of CenturyTel, Inc. (Employer) or HireRight, Inc. (Designated Agent) to comply with established procedures or legal requirements.

The foregoing constitutes the sole and complete agreement on this subject between the SSA, the DHS-USCIS, the Employer, and the Designated Agent.

CenturyTel, Inc. (Employer) hereby designates and appoints HireRight, Inc. (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out CenturyTel, Inc. (Employer) responsibilities under the MOU between the Employer, the Designated Agent, the Social Security Administration and the Department of Homeland Security, U.S. Citizenship and Immigration Services.

Client Company ID Number: 172963

Company ID Number: 11557

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION, EMPLOYER, AND DESIGNATED AGENT REGARDING E-VERIFY

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and the DHS-USCIS respectively.

APPROVED BY:

Employer CenturyTel, Inc.

Ivan Hughes  
Name (Please type or print)

VP Human Resources  
Title

Ivan Hughes  
Signature

12-22-2008  
Date

Designated Agent HireRight, Inc.

Tim M. Willis  
Name (Please type or print)

VP - Director of Contracts and Compliance  
Title

Tim M. Willis  
Signature

January 12, 2009  
Date

Department of Homeland Security- Verification Division

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Client Company ID Number: 172963  
Company ID Number: 11557

MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY

INFORMATION REQUIRED  
FOR THE E-VERIFY DESIGNATED AGENT PROGRAM

Information relating to Employer's Company:

Company Name: CenturyTel, Inc.

Company Facility Address: 100 Centurytel Drive  
Monroe, LA 71203

County or Parish: OUACHITA

Employer Identification Number: 720651161

North American Industry  
Classification Systems Code: 541

Parent Company: \_\_\_\_\_

Number of Employees: 5,000 to  
9,999



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2009

76-12310857 82-12310957

46-2852609 40-2852604

**PRODUCER**  
Marsh USA Inc.  
601 Poydras Street, Suite 1850  
New Orleans, LA 70130-6031  
Attn: 212-948-0537 NewOrleans.CertRequest@marsh.com

**THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED**  
CenturyTel, Inc.  
(See Attached)  
100 CenturyTel Drive  
Monroe, LA 71203

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322
INSURER B: XL Specialty Insurance Company	37885
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR ADD'L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	RGD9437402	12/15/2009	12/15/2010	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES(Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RAD9437403	12/15/2009	12/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	RWD9435289 (AOS) RWR9435290 (WI)	12/15/2009 12/15/2009	12/15/2010 12/15/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
		<b>OTHER</b> Excess Workers Compensation	RWE9435291 (WA)	12/15/2009	12/15/2010	SIR 1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Centurytel Inc. And All Subsidiaries For Which The Named Insured Has The Responsibility Of Providing Insurance And For Which; Coverage Is Not Otherwise Specifically Provided. Certificate holder is named as Additional Insured under the General Liability when required by written contract.

**CERTIFICATE HOLDER** HOU-001332087-11

Boone County Purchasing  
601 E. Walnut, Room 208  
Columbia, MO 65201

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  
Robert C. Hill

*Robert C. Hill*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# ADDITIONAL INFORMATION

HOU-001332087-11

DATE (MM/DD/YY)  
12/15/2009

<b>PRODUCER</b> Marsh USA Inc. 601 Poydras Street, Suite 1850 New Orleans, LA 70130-6031 Attn: 212-948-0537 NewOrleans.CertRequest@marsh.com		
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> CenturyTel, Inc. (See Attached) 100 CenturyTel Drive Monroe, LA 71203	INSURER F:	
	INSURER G:	
	INSURER H:	
	INSURER I:	

**TEXT**

CenturyTel, Inc. and all subsidiaries for which the named insured has the responsibility of providing insurance and for which coverage is not otherwise specifically provided, including the following Embarq entities:

- Embarq Corporation
- Carolina Telephone and Telegraph Company LLC
- NOCUTS, Inc.
- SC One Company
- Centel Corporation
- Centel Capital Corporation
- Centel Directories LLC
- Centel-Texas, Inc.
- Central Telephone Company of Texas
- EQ Central Texas Equipment LLC
- Telcon, Inc.
- Central Telephone Company
- Central Telephone Company of Virginia
- Embarq Florida, Inc.
- The Winter Park Telephone Company
- Perry Protection Services, Inc.
- Centel SPE LLC
- Embarq, Inc.
- Embarq Capital Corporation
- SC Seven Company
- Embarq Communications, Inc.
- Embarq Communications of Virginia, Inc.
- Embarq Holdings Company LLC
- Embarq Directory Trademark Company, LLC
- Embarq Interactive Holdings LLC
- Embarq Interactive Markets LLC
- Embarq Management Company
- EQ Management Equipment LP
- Embarq Mid-Atlantic Management Services Company
- Embarq Minnesota, Inc.
- Embarq Missouri, Inc.
- SC Eight Company
- Embarq Network Company LLC
- Embarq Payphone Services, Inc.
- Embarq Risk (Bermuda) Limited
- Embarq Solutions, Inc.
- EQ Equipment Leasing, Inc.
- United Telephone Company of the Carolinas LLC
- SC Two Company
- United Telephone Company of Eastern Kansas
- United Telephone Company of Florida
- Vista-United Telecommunications (49%)
- United Telephone Company of Indiana, Inc.
- SC Four Company
- United Telephone Company of Kansas
- Embarq Midwest Management Services Company
- United Teleservices, Inc.

**CERTIFICATE HOLDER**

Boone County Purchasing 601 E. Walnut, Room 208 Columbia, MO 65201	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Robert C. Hill
--	--

*Robert C. Hill*

# ADDITIONAL INFORMATION

HOU-001332087-11

DATE (MM/DD/YY)  
12/15/2009

<b>PRODUCER</b> Marsh USA Inc. 601 Poydras Street, Suite 1850 New Orleans, LA 70130-6031 Attn: 212-948-0537 NewOrleans.CertRequest@marsh.com		
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> CenturyTel, Inc. (See Attached) 100 CenturyTel Drive Monroe, LA 71203	INSURER F:	
	INSURER G:	
	INSURER H:	
	INSURER I:	

**TEXT**

United Telephone Company of New Jersey, Inc.  
 United Telephone Company of the Northwest  
 United Telephone Company of Ohio  
 SC Five Company  
 United Telephone Company of Pennsylvania LLC  
 SC Six Company  
 Valley Network Partnership (40% aggregate)  
 United Telephone Company of Southcentral Kansas  
 United Telephone Company of Texas, Inc.  
 EQ United Texas Equipment LLC  
 United Telephone Company of the West  
 United Telephone Southeast LLC  
 SC Three Company  
 Hillsboro Telephone Company, Inc. (20%)  
 La Crosse Telephone Corporation  
 Lafayette MSA Limited Partnership (49%)  
 Madison River Communications Corp.  
 Gallatin River Holdings, LLC  
 Gallatin River Communications, LLC  
 Gallatin River Long Distance Solutions, LLC  
 Madison River Communications, LLC  
 Gulf Communications, LLC  
 Savannah River Communications, LLC  
 Madison River Finance Corp.  
 Madison River Holdings LLC  
 Madison River Long Distance Solutions LLC  
 Madison River LTD Funding LLC  
 Coastal Communications, Inc.  
 Coastal Utilities, Inc.  
 Coastal Long Distance Services LLC  
 Gulf Coast Services, Inc.  
 Gulf Long Distance LLC  
 Gulf Telephone Company  
 Madison River Management LLC  
 Mebtel, Inc.  
 Mebtel Long Distance Solutions LLC

**CERTIFICATE HOLDER**

Boone County Purchasing  
 601 E. Walnut, Room 208  
 Columbia, MO 65201

AUTHORIZED REPRESENTATIVE  
 of Marsh USA Inc.  
 Robert C. Hill

*Robert C. Hill*

156 -2010

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 23<sup>rd</sup> day of March 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase revenue and expenditures for the STOP Violence Against Women Grant for the period starting 1/1/2010 to 12/31/2010:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	03411	Judicial Grants	Federal Grant Reimb.		47,304.00
1243	71100	Judicial Grants	Outside Services		47,304.00

Done this 23<sup>rd</sup> day of March, 2010.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

**REQUEST FOR BUDGET AMENDMENT** Return to Auditor's Office  
 please do not remove staple.


**BOONE COUNTY, MISSOURI**

1/1/10  
 EFFECTIVE DATE

**FOR AUDITORS USE**

Department					Account					Department Name	Account Name	(Use whole \$ amounts)	
												Decrease	Increase
1	2	4	3		0	3	4	1	1	Judicial Grants	Federal Grant Reimb.		\$47,304.00
1	2	4	3		7	1	1	0	0	Judicial Grants	Outside Services		\$47,304.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To increase revenue and expenditures for the STOP Violence Against Women Grant. This is for the period of 1/1/10 – 12/31/10.**

  
 Requesting Official

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

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

*Agenda*

  
 Auditor's Office

  
 PRESIDING COMMISSIONER

*Absent*  
 DISTRICT I COMMISSIONER

  
 DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

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

2/26/2010

FY 2010  
Budget Amendments/Revisions  
Judicial Grants & Contracts (1243)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	2/18/2010	1243	10100	Judicial Grants	Salaries and Wages	291			
		1243	10200	Judicial Grants	FICA	22			
		1243	3411	Judicial Grants	Federal Grant Reimbursement	313			transfer unused salary and FICA in JABG Grant 2009 Art & Music Positions to 2010
2	2/26/2010	1243	3411	Judicial Grants	Federal Grant Reimbursement	47,304			
		1243	71100	Judicial Grants	Outside Services	47,304			increase revenue & expenditures for the STOP Violence Against Women Grant 1/1/10-12/31/10

**JEREMIAH W. (JAY) NIXON**  
Governor



Truman Building, Room 870  
Mailing Address: P.O. Box 749  
Jefferson City, MO 65102-0749  
Telephone: 573-751-4905  
FAX: 573-751-5399  
Internet Address:  
<http://www.dps.mo.gov>

**JOHN M. BRITT**  
Director

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

Ken Pearson  
Boone, County of  
801 E. Walnut  
Columbia, MO 65201

**RE: 2010 STOP Violence Against Women Act (VAWA) – Notice of Tentative Award**

Dear Mr. Pearson:

Congratulations! Your agency has been tentatively awarded **\$47,304.00** through the 2010 STOP Violence Against Women Act Program. This letter is to advise that the Review Panel for the 2010 STOP Violence Against Women Act grant met October 20-22, 2009 to evaluate the 2010 STOP Grant applications. The panel received 78 applications requesting over 3.2 million in funding.

The review panel took into consideration the geographic area served, the types of services offered, the number of victims to be served, the demonstration of need, the quality of the application, eligible costs, the funds available, and other factors in making the funding recommendations. Based on the recommendation of the review panel, your request for funding has been tentatively approved, pending revisions, for **\$47,304.00**.

Any issues/concerns noted on the enclosed Review Panel Comment Sheet must be addressed through revisions to the appropriate forms and/or narrative. The revised forms and/or revised narrative must be submitted to this office by no later than **December 18, 2009**. Failure to submit the required revisions by that date may result in the forfeiture of this funding. The award documents will be processed as soon as any required revisions are submitted to this office and approved. The final award documents, signed by the Director of the Department of Public Safety, will be mailed back to your agency upon approval of our administration. The **Compliance Seminar** will be held **January 22, 2010** via webinar. Your agency will be notified of the times at a later date.

**If you have any questions, please feel free to contact the Crime Victim Services Unit (CVSU) at 573-526-1464. Your interest in providing services to victims of crime in Missouri is greatly appreciated!**

Sincerely,

Marc Peoples, Program Manager

Enclosure

c. Deborah Daniles



Contractor Name

**Boone, County of**

Project Title

**Domestic Assault Project - Batterers' Intervention Program**

Contract Period

FROM< **01/01/10**

TO< **12/31/10**

State/Federal Funds Awarded

**\$47,304.00**


Contract Number

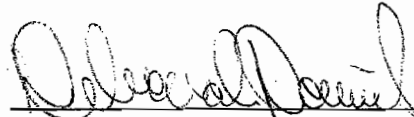
**2008-VAWA-0062**

Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Special Conditions. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

**This award is subject to Special Conditions (if the box is checked, see attached).**

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

 1/7/2010  
Authorized Official Date

 1/7/2010  
Project Director Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the authorized official of the Department of Public Safety.

\_\_\_\_\_  
Authorized Official, Department of Public Safety

**January 1, 2010**

\_\_\_\_\_  
Award Date



APPLICATION FOR FUNDING

Missouri Department of Public Safety
Office of the Director
P.O. Box 749
Jefferson City, MO 65102

1-573-751-4905
website: www.dps.mo.gov



SECTION 1 - INSTRUCTIONS
SECTION 2 - Crime Victim Services Unit (CVSU) Grant Programs
SECTION 3 - APPLICANT AGENCY
SECTION 4 - APPLICANT AUTHORIZED OFFICIAL
SECTION 5 - APPLICANT PROJECT DIRECTOR
SECTION 6 - APPLICANT FISCAL OFFICER
SECTION 7 - NON-PROFIT BOARD CHAIRPERSON (IF APPLICABLE)
SECTION 8 - PROJECT TITLE
SECTION 9 - TYPE OF APPLICATION
SECTION 10 - CURRENT CONTRACT NUMBER(S)
SECTION 11 - APPLICANT AGENCY'S FEDERAL TAX I.D. #
SECTION 12 - PROGRAM CATEGORY
SECTION 13 - CONTRACT PERIOD
SECTION 14 - TYPE OF PROJECT
SECTION 15 - PROGRAM INCOME
SECTION 16 - BUDGET
SECTION 17 - AUTHORIZED OFFICIAL'S SIGNATURE



**STOP APPLICATION SUMMARY REPORT**

Agency Name: **Boone County/13th Judicial Circuit Court**  Program Title: **Domestic Assault Project - Batterers' Intervention Program**

Authorized Official Name and Address	Project Director Name and Address	Contact Person Name and Address
Name: <u>Ken Pearson</u>	Name: <u>Judge Deborah Daniels</u>	Name: <u>Joy Rushing</u>
Address: <u>Presiding Commissioner</u> <u>801 E. Walnut</u>	Address: <u>13th Judicial Circuit Court</u> <u>705 E. Walnut</u>	Address: <u>Assistant to the Court Admin.</u> <u>705 E. Walnut</u>
City: <u>Columbia</u>	City: <u>Columbia</u>	City: <u>Columbia</u>
State/Zip: <u>65201</u>	State/Zip: <u>65201-4487</u>	State/Zip: <u>65201-4487</u>
E-Mail: <u>KPearson@boonecountymo.org</u>	E-Mail: <u>Deborah.Daniels@courts.mo.g</u>	E-Mail: <u>Joy.Rushing@courts.mo.gov</u>
Phone Number: ( <u>573</u> ) <u>886</u> - <u>4306</u>	Phone Number: ( <u>573</u> ) <u>886</u> - <u>4060</u>	Phone Number: ( <u>573</u> ) <u>886</u> - <u>4059</u>
Fax Number: ( <u>573</u> ) <u>886</u> - <u>4311</u>	Fax Number: ( <u>573</u> ) <u>886</u> - <u>4070</u>	Fax Number: ( <u>573</u> ) <u>886</u> - <u>4070</u>

STOP Program Funds Requested: \$ 47,304.00

Local Match Share Required: \$ 15,768.00

Source(s) of Local Match:  
Fees paid by program participants

Geographic Area to be Served by this Project: Boone County, Missouri

The requested STOP Program funds will be used for: (Prorate percentage of time if project covers more than one category.)

Courts  Law Enforcement  Prosecution  Victim Services Project  Other/Combination (specify) \_\_\_\_\_

% Courts  % Law Enforcement  % Prosecution  % Victim Services  %Other (specify) \_\_\_\_\_

The requested STOP Program funds will be used to:

Fund a New STOP Project  Expand/Enhance an Existing STOP Project  Continue an Existing STOP Project

The Focus of this project is on: (Check all that apply.)

Domestic Violence  Sexual Assault  Stalking  Training  Other (Please explain) \_\_\_\_\_

Indicate the anticipated number of victims to be served by this STOP funded project: 83 Total Victims of Crime  Hotline Calls

If a domestic violence shelter, indicate the anticipated number of women and children to be served, by this STOP funded project, in shelter and outreach services, the number of anticipated hotline calls and the anticipated number of bednights.

Women  Children  Hotline Calls  Bednights

If a training/technical assistance project, show the anticipated number of people and/or communities to be trained:

People  Communities

Give a brief summary of the services to be offered by this STOP Program project:

These funds will be used to subsidize the cost of a batterers' intervention program in order to enable defendants to attend the program. Fees will be charged to the participants, according to a sliding scale, based on income. Defendants in misdemeanor domestic assault cases are ordered to attend the batterers' intervention program as a part of a graduated range of sanctions that use the coercive power of the criminal justice system to hold abusers accountable for their criminal action and for changing their behavior.

**CONTRACTUAL**

PROJECT TITLE: Domestic Assault Project - Betterers' Intervention Progr

APPLICANT AGENCY: Boone County/13th Judicial Circuit Court

**INSTRUCTIONS**

- Under the **Nature of Service** column, describe the types of consultant services or contracts desired.
- Under the **Basis for Cost Estimate**, enter the total amount of time to be used and the rate of compensation per unit of time. *In the narrative under budget justification, include statements justifying the rate of compensation per unit of time and the necessity for including the costs in the project budget.*

- In the **Total Cost** column, record the costs to be calculated as follows: (amount of time) x (rate of compensation).
- A copy of any contractual agreement made as a result of an award through this grant program must be forwarded to the Department of Public Safety. Any service that **does not** have a contractual agreement cannot be listed on this page.
- Any contractual agreement entered into as a result of an award of contract by DPS must be for a time period within the contract period designated by DPS.

NATURE OF SERVICE	BASIS FOR COST ESTIMATE	TOTAL COST
Batterers' Intervention Counseling Program	\$20 per hour x 2-hour sessions x 31 participants/week x 52 weeks per year	63,072.00
State/Federal Share	\$ 47,304.00	
Local Match Share	\$ 15,768.00	
<b>TOTAL CONTRACTUAL COST</b>		<b>\$ 63,072.00</b>

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

March Session of the January Adjourned

Term. 20<sup>10</sup>

In the County Commission of said county, on the 23<sup>rd</sup> day of March 20 10

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


Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish a 2010 budget for a Domestic Assault Court Coordinator Grant:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	03451	Judicial Grants	State Grant Reimb		43,638.00
1243	10100	Judicial Grants	Salary		32,483.00
1243	10200	Judicial Grants	FICA		2,485.00
1243	10300	Judicial Grants	Health Ins		4,892.00
1243	10350	Judicial Grants	Life Ins		55.00
1243	10375	Judicial Grants	Dental Ins		367.00
1243	10325	Judicial Grants	Disability Ins		120.00
1243	10400	Judicial Grants	Workers Comp		1,446.00
1243	10500	Judicial Grants	401A Match		650.00
1243	10600	Judicial Grants	Unemployment Comp.		1,140.00

Done this 23<sup>rd</sup> day of March, 2010.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

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

Return to Auditor's Office  
Please do not remove staple.

1/1/2010  
EFFECTIVE DATE

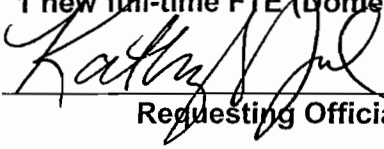
RECEIVED  
FEB 22 2010

FOR AUDITORS USE

Department				Account					BOONE COUNTY		AUDITOR		(Use whole \$ amounts)	
									Department Name	Account Name	Decrease	Increase		
1	2	4	3	0	3	4	5	1	Judicial Grants	State Grant Reimb		\$43,638.00		
1	2	4	3	1	0	1	0	0	Judicial Grants	Salary		\$32,483.00		
1	2	4	3	1	0	2	0	0	Judicial Grants	FICA		\$2,485.00		
1	2	4	3	1	0	3	0	0	Judicial Grants	Health Ins		\$4,892.00		
1	2	4	3	1	0	3	5	0	Judicial Grants	Life Ins		\$55.00		
1	2	4	3	1	0	3	7	5	Judicial Grants	Dental Ins		\$367.00		
1	2	4	3	1	0	3	2	5	Judicial Grants	Disability Ins		\$120.00		
1	2	4	3	1	0	4	0	0	Judicial Grants	Workers Comp		\$1,446.00		
1	2	4	3	1	0	5	0	0	Judicial Grants	401A Match		\$650.00		
1	2	4	3	1	0	6	0	0	Judicial Grants	Unemployment Comp.		\$1,140.00		

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

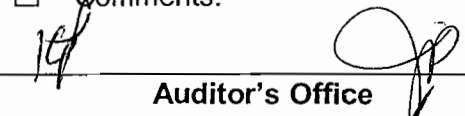
**Establish a 2010 budget for Domestic Assault Court Coordinator Grant. No County match. Grant will fund 1 new full-time FTE (Domestic Assault Court Coordinator) for 12 months in 2010.**

  
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

Agenda

  
Auditor's Office

  
PRESIDING COMMISSIONER

Absent  
DISTRICT I COMMISSIONER

  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

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

FY 2010  
Budget Amendments/Revisions  
Judicial Grants & Contracts (1243)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	2/18/2010	1243	10100	Judicial Grants	Salaries and Wages	291			
			10200	Judicial Grants	FICA	22		transfer unused salary and FICA in JABG Grant 2009 Art & Music Positions to 2010	
			3411	Judicial Grants	Federal Grant Reimbursement	313			
2	2/26/2010	1243	3411	Judicial Grants	Federal Grant Reimbursement	47,304		increase revenue & expenditures for the STOP Violence Against Women Grant 1/1/10-12/31/10	
			71100	Judicial Grants	Outside Services	47,304			
3	3/2/2010	1243	3451	Judicial Grants	State Grant Reimbursement	43,638		establish budget for Domestic Assault Court Coordinator Grant	
			10100	Judicial Grants	Salary	32,483			
			10200	Judicial Grants	FICA	2,485			
			10300	Judicial Grants	Health Insurance	4,892			
			10350	Judicial Grants	Life Insurance	55			
			10375	Judicial Grants	Dental Insurance	367			
			10325	Judicial Grants	Disability Insurance	120			
			10400	Judicial Grants	Workers Comp	1,446			
			10500	Judicial Grants	401A Match	650			
			10600	Judicial Grants	Unemployment Comp	1,140			

1243 Judicial Grants & Contracts  
 Domestic Assault Court  
 Calculations for Budget Amendment  
 January 2010 - December 2010

Position Number	Position Title	Budget Hours January-December	Hourly Rate	10100 Salary & Wages	10200 FICA	10300 Health Insurance	10325 Disability Insurance	10350 Life Insurance	10375 Dental Insurance	10400 Workers Comp	10500 401(A) Match	10600 Unemployment Comp	Total
745	Domestic Assault Court Coordinator	2080	15.616846	\$ 32,483.04	\$ 2,484.95	\$ 4,892.52	\$ 120.19	\$ 54.60	\$ 366.72	\$ 1,445.50	\$ 650.00	\$ 1,140.15	\$ 43,637.67
	Jan-Dec. 2010 Exp Estimate			<u>\$ 32,483.04</u>	<u>\$ 2,484.95</u>	<u>\$ 4,892.52</u>	<u>\$ 120.19</u>	<u>\$ 54.60</u>	<u>\$ 366.72</u>	<u>\$ 1,445.50</u>	<u>\$ 650.00</u>	<u>\$ 1,140.15</u>	<u>\$ 43,637.67</u>
2010 Budget Amendment Expenditure Amounts:													
				\$ 32,483.04	\$ 2,484.95	\$ 4,892.52	\$ 120.19	\$ 54.60	\$ 366.72	\$ 1,445.50	\$ 650.00	\$ 1,140.15	\$ 43,637.67
2010 Budget Amendment Revenue Amounts:													
				\$ 32,483.04	\$ 2,484.95	\$ 4,892.52	\$ 120.19	\$ 54.60	\$ 366.72	\$ 1,445.50	\$ 650.00	\$ 1,140.15	\$ 43,637.67

Grant Award:

January-December 2010	\$43,637.67
January - April 2011	<u>\$14,553.98</u>
Total Expenditures	\$58,191.65
Total Grant Award	<u>\$58,189.73</u>
Difference	\$ 1.92

1243 Judicial Grants & Contracts  
Domestic Assault Court  
Calculations for Budget Amendment  
January 2011- April 2011

Position Number	Position Title	Budget Hours January-April	Hourly Rate	10100 Salary & Wages	10200 FICA	10300 Health Insurance	10325 Disability Insurance	10350 Life Insurance	10375 Dental Insurance	10400 Workers Comp	10500 401(A) Match	10600 Unemployment Comp	Total
745	Domestic Assault Court Coordinator	693.32	15.616846	\$10,827.47	\$ 828.30	\$ 1,630.84	\$ 40.06	\$ 18.20	\$ 122.24	\$ 481.82	\$ 225.00	\$ 380.04	\$14,553.98
	Jan-April 2011 Exp Estimate			<u>\$10,827.47</u>	<u>\$ 828.30</u>	<u>\$ 1,630.84</u>	<u>\$ 40.06</u>	<u>\$ 18.20</u>	<u>\$ 122.24</u>	<u>\$ 481.82</u>	<u>\$ 225.00</u>	<u>\$ 380.04</u>	<u>\$14,553.98</u>
	2011 Budget Amendment Expenditure Amounts:			\$10,827.47	\$ 828.30	\$ 1,630.84	\$ 40.06	\$ 18.20	\$ 122.24	\$ 481.82	\$ 225.00	\$ 380.04	\$14,553.98
	2011 Budget Amendment Revenue Amounts:			\$10,827.47	\$ 828.30	\$ 1,630.84	\$ 40.06	\$ 18.20	\$ 122.24	\$ 481.82	\$ 225.00	\$ 380.04	\$14,553.98

Grant Award:

January-December 2010	\$43,637.67
January - April 2011	<u>\$14,553.98</u>
Total	\$58,191.65
Total Grant Award	<u>\$58,189.73</u>
Difference	\$1.92

		<b>Grant Period</b>
		<b>(16 months)</b>
<b>Salary</b>	\$2,706.92 per month	<u>\$ 43,310.72</u>

*Benefits & Taxes.* The amount for benefits and taxes is based on information provided by the County Clerk's Office. This amount covers Federal Income Tax, Social Security, Medicare, Missouri State Income Tax, Medical Insurance, Dental Insurance, and Life Insurance. The County's retirement plan is fully contributory.

**Benefit Costs**

FICA	.0765 x salary	\$ 3,313.27
Health	\$407.71 per month	\$ 6,523.36
Life	\$4.55 pr month	\$ 72.80
Dental	\$30.56 per month	\$ 488.96
Disability	.0037 x salary	\$ 160.25
Worker Compensation	.0445 x salary	\$ 1,925.16
Unemployment Compensation	.0351 x salary	\$ 1,520.21
401 A Match	\$25 per paycheck	<u>\$ 875.00</u>

**Total Benefit Costs** \$ 14,879.01

*Total Requested* \$ 58,189.73



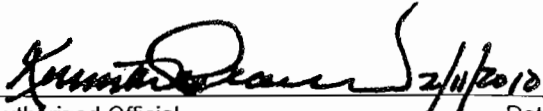



Contractor Name <b>Boone, County of</b>		
Project Title <b>Domestic Assault Court Court Coordinator - 2</b>		
Contract Period FROM< <b>01/01/10</b> TO< <b>04/30/11</b>	State/Federal Funds Awarded <b>\$58,189.73</b>	Contract Number <b>R2010-VAWA-0001</b>

Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Special Conditions. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

**This award is subject to Special Conditions (if the box is checked, see attached).**

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

  
 Authorized Official Date **2/11/2010**

  
 Project Director Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the authorized official of the Department of Public Safety.

\_\_\_\_\_  
 Authorized Official, Department of Public Safety

**January 1, 2010**  
 Award Date



7-1-2010

Contractor Name <b>Boone, County of</b>		
Project Title <b>Domestic Assault Court Court Coordinator - 2</b>		
Contract Period FROM< <b>01/01/10</b> TO< <b>04/30/11</b>	State/Federal Funds Awarded <b>\$58,189.73</b>	Contract Number <b>R2010-VAWA-0001</b>

**Office of Administration**

**Program Reporting Requirements and Certification**

In accordance with the American Recovery and Reinvestment Act of 2009 (ARRA), §3, funds made available under ARRA should be used to preserve and create jobs and promote economic recovery; assist those most impacted by the recession; provide investment needed to increase economic efficiency by spurring technological advances in science and health; invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. ARRA funds should be managed and expended so as to achieve the purposes specified as quickly as possible consistent with prudent management.

Congress has specifically mandated that all ARRA recipients that receive funds directly from the federal government must report on the use of said funds for purposes of transparency and oversight. All funds issued under ARRA are subject to unparallel scrutiny, with specific distribution and reporting requirements by the federal government and the State of Missouri.

ARRA funds are derived from a unique funding source and shall be tracked separately at all times. Accordingly, it is agreed and understood that by accepting ARRA funds through this contract that each Grantee assures that it and its subrecipient(s) will fully comply with the requirements herein and any requirements hereafter issued by the federal government or the State of Missouri for compliance with ARRA and other related federal and state laws. Further, it is understood that this contract is subject to all applicable terms and conditions of ARRA. It is anticipated that future guidance on requirements for tracking and reporting expenditures of ARRA funds will be issued by the Director of the Office of Management and Budget (OMB) or other federal agencies. Each Grantee specifically assures that it and its subrecipient(s) will comply with all such requirements as published at any time during the contract period in order to allow for the accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.

ARRA, §1512, referred to as the Jobs Accountability Act, sets forth certain reporting requirements that the State of Missouri must comply with and submit to the federal government no later than ten (10) days after the end of each calendar quarter beginning January 10, 2010. Accordingly, the Grantee assures that it and its subrecipient(s), through the Grantee, shall submit the following information in a timely manner to the State of Missouri, Department of Public Safety, no later than 5 days after the end of each calendar month, beginning on January 1, 2010:

- (1) The total amount of ARRA funds the recipient received from the State of Missouri;
- (2) The dollar amount of ARRA Funds that were expended or obligated for each project or activity;

(3) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:

- the name of the project or activity;
- a description of the project or activity;
- an evaluation of the completion status of the project or activity;
- an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- for infrastructure investments, the purpose, total cost, and rationale for funding the infrastructure investment with funds made available under ARRA, and the name of the person to contact if there are concerns with the infrastructure investment;

(4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282, hereafter referred to as the “Transparency Act”), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget; and

(5) A 2008 amendment to the Transparency Act called the “Government Funding Transparency Act of 2008” (Public Law 110-252) added a requirement to collect compensation information on certain chief executive officers (CEOs) of the recipient and subrecipient entity. Accordingly, the Grantee assures that it and its subrecipient(s) shall report required information under the Transparency Act, including, but not limited to:

- The name of the entity receiving the award;
- The amount of the award;
- The transaction type;
- The funding agency;
- The Catalog of Federal Domestic Assistance number;
- The program source;
- The location of the entity receiving the award, including four data elements for the city, State, Congressional district, and country;
- The location of the primary place of performance under the award, including four data elements the city, State, Congressional district, and country;
- A unique identifier of the entity receiving the award;
- A unique identifier for the parent entity for the recipient, should the recipient be owned by another entity; and
- The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.

Standard data elements and federal instructions for use in complying with reporting requirements under §1512, ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov).

### **Buy American**

In accordance with ARRA, §1605, the Grantee assures that it and its subrecipient(s) will not use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Grantee understands that this

requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, §1605.

### **Wage Rate Requirements**

In accordance with ARRA, §1606, the Grantee assures that it and its subrecipient(s) shall fully comply with said section in that notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

### **Whistleblower Protection**

In accordance with ARRA, §1553, the Grantee assures that it and its subrecipient(s) shall fully comply with said section, including, but not limited to, assuring that its employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal government or any representative thereof, the State of Missouri, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to this contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the Grantee assures that it and its subrecipient(s) shall post notice of the rights and remedies provided in ARRA, §1553.

### **Inspection of Documents**

In accordance with ARRA, §§902, 1514 and 1515, the Grantee assures that it and its subrecipient(s) will cooperate with any representative of the State of Missouri, Comptroller General, or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) in the examination of its records that pertain to, and involve transactions relating to this contract, and agrees that it and its personnel can be interviewed by said entities regarding this contract and related program.

### **Additional Restrictions of ARRA Funds**

In accordance with ARRA, §1602, the Grantee assures that it and its subrecipient(s) will give preference to activities, funded by ARRA for infrastructure investment, that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the enactment of ARRA and in a manner that will maximize job creation and economic benefit.

In accordance with ARRA, §1604, the Grantee assures that it and its subrecipient(s) shall not use ARRA funds for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.

In accordance with ARRA, §1554, Grantee assures to the maximum extent possible that it and its subrecipient(s) will award contracts funded in whole or in part with ARRA funds as fixed-price contracts through the use of competitive procedures. It will also provide a summary to the State of Missouri, Department of Public Safety, of any said contract awarded by the Grantee or its subrecipient(s) that is not fixed-price and

not awarded using competitive procedures for posting in a special section of the website established in ARRA, §1526.

In accordance with ARRA, §1609, the Grantee assures that it and its subrecipient(s) will comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended. (42 U.S.C. 4371, *et seq.*). The Grantee assures that it and its recipient(s) will submit information on the status and progress of those projects and activities using ARRA funds subject to NEPA pursuant to any requirements of the Council on Environmental Quality (CEQ) and OMB.

In accordance with ARRA, §1512(h), the Grantee assures that it and its subrecipient(s) (first-tier) shall register in the Central Contractor Registration (CCR) database at [www.ccr.gov](http://www.ccr.gov), and maintain current registration at all time during the pendency of this contract. In order to register in CCR, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See [www.dnb.com](http://www.dnb.com).

### **Employment of Unauthorized Aliens Prohibited**

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

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

### **Enforceability**

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

  
Authorized Official      2/11/2010  
Date

  
Project Director      2/16/2010  
Date

**Recovery VAWA CERTIFIED ASSURANCES and SPECIAL CONDITIONS**

**AGENCY NAME:** Boone, County of

**PROJECT TITLE:** Domestic Assault Court Court Coordinator - 2

**The Subgrantee is subject to compliance with the following assurances and conditions:**

**Laws, Orders, Circulars and Regulations:**

The Subgrantee agrees to comply, and assure that all its subcontractors will comply, with the applicable provisions of Sections 2001 through 2006 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended by Title IV, section 40121 of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322; the Violence Against Women Act of 2000, P.L. 106-386, the Reauthorized Violence Against Women Act of 2005, P.L. 109-162; the applicable Program Guidelines and Regulations; the Missouri Department of Public Safety STOP VAWA Request for Proposal and Application Packet for the specified contract period; the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide; and all other applicable federal and State laws, orders, circulars or regulations as they pertain to the use of STOP VAWA and match funds.

Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes: (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award. In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office On Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award. It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

**Services to Victims of Domestic and/or Sexual Violence, their children and Batterer Intervention Programs:**

The Subgrantee, if providing services to victims of domestic and/or sexual violence, their children and Batterer Intervention Programs through this contract, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence Service Standards and Guidelines for Domestic Violence Programs, Sexual Violence Programs and/or Batterer Intervention Programs, as they relate to the provision of services required herein.

**Civil Rights Information:**

The Subgrantee agrees to collect and maintain information on race, sex, national origin, age, and disability of recipients of assistance, where such information is voluntarily furnished by those receiving assistance.

**Coordination of Activities:**

The Subgrantee shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.

**Non-Supplantation:**

The Subgrantee assures that federal funds made available will not be used to supplant state and local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities of this project (Supplanting does not apply to non-profit organizations).

**Data Collection:**

The Subgrantee assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Department of Justice, Office of Justice Programs.

**Audit Requirement:**

An audit is required for the **Agency** fiscal year when **FEDERAL** financial assistance (which consists of **ALL** funds received the Federal Government or federal funds passed through state agencies), of \$500,000 or more is expended by the applicant agency. If an audit is required, applicant assures that such audit will be submitted to the MO Dept. of Public Safety, Office of the Director. If applicant receives multiple grants through the MO Dept. of Public Safety and a current audit has already been submitted, a letter from applicant with the corresponding audit dates can be submitted in lieu of a copy of the audit.

**Generated Income:**

The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be shown on the monthly report.

**Timesheets Requirement:**

The applicant assures that, all project personnel funded through the STOP grant (federal or local funds) will maintain timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to DPS personnel upon request.

**Access to Records:**

The Subgrantee authorizes the Missouri Department of Public Safety and/or the Office on Violence Against Women and/or the Office of the Comptroller, and its representatives, access to and the right to examine all records, books, paper or documents related to this grant.

**Equal Employment Opportunity Program:**

The Subgrantee assures that, if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 CFR 42.301-308 et.seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEO on file that meets the requirements therein.

**Drug-Free Workplace Act of 1988:**

The Subgrantee assures that it will comply, and all its subcontractors will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

**Lobbying:**

Subgrantee understands and agrees that it cannot use any federal or state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

Applicants for DPS awards with total costs expected to exceed \$100,000 are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-appropriated funds for such purposes, and (3) they will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and obtain necessary certifications from those consortium participants and contractors.

DPS appropriated funds may not be used to pay the salary or expenses of an employee of a grantee, consortium participant, or contractor or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

**Discrimination Prohibited:**

The Subgrantee assures that it will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (c), or the Victims of Crime Act (as applicable) which prohibits discrimination in federally funded programs on the basis of race, color, national origin, religion or sex not only in respect to employment practices but also in the delivery of services or benefits; Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, or nation origin (includes limited English proficiency – LEP) in federally funded programs; Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in federally funded programs on the basis of disability; Subtitle A, Title II of the Americans with Disability Act (ADA) (1990) which prohibits discrimination on the basis of disability; Title IX of the Education Amendments of 1972 which prohibits discrimination in federally funded programs on the basis of sex; the Age Discrimination Act of 1975 which prohibits discrimination in federally funded programs on the basis of age; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination 28 CFR Part 35 and Part 39.

The Subgrantee assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), age, disability or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights (OCR) of the Office of Justice Programs, U.S. Department of Justice for review.

**Limited English proficiency (LEP):**



The Subgrantee assures that, in accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents.

**Faith-based Organizations:**

Such organizations applying for and receiving federal funds must ensure that services are offered to all crime victims without regard to religious affiliation, that federal funds are not used for inherently religious activities – that these activities must be held separately from the federally funded activities and that the receipt of services is not contingent upon participation in a religious activity or event.

**Historic Preservation Act:**

Subgrantees must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.

**Fair Labor Standards Act:**

All recipients of federal funds will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

**Injury or Damage:**

The Subgrantee agrees that they will be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the Subgrantee on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the Subgrantee's performance under the contract, the Subgrantee assumes the obligation to save the Department of Public Safety (DPS) and the Office of the Director, including its officers, employees and representatives, harmless and to indemnify DPS and the Office of the Director, including its officers, employees and representatives, from every expense, liability or payment arising out of such negligent act. The Subgrantee also agrees to hold DPS and the Office of the Director, including its officers, employees and representatives, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Subgrantee under the terms of the contract.

**Printed Materials:**

All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. \_\_\_\_\_ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.

**Relationship:**

The Subgrantee agrees that they will represent themselves to be an independent Subgrantee offering such services to the general public and shall not represent themselves or their employees to be employees of the Office of the Director or the Department of Public Safety. Therefore, the Subgrantee shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agree to indemnify, save, and hold the Office of the Director and the Department of Public Safety, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

**Law Enforcement Certification:**

1. If the Subgrantee is a law enforcement agency, the Subgrantee assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that "any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety or criminal justice purposes."

2. The applicant assures that, if this project is intended for law enforcement agency, such agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting. Section 43.505, subsection 3, states that "Every law enforcement agency in the state shall:

A) Submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department; and

B) Submit any other crime incident information which may be required by the Department of Public Safety."



Section 43.505, subsection 4 states "Any law enforcement agency that violates this section may be ineligible to receive state or federal funds which would otherwise be paid to such agency for law enforcement, safety or criminal justice purposes."

3. The applicant assures that, if the project is intended for law enforcement agency, such agency is in compliance with the provisions of Section 590.650, RSMO relating to racial profiling. Failure to comply with these statutory provisions may result in the withholding of funds to the noncompliant law enforcement agency.

**Criminal or Civil Filings:**

The Subgrantee assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration, or service of a protection order or a petition for a protection order, to protect a victim of domestic violence, stalking or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, or service of a warrant, protection order, petition for a protection order or witness subpoena, whether issued inside or outside this state.

**Forensic Medical Exams:**

To the extent funds are not available from other sources, the state, must incur the full out-of-pocket cost of forensic medical exams for victims of sexual assault. No State, territory, Indian tribal government, unit of local government, or another governmental entity shall require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, reimbursement for charges incurred on account of such an exam, or both.

**Polygraph/Voice Stress Analysis:**

No prosecuting or circuit attorney, peace officer, governmental official, or employee of a law enforcement agency shall request or require a victim of sexual assault under section 566.040 or forcible rape under section 566.030 to submit to any polygraph test or psychological stress evaluator exam as a condition for proceeding with a criminal investigation of such crime.

**Court Records:**

After August 28, 2007, any information contained in any court record, whether written or published on the Internet, that could be used to identify or locate any victim of sexual assault, domestic assault, stalking, or forcible rape shall be closed and redacted from such record prior to disclosure to the public. Identifying information shall include the name, home or temporary address, telephone number, social security number or physical characteristics.

**Victims' Rights Compliance:**

The Subgrantee assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo**. (These eligible direct victim services do not include general witness assistance).

**Consultation with Victim Services:**

Prosecution, law enforcement and court based applicants must consult with tribal, territorial, State, or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.

**Nondisclosure of confidential or Private Information:**

Subgrantees may not disclose personally identifying information about victims served with OVW STOP funds without a written release unless the disclosure of the information is required by a statute or court order. This applies whether the information is being requested for an OVW grant program or another Federal agency, state, tribal, or territorial grant program. This provision also limits disclosures by OVW Subgrantees to OVW grantees, including disclosures to statewide or regional databases.

**Criminal Activity:**

The Subgrantee assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

**Renewal:**

An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

**Fund Availability:**

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

**Match:**

State and local units of government are required to provide 25% of the total project cost as match. Match may be provided in the form of cash or in-kind match. All funds designated as match are restricted to the same uses as the STOP program funds and must be expended within the grant period. Match must be provided on a project-by-project basis. Matching funds are not required for any victim service provider; however, victim service providers may voluntarily provide match on the STOP grant.

**RECOVERY ACT – Conflict with Other Standard Terms and Conditions:**

The subgrantee understands and agrees that all other terms and conditions contained in this award, or in applicable DPS grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA” or “Recovery Act”) requirements. Recipients are responsible for contacting DPS for any needed clarifications.

**RECOVERY ACT: One Time Funding**

One-time funding the subgrantee understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional DPS funding.

**RECOVERY ACT: Tracking Information**

The subgrantee agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DPS award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the subgrantee and all subrecipients must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The subgrantee further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.

**RECOVERY ACT - Monthly Financial Reports :**

The subgrantee agrees to submit monthly financial status reports to DPS. At present, these reports are to be submitted by mail using DPS approved expenditure form, not later than the 5<sup>th</sup> of each month. The subgrantee understands that after June 5, 2011, DPS will not accept any expenditure for this award.

**RECOVERY ACT – Reporting and Registration Requirements under Section 1512 of the Recovery Act. :**

This award requires the subgrantee to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

The reports are due no later than five calendar days after each calendar month in which the subgrantee receives the assistance award funded in whole or in part by the Recovery Act.

Recipients must maintain current registrations in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.

The subgrantee shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided by DPS and ensure that any information that is pre-filled is corrected or updated as needed.

**RECOVERY ACT – Provisions of Section 1512(c) the recipient understands that section 1512(c) of the Recovery Act provides as follows:**

Subgrantee Reports- Not later than 5 days after the end of each calendar quarter, each subgrantee that received recovery funds from a Federal agency shall submit a report to that DPS that contains-

- (1) The total amount of recovery funds received from that agency;
- (2) The amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) A detailed list of all projects or activities for which recovery funds were expended or obligated, including-
  - (A) The name of the project or activity;
  - (B) A description of the project or activity;
  - (C) An evaluation of the completion status of the project or activity;
  - (D) An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
  - (E) For infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the subgrantee to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

**RECOVERY ACT – Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct:**

The subgrantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Recovery Act funds under 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 involving Recovery Act funds. This condition also applies to any subrecipients.

Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –

Mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

E-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

Hotline: (contact information in English and Spanish): (800) 869-4499

Or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig) .

**RECOVERY ACT – Limit on Funds (Recovery Act, section 1604):**

The subgrantee agrees that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**RECOVERY ACT – Buy American Notification (Recovery Act, section 1605):**

The subgrantee understands that this award is subject to the provisions of section 1605 of the Recovery Act (“Buy American”). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the subgrantee provides advance written notification to the DPS and OJP, and a Grant Adjustment Notice is issued that modifies this special condition to add government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.

Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

For purposes of this special condition, the following definitions apply:

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been-

Processed into a specific form and shape; or

Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbons, and may include other elements.

For purposes of DPS grants, projects involving construction, alteration, maintenance, or repair of jails, detention facilities, prisons, public crime victims’ shelters, police facilities, or other similar projects will likely trigger this provision.

NOTE: The subgrantee is encouraged to contact the DPS program manager – in advance – with any questions concerning this condition, including its applicability to particular circumstances.

#### **RECOVERY ACT - Whistleblower Protection:**

In accordance with ARRA, §1553, the Subrecipient(s) assures shall fully comply with said section, including, but not limited to, assuring that its employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the federal government or any representative thereof, the State of Missouri, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to this contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the subrecipient(s) assures that it shall post notice of the rights and remedies provided in ARRA, §1553.

#### **RECOVERY ACT – Wage Rate Requirements under Section 1606 of the Recovery Act:**

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

#### **RECOVERY ACT – NEPA and Related Laws:**

The subgrantee understands that all OVW awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subgrantee agrees to assist OVW in carrying out its responsibilities under NEPA and related laws, if the subgrantee plans to use Recovery Act funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The subgrantee also agrees to comply with all Federal,

State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

**RECOVERY ACT – Misuse of Award Funds:**

The subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

**RECOVERY ACT -Employment of Unauthorized Aliens Prohibited:**

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

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

**RECOVERY ACT – Enforceability:**

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

**RECOVERY ACT – Additional Requirements and Guidance:**

In accordance with ARRA, §1602, the subrecipient(s) assures that it will give preference to activities, funded by ARRA for infrastructure investment, that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the enactment of ARRA and in a manner that will maximize job creation and economic benefit.

In accordance with ARRA, §1554, subrecipient(s) assures to the maximum extent possible that it will award contracts funded in whole or in part with ARRA funds as fixed-price contracts through the use of competitive procedures. It will also provide a summary to the State of Missouri, Department of Public Safety of any said contract awarded by the Grantee or its subrecipient(s) that is not fixed-price and not awarded using competitive procedures for posting in a special section of the website established in ARRA, §1526.

In accordance with ARRA, §1609, the subrecipient(s) assures that it will comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended. (42 U.S.C. 4371, *et seq.*). The subrecipient(s) assures that it will submit information on the status and progress of those projects and activities using ARRA funds subject to NEPA pursuant to any requirements of the Council on Environmental Quality (CEQ) and OMB.

The subgrantee agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP or DPS (including government-wide) guidance and clarifications of Recovery Act requirements.

**Termination of Award:**

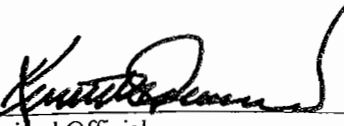
The Missouri Department of Public Safety, Office of the Director reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the Subgrantee. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subgrantee under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The Subgrantee shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

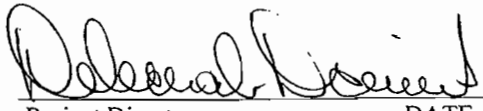
**Annual Performance Report:**

The Subgrantee agrees to provide information on the activities supported and an assessment of the effects that the STOP funds have had on violence against women for a one year period January 1 through December 31. This information will be submitted electronically through the use of the Annual Progress Report no later than January 31<sup>st</sup> of each year.

21-201

The Subgrantee hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.

  
\_\_\_\_\_  
Authorized Official                      2/16/2010  
DATE

  
\_\_\_\_\_  
Project Director                      DATE  
2-9-2010

JEREMIAH W. (JAY) NIXON  
Governor



Truman Building, Room 870  
Mailing Address: P.O. Box 749  
Jefferson City, MO 65102-0749  
Telephone: 573-751-4905  
FAX: 573-751-5399  
Internet Address:  
<http://www.dps.mo.gov>

JOHN M. BRITT  
Director

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

February 3, 2010

Deborah Daniels  
Boone, County of  
705 E. Walnut  
Columbia, MO 65201

RE: Domestic Assault Court Court Coordinator - 2, R2010-VAWA-0001

Dear Ms. Daniels:

Enclosed you will find the following documents necessary to accept the **2010 Recovery STOP Violence Against Women Act (VAWA)** Grant contract for the above referenced project:

- **2 copies of the Recovery VAWA Award of Contract** - to accept this award, it will be necessary for both you and the Authorized Official to sign (original, ink signature) all the enclosed Award of Contract documents.
- **2 copies of the Recovery VAWA Certified Assurances and Special Conditions** - to accept this award, it will be necessary for both you and the Authorized Official to sign (original, ink signature) all the enclosed Certified Assurances and Special Conditions documents.
- **Vendor ACH/EFT Verification/Application** –
  - If you currently have your DPS grant payments electronically deposited, please complete the verification form attached to the Vendor ACH/EFT application form.
  - If you currently do not have your VAWA grant payments electronically deposited and you are eligible you will begin receiving ACH/EFT payment. Please complete the Vendor ACH/EFT application form.

Please return **both** copies of the Award of Contract, the Certified Assurances and Special Conditions and the Vendor ACH/EFT verification form or application to our office no later than ~~January 3, 2010~~.

If approved by the Director of the Department of Public Safety, signed copies of the award documents will be returned to you for your records at the compliance seminar. **The 2010 Recovery VAWA Compliance Seminar will be held Monday, February 1, 2010 via webinar. You will be notified of the times at a later date.** Please note that the award process is not complete until all required paperwork with appropriate signatures and data is received and approved by the Director of the Department of Public Safety. The Department of Public Safety reserves the right to withhold or deny funding if all procedures are not completed in a timely manner. **The approved contract period for this project is January 1, 2010 to April 30, 2011. Expenses incurred outside of this period are not eligible for reimbursement.**

At the end of each month beginning January 2010, you will receive a Monthly Report of Expenditures/Request for Reimbursement and Detail of Expenditures forms. These forms must be completed and returned to the above address by the 5th of the following month. These forms **must be completed even if no expenditures were made** and reimbursement is not requested. Reports that are received late will not be processed until the following month. Failure to submit the monthly report will be documented as an issue of noncompliance.

Congratulations on being selected to receive a 2010 Recovery Violence Against Women Act Grant Award of Contract. We look forward to working with you and your organization to improve the services for victims of crime in the State of Missouri.

Sincerely,

A handwritten signature in cursive script that reads "Marc Peoples".

Marc Peoples, Program Manager

cc: File R2010-VAWA-0001  
Ken Pearson

Enclosures



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

March Session of the January Adjourned

Term. 2010

County of Boone

} ea.

In the County Commission of said county, on the

23<sup>rd</sup>

day of

March

20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase the budget to cover property insurance allocation:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2120	71004	Fairground Maint Fund	Property Insurance		522.00

Done this 23<sup>rd</sup> day of March, 2010.

ATTEST:

Wendy S. Noren KS  
Wendy S. Noren  
Clerk of the County Commission

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

To: County Clerk's Office

Comm Order # 158-2010

Return to Auditor's Office

Please do not remove staple.

## BOONE COUNTY, MISSOURI

2/24/2010

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Decrease	Increase	
2	1	2	0	7	1	0	0	4	Fairground Maint Fund	Property Insurance		522 ✓

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **to increase budget to cover property insurance allocation.**

*icf*  
 Requesting Official

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

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

*agenda*

*[Signature]*  
 Auditor's Office

*[Signature]*  
 PRESIDING COMMISSIONER

*Absent*  
 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.

Year, 2010  
 Dept, 2120 FAIRGROUND MAINTENANCE FUND  
 Acct, 71004 PROPERTY INSURANCE  
 Fund, 212 FAIRGROUND MAINTENANCE FUND

Original Appropriation, 8,600.00  
 Revisions, \_\_\_\_\_  
 Original, + Revisions, 8,600.00  
 Expenditures, \_\_\_\_\_  
 Encumbrances, \_\_\_\_\_  
 Actual To Date, \_\_\_\_\_  
 Remaining Balance, 8,600.00  
 Shadow Balance, 8,600.00

Class/Account, A ACCOUNT  
 Account Type, E EXPENSE  
 Normal Balance, D DEBIT

Expenditures by Period

January \_\_\_\_\_  
 February \_\_\_\_\_  
 March \_\_\_\_\_  
 April \_\_\_\_\_  
 May \_\_\_\_\_  
 June \_\_\_\_\_

July \_\_\_\_\_  
 August \_\_\_\_\_  
 September \_\_\_\_\_  
 October \_\_\_\_\_  
 November \_\_\_\_\_  
 December \_\_\_\_\_

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

Amt. Budgeted 8600 —  
 Amt. of charges <9121.89>  
 Amt. of Budget shortage <521.89>

**Boone County Property Allocation by Fund - For 2010 Premium  
Based on MOPERM "2010 Schedule of Total Property Insured Values"**

Fund	Building	Building	Contents	EDP	Fairgrounds		Condo Board		
		Value	Value	Value	Building	Contents	Building	Contents	
		Value	Value	Value	Value	Value	Value	Value	
100	Coliseum (Fairgrounds)	2,520,000	168,000	0	2,520,000	168,000	-	-	
100	Concession	46,200	0	0	46,200	0	-	-	
100	Concession	46,200	0	0	46,200	0	-	-	
100	Concession	46,200	0	0	46,200	0	-	-	
100	Concession	46,200	0	0	46,200	0	-	-	
100	Concession	46,200	0	0	46,200	0	-	-	
100	Horse Barn	202,650	0	0	202,650	0	-	-	
100	Horse Barn	202,650	0	0	202,650	0	-	-	
100	Horse Barn	202,650	0	0	202,650	0	-	-	
100	Horse Barn	202,650	0	0	202,650	0	-	-	
100	Livestock Barn	81,900	0	0	81,900	0	-	-	
100	Livestock Barn	81,900	0	0	81,900	0	-	-	
100	Livestock Barn	81,900	0	0	81,900	0	-	-	
100	Restrooms	57,960	0	0	57,960	0	-	-	
100	Restrooms	57,960	0	0	57,960	0	-	-	
100	Restrooms	113,400	0	0	113,400	0	-	-	
100	Shelter	6,825	0	0	6,825	0	-	-	
100	Shelter	13,650	0	0	13,650	0	-	-	
100	Show Place	226,800	0	0	226,800	0	-	-	
100	Shower House	60,480	0	0	60,480	0	-	-	
100	Shower House	60,480	0	0	60,480	0	-	-	
100	Fairgrounds Elec Lights & Light Poles	52,500	0	0	52,500	0	-	-	
100	Centralia Health Clinic	834,960	28,000	0	-	-	-	-	
100	Courthouse	42,000,000	3,320,000	2,254,216	-	-	-	-	
100	Government Center	9,429,210	1,156,000	1,500,000	-	-	-	-	
100	Jail	17,640,000	1,120,000	1,000,000	-	-	-	-	
100	Johnson Building	1,223,355	445,300	500,000	-	-	-	-	
100	New Juvenile Justice Center	2,959,215	258,700	0	-	-	-	-	
100	Realty House	1,855,875	165,100	0	-	-	-	-	
100	Courthouse Square	790,037	0	0	-	-	-	-	
100	County/City Health Department	6,295,695	0	0	-	-	6,295,695	0	
100	Alternative Sentencing Bldg - 607 E Ash	787,920	75,000	0	-	-	-	-	
100	Johnston Paint Bldg - 613 East Ash	719,250	50,000	0	-	-	-	-	
100	IV-D/Law Office - 605/609 East Walnut	1,333,500	0	0	-	-	-	-	
100	Lifestyles Building - 101 North 7th St.	1,284,150	50,000	0	-	-	-	-	
100	Sheriff Substation North - Zumwalt Rd	42,000	25,000	0	-	-	-	-	
100	Sheriff Substation South	0	25,000	0	-	-	-	-	
100	Sapp Metal Bldg (arena)	0	0	0	0	-	-	-	
		<u>91,652,522</u>	<u>6,886,100</u>	<u>5,254,216</u>	<u>4,457,355</u>	<u>168,000</u>	<u>6,295,695</u>	<u>0</u>	
	Percent allocated to fund 100	96.83%	89.56%	85.57%	Pro-rata %:	4.71%	2.18%	6.65%	0.00%
					Premium Amt	186,576.00	15,371.00	186,576.00	15,371.00
					Pro-rata				
					Premium				
					Amt.:	8,786.05	335.84	12,409.66	-
204	Asphalt Storage	305,760	0	70,000					
204	Garage	99,960	78,400	1,200					
204	Public Works	1,277,010	724,600	797,508					
204	Snow & Ice Storage	1,298,850	0	17,000					
204	Sign Shop	20,000	0	0					
		<u>3,001,580</u>	<u>803,000</u>	<u>885,708</u>					
	Percent allocated to fund 204	3.17%	10.44%	14.43%	Combined Total:	<u>9,121.89</u>		<u>12,409.66</u>	
					MOPERM	P2010-032	Buildings	186,576.00	
							Contents	15,371.00	
							EDP Equipment	12,339.00	
							Contractor Equipment	9,400.00	
							Other Equipment	590.00	
							Valuable Papers	1,936.00	
							Fine Arts	194.00	
							Boiler & Machinery	Included	
							Total	<u>226,406.00</u>	
					108,463,126				
	Total percent	100.00%	100.00%	100.00%					
	Limit per MOPERM Statement of Values	<u>94,654,102</u>	<u>7,689,100</u>	<u>6,139,924</u>					
	Difference	<u>0</u>	<u>0</u>	<u>0</u>					

**From:** Nikki Martin  
**To:** June Pitchford; Susan Wells  
**CC:** Caryn Ginter; Kristen Pettit  
**Date:** 2/24/2010 1:39 PM  
**Subject:** Re: Insurance for Condo Board and Fairgrounds; 2045 vehicles

June,  
 Thanks for the information on this. I will handle invoicing the condo board for their portion of the premium. Let me know if there is anything else I need to do.  
 Thank you  
 Nikki

>>> June Pitchford 2/24/2010 1:24 PM >>>  
 Nikki and Susan: *pd 2/22/10*

Regarding the charge-back of insurance to the Fairgrounds Maintenance Fund: Kristen will prepare the J/E. (Kristen- #2120 does not have sufficient budget in class 7, so a budget adjustment will be required.)

*71004 8600.00 + 522.00 = 9122.00*

As to invoicing the Condo board: will one of you handle this? Please see xls below for the amount. (Cells N49, O49, Q49, and R49 had last year's premium amount. I put a formula in the cells so that they will reflect the current premium and calculate the correct amount for the Condo Board, \$12,409.66.)

Beginning in FY 2010, the vehicle insurance costs are to be split-out between 2040 and 2045. The FY10 budget includes \$ 2,434 in 2045-71001 and \$4,766 in 2045-71002 in addition to the amounts budgeted in 2040. I don't think you were aware of this change and it appears that all of the premium was coded to 2040 when the invoice was paid earlier this month. Caryn will follow-up with you regarding the correcting J/E. Would you please make this change to next year's allocation xls?

Thanks,  
 June

## Fund Statement - Fairground Maintenance Fund 212 (Nonmajor)

	2008 Actual	2009 Budget	2009 Projected	2010 Budget
<b>REVENUES:</b>				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	57,000	19,005	19,005	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	9,261	-	1,147	-
Hospital Lease	-	-	-	-
Other	11,598	16,220	18,219	49,916
<b>Total Revenues</b>	<u>77,859</u>	<u>35,225</u>	<u>38,371</u>	<u>49,916</u>
<b>EXPENDITURES:</b>				
Personal Services	-	-	-	-
Materials & Supplies	599	-	182	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	151,995	8,697	8,697	9,122
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	57,000	19,005	19,005	-
Fixed Asset Additions	1,500	254,941	256,700	40,000
<b>Total Expenditures</b>	<u>211,094</u>	<u>282,643</u>	<u>284,584</u>	<u>49,122</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(133,235)</b>	<b>(247,418)</b>	<b>(246,213)</b>	<b>794</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)</b>	<b>(133,235)</b>	<b>(247,418)</b>	<b>(246,213)</b>	<b>794</b>
<b>FUND BALANCE (GAAP), beginning of year</b>	<b>395,754</b>	<b>262,519</b>	<b>262,519</b>	<b>16,306</b>
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
<b>FUND BALANCE (GAAP), end of year</b>	<u><b>\$ 262,519</b></u>	<u><b>\$ 15,101</b></u>	<u><b>\$ 16,306</b></u>	<u><b>\$ 17,100</b></u>
<b>FUND BALANCE RESERVES AND DESIGNATIONS, end of year</b>				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	-	-	-
Designated:				
Capital Project and Other	-	-	-	-
<b>Total Fund Balance Reserves and Designations, end of year</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCE, end of year</b>	<b>262,519</b>	<b>15,101</b>	<b>16,306</b>	<b>17,100</b>
<b>FUND BALANCE RESERVES/DESIGNATIONS, end of year</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>UNRESERVED/UNDESIGNATED FUND BALANCE, end of year</b>	<u><b>\$ 262,519</b></u>	<u><b>\$ 15,101</b></u>	<u><b>\$ 16,306</b></u>	<u><b>\$ 17,100</b></u>

3/3/2010

FY 2010  
Budget Amendments/Revisions  
Fairground Maintenance Fund (2120)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	2/3/2010	2120	91200	Fairgrounds Maintenance	Building & Improvements	40,000		reimbursement grant expenditures for equestrian arena repairs	
2	3/2/2010	2120	71004	Fairground Maintenance	Property Insurance	522		cover property insurance allocation	