

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

August Session of the July Adjourned

Term. 20 26

In the County Commission of said county, on the

20th

day of August

20 26

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

Now on this day, the County Commission of the County of Boone does hereby extend the Stormwater Security Agreement and Erosion and Sediment Control Cash Deposit between the County of Boone and MBK Investments, LLC. The terms of the agreement are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 20th day of August, 2026.

ATTEST:

Brianna L. Lennon SEO

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Boone County

Resource Management

Planning | Inspection | Engineering | Stormwater | Wastewater

To: Boone County Commission

From: Nicki Rinehart, Stormwater Coordinator

Subject: ACCEPTANCE OF STORMWATER SECURITY AGREEMENT EXTENSION AND EROSION AND SEDIMENT CONTROL CASH DEPOSIT FOR ROCK BRIDGE BUSINESS PARK

Date: 11 August 2026

The purpose of this memo is to request the acceptance of the Stormwater Security Agreement Extension and Erosion and Sediment Control Cash Deposit for Rock Bridge Business Park.

The Cash Deposit was issued by MBK Investments, LLC in the amount of \$226,518.53. Said Cash Deposit was issued on behalf of MBK Investments, LLC for construction of three commercial buildings, associated infrastructure, and storm drainage facilities located at S. Providence Rd. Construction is expected to be completed in four months.

EXTENSION AGREEMENT NO. 3
\$26,518.53 Cash Deposit – Rock Bridge Business Park

THIS AGREEMENT, effective August 8, 2026, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and MBK Investments, LLC herein “Developer.”

WHEREAS, Developer is constructing a commercial development, Rock Bridge Business Park, herein “Project”; and

WHEREAS, Developer has issued a Cash Deposit to the County, dated August 9, 2022, in the amount of \$26,518.53, to secure stormwater improvements associated with the development; and

WHEREAS, said Cash Deposit contemplates that the parties may agree to extend the expiration date of the Cash Deposit, which currently expires on August 8, 2026; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Cash Deposit to August 8, 2027.

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

1. Commission Order 416-2022 and the Stormwater Erosion and Sediment Control Security Agreement dated August 8, 2022, approving infrastructure security in the form of a Cash Deposit in the amount of \$26,518.53, with an expiration date of August 8, 2024, is attached hereto and incorporated herein by reference.
2. Commission Order 406-2024 and the Extension Agreement dated August 31, 2024, approving extension of the Cash Deposit in the amount of \$26,518.53, to August 8, 2025, is attached hereto and incorporated herein by reference.
3. Commission Order 397-2025 and the Extension Agreement dated August 8, 2025, approving extension of the Cash Deposit in the amount of \$26,518.53, to August 8, 2026, is attached hereto and incorporated herein by reference.
4. The parties mutually agree to extend the August 8, 2022 Cash Deposit such that the new expiration date will be August 8, 2026.
5. All other terms of the Stormwater Erosion and Sediment Control Security Agreement dated August 8, 2022, and attachments thereto shall remain unchanged and in full effect.

6. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.
SO, AGREED.

ROCK BRIDGE BUSINESS PARK:

By:



Printed Name: MATT KELLY

Title: MEMBER

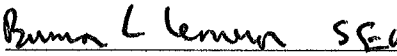
BOONE COUNTY:

By:



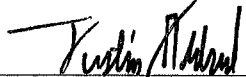
Kip Kendrick, Presiding Commissioner

ATTEST:

 SEO

Brianna L. Lennon, County Clerk

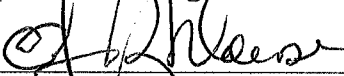
APPROVED BY:



Interim Director

Boone County Resource Management

Approved as to legal form:



Charles J. Dykhouse, County Counselor

397 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the

14th

day of August

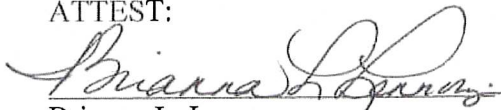
20 25

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

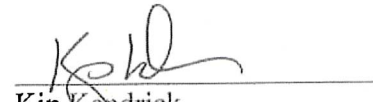
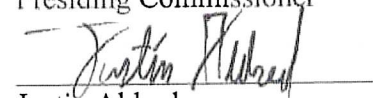
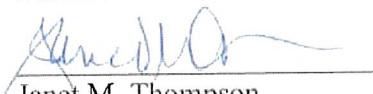
Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Cash Deposit between the County of Boone and MBK Investments, LLC. The terms of the agreement are set out in the attached contract and the Presiding Commissioner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

Done this 14th day of August 2025.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


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

EXTENSION AGREEMENT
\$26,518.53 Cash Deposit – Rock Bridge Business Park

THIS AGREEMENT, effective August 8, 2025, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and MBK Investments, LLC herein “Developer.”

WHEREAS, Developer is constructing a commercial development, Rock Bridge Business Park, herein “Project”; and

WHEREAS, Developer issued a Cash Deposit to the County, dated August 9, 2022, in the amount of \$26,518.53, to secure stormwater improvements associated with the development; and

WHEREAS, said Cash Deposit contemplates that the parties may agree to extend the expiration date of the Cash Deposit, which currently expires on August 8, 2024; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Cash Deposit to August 8, 2026.

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

1. Commission Order 416-2022 and the Stormwater Erosion and Sediment Control Security Agreement dated August 8, 2022, approving infrastructure security in the form of a Cash Deposit in the amount of \$26,518.53, with an expiration date of August 8, 2025, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the August 8, 2022 Cash Deposit such that the new expiration date will be August 8, 2026.
3. All other terms of the Stormwater Erosion and Sediment Control Security Agreement dated August 8, 2022, and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

ROCK BRIDGE BUSINESS PARK:

By:



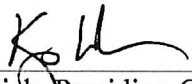
Printed Name: MATT KELLY

Title: MEMBER

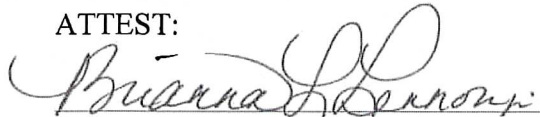
BOONE COUNTY:

Commission Order: 416-2022

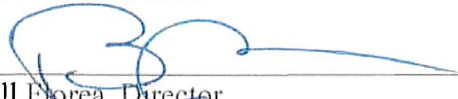
By:


Kip Kendrick, Presiding Commissioner

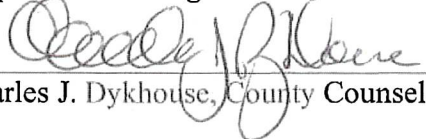
ATTEST:


Brianna L. Lennon, County Clerk

APPROVED BY:


Bill Florea, Director
Boone County Resource Management

Approved as to legal form:


Charles J. Dykhouse, County Counselor

406 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone }

August Session of the July Adjourned

Term. 20 24

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

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

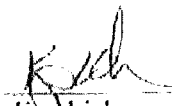
Now on this day, the County Commission of the County of Boone does hereby approve an extension of the Stormwater Security Agreement and Erosion and Sediment Control Cash Deposit between the County of Boone and MBK Investments, LLC. for Rock Bridge Business Park. The original Commission Order accepting the Cash Deposit is 416-2022.

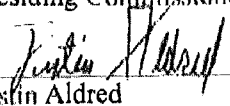
The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

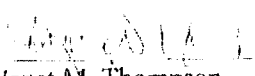
Done this 20th day of August 2024.

ATTEST:

Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

EXTENSION AGREEMENT
\$26,518.53 Cash Deposit – Rock Bridge Business Park

THIS AGREEMENT, effective August 31, 2024, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and MBK Investments, LLC herein "Developer."

WHEREAS, Developer is constructing a commercial development, Rock Bridge Business Park, herein "Project"; and

WHEREAS, Developer issued a Cash Deposit to the County, dated August 9, 2022, in the amount of \$26,518.53, to secure stormwater improvements associated with the development; and

WHEREAS, said Cash Deposit contemplates that the parties may agree to extend the expiration date of the Cash Deposit, which currently expires on August 8, 2024; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Cash Deposit to August 8, 2025.

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

1. Commission Order 4I6-2022 and the Stormwater Erosion and Sediment Control Security Agreement dated August 8, 2022, approving infrastructure security in the form of a Cash Deposit in the amount of \$26,518.53, with an expiration date of August 8, 2024, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the August 8, 2022 Cash Deposit such that the new expiration date will be August 8, 2025.
3. All other terms of the Stormwater Erosion and Sediment Control Security Agreement dated August 8, 2022, and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

ROCK BRIDGE BUSINESS PARK:

By:



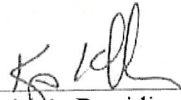
Printed Name MATT KELLY

Title: MEMBER

BOONE COUNTY:

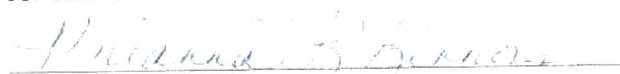
Commission Order: 416-2022

By:



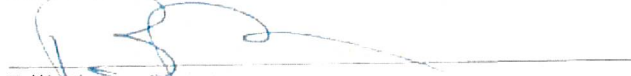
Kip Kendrick, Presiding Commissioner

ATTEST:



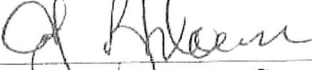
Brianna L. Lennon, County Clerk

APPROVED BY:



Bill Florea, Director
Boone County Resource Management

Approved as to legal form:



Charles J. Dykhouse, County Counselor

-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone }

August Session of the July Adjourned

Term 20

In the County Commission of said county, on the 30th day of August 20 22
the following, among other proceedings, were had, viz:

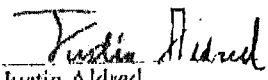
Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Cash Deposit between the County of Boone and MBK Investments, LLC. The terms of the agreement are set out in the attached contract and the Presiding Commissioner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

Done this 30th day of August 2022

ATTEST.

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner


Justin Aldred
District I Commissioner

Lucretia M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: August 8, 2022

Developer/Owner Name: MBK Investments, LLC
Address: 3215 S. Providence Rd.
Columbia, MO 65203

Development: Rock Bridge Business Park Plat 1

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

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

1. **Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Rock Bridge Business Park Plat 1. The SWPPP and ESC was prepared by A Civil Group on June 21, 2022.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 8th day of August 2024, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$26,518.53, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

☐ Cash deposit with County Treasurer

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to August 8, 2024, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Cash Deposit can be released to Developer. If no written proof has been provided to the financial institution issuing Cash Deposit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on August 8, 2024, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Cash Deposit to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

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

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By: Matt Kelly

Printed Name MATT KELLY

Title MEMBER

BOONE COUNTY, MISSOURI:

Department of Resource Management

Bill Flores Director Resource Management

County Commission:

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

Attest

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

County Treasurer

Dustin Stanton
Dustin Stanton, County Treasurer

Approved as to form:

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

CASHIER'S CHECK
Central Bank

304380

Operator ID: A 39342

770 E Broadway Columbia MO 65201 4444

80-85/815

MBK INVESTMENTS LLC

Remitter

Date August 09, 2022

PAY To The

Order Of *** BOONE COUNTY ***

\$26,518.53

Twenty Six Thousand Five Hundred Eighteen Dollars and 53/100

Dollars

Holder's Customer A Stop Payment Order cannot be placed on this check by a customer. If this check is lost or stolen, the Bank will require reasonable assurances before it is replaced or refunded, which could include a 90 day waiting period and/or the purchase of an indemnity bond to protect the Bank against loss.

Two signatures required for over \$5,000.00

Do not convert to ACH

[Signature]
[Signature]

⑈ 304380⑈ ⑆ 084500859⑆

000990914⑈

BOONE COUNTY
RESOURCE MANAGEMENT
Room 315
801 East Walnut
Columbia, Missouri 65201

Inspections 886-4339

Planning 886-4330

Receipt Number 31667

Time 12:11:54
Date 8/09/2022

Received From MBK INVESTMENTS LLC

PERMIT: Number _____ \$.00 Wastewater _____ \$.00

MISC. FEES & REIMBURSEMENTS

Admin Survey	\$.00	Plat Fee/Prelim	\$.00
Re-Zonin/App	\$.00	Postage	\$.00
Copies/Public Info Rqst	\$.00	Public Notice	\$.00
Dischg Permit	\$.00	ROW Permit	\$.00
Driveway Permit	\$.00	MHP License	\$.00
Land Dist Permit	\$.00	Training	\$.00
Plan Review-Bldg Codes	\$.00	Plan Dev Rev Plan	\$.00
Conditional Use App	\$.00	Plan Dev Finl Plan	\$.00
BOA App	\$.00	Plats Final	\$.00
Reinspection Fee	\$.00	Other	\$26,518.53

Comments: STWTR SECURITY ROCK BRIDGE BUS. PARK
Taken By CNR Credit Card Fee \$.00

Total Amount \$26,518.53 Pay Type CK 304380

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

August Session of the July Adjourned

Term. 20 26

In the County Commission of said county, on the

20th

day of August

20 26

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

Now on this day, the County Commission of the County of Boone does hereby approve a Contract Amendment to Contract C000716 (07-128) with Inside the Lines LLC for Via Seating. The terms of the contract amendment are set out in the attached contract amendment, and the Presiding Commissioner is authorized to sign the same.

Done this 20th day of August, 2026.

ATTEST:

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

Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: June 25, 2026
RE: Amendment #1 to Contract C000716 (NCPA, an Omnia Partners
Company Cooperative Contract 07-128) – Via Seating with Inside the
Lines LLC

Contract C000716 (NCPA, an Omnia Partners Company cooperative contract 07-128) – Via Seating was approved by commission for award to Inside the Lines LLC on January 23, 2024, commission order 33-2024.

Amendment #1 allows a 5% tariff surcharge to be added to orders. It also renews the contract for the period October 1, 2026 through September 30, 2027.

This is a Term and Supply contract.

cc: Contract File

[MY ACCOUNT](#)[HOME](#)[SEARCH](#)[MISC INFO](#)[UCC FILING](#)[Help](#)

Limited Liability Company Details as of 8/12/2026

Required Field *

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

To terminate an entity two documents are required:

General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination

Limited Liability Companies - Notice of Winding up followed by Articles of Termination

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

[RETURN TO
SEARCH RESULTS](#)[Create Filing](#)[FILE
ONLINE](#)

Amendment to Articles of Organization

[ORDER COPIES/
CERTIFICATES](#)[General Information](#)[Filings](#)[Principal Office Address](#)

Name(s) **INSIDE THE LINES LLC**

Principal Office Address

Type **Limited Liability Company**

Charter No. **LC0035170**

Domesticity **Domestic**

Home State **MO**

Registered Agent **Elken, Bradley J.
100 East Texas Avenue
Columbia, MO 65202**

Status **Active**

Date Formed **1/19/2000**

Duration **Perpetual**

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Scheduled SAM Maintenance Show Details
Aug 11, 2026



See All Alerts

Resolution of FSD.gov System Issue Show Details
Jul 30, 2026



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

Search

All Words

e.g. 1606N020Q02

Filter By

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

- ☐ Any Words 
- ☐ All Words 
- ☐ Exact Phrase 

e.g. 123456789, Smith Corp

Classification



Excluded Individual



Excluded Entity



Entity Name

e.g. ABC Inc

inside the lines

Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

Enter CAGE/NCAGE Code

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset

Entity Information

All Entity Information

Entities

Disaster Response Registry

Responsibility / Q

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System Alerts

Policies

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Restricted Data Use

Freedom of Information Act

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Acquisition.gov

USASpending.gov

Grants.gov

More Partners

Customer Service

Help

Check Entity Status

Federal Service Desk

External Resources

Date: 08.20.2026 Commission Order: 407-2026

CONTRACT AMENDMENT NUMBER ONE
VIA SEATING

The Agreement, Boone County Contract C000716, NCPA, an Omnia Partners Company contract 07-128, dated January 23, 2024, made by and between Boone County, Missouri and **Inside the Lines LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. **ADD** a tariff surcharge of 5% is allowed and will be applied to any orders.
- 2. **Renew** the contract for the period October 1, 2026 through September 30, 2027.
- 3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

Inside the Lines LLC

DocuSigned by:
Brad Eiken
F20450B0EDBB46A...

By Principal

Boone County, Missouri
By: Boone County Commission

Signed by:
Kip Kendrick
2B83ECDD7F6E4A6...
Kip, Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
CJ Dykhhouse
7D71DEAEB9D74DD...
CJ Dykhhouse, County Counselor

ATTEST:

Signed by:
Brianna L. Lennon
242B827B32F14BF...
Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by:
Kyle Pieman
EB91DB24AAAC49D...

8/12/2026

No Encumbrance Required

Signature Date Appropriation Account



Purchase Order and Remittance Details:

EU POs made out to:

Via Inc.
205 Vista Blvd.
Sparks, NV
89434

Payment terms:

Net 30.

Email POs to:

Via Inc.
orders@viaseating.com

Fax POs to:

Via Inc.
800-833-9094

Remit to:

Via Inc.
PO Box 97461
Las Vegas, NV
89193-7461

Contact:

govcontract@viaseating.com
P: 800-433-6614
F: 800-833-9094

OMNIA Partners

Effective date 9.1.2022 Expires 9.30.2026

Contract Number: 07-128

Contract Number must appear on PO's. Customer name and address required. Force ID recommended

Price Book:

Via Price List
Indoor/Outdoor 1.1.2026

Freight:

FOB Destination.

Discounts

Product	Tier List	EU Discount
Indoor	\$1 - \$50,000	52%
	\$50,001 - \$100,000	54%
	\$100,001 - and up	Negotiable

Product	Tier List	EU Discount
Outdoor	\$0-\$50,000	40%
	\$50,001 - and up	Negotiable

Note:

- Install & Services will be quoted on a per project basis, between the dealer and the OMNIA Partners member.
- **Tariff Surcharge Notice:** All Omnia Partners POs received on or after February 13, 2026 must apply a +5% on END USER NET surcharge to the order.
- *Pricing is subject to change at anytime as allowed by the contract*

For Additional Information Visit:

<https://viaseating.com/contracts-purchasing-groups/>





Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

May 22, 2026

Carly Hepler
Pub Sec Specialist
Via Inc (Via Seating)
205 Vista Blvd Ste 101
Sparks, Nevada 89434
Sent via email to: carly@viaseating.com

Re: Renewal of Region 14 ESC Contract #07-128 - Furniture

Dear Ms. Hepler:

Region 14 Education Service Center is pleased to announce it is renewing contract #07-128, Furniture for the period October 1, 2026, through September 30, 2027, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at (325) 675-7003.

Sincerely,

Signed by:

Emily Jeffrey

4FE64E70707547B...

Emily Jeffrey
Region 14, Chief Financial Officer

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

August Session of the July Adjourned

Term. 20 26

In the County Commission of said county, on the

20th

day of August

20 26

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

Now on this day, the County Commission of the County of Boone does hereby approve Amendment 2 to C000039 (08-04APR19) – Voting Systems with Election Systems & Software, LLC for the Boone County Clerk's Office. The terms of the contract are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 20th day of August, 2026.

ATTEST:

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

Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Brijanna Purdy
Buyer



5551 S. Tom Bass Rd.
Room 206
Columbia, MO 65201
Phone: (573) 886-4394
bpurdy@boonemo.gov

MEMORANDUM

TO: Boone County Commission
FROM: Brijanna Purdy
DATE: August 11, 2026
RE: Contract C000039 (08-04APR19) – Voting Systems for Boone
County Clerk with Election Systems & Software, LLC

The Boone County Purchasing Department requests approval for Amendment #2 to contract C000039 (08-04APR19) – Voting Systems for Boone County Clerk's Office with Election Systems & Software, LLC. The original contract was established on July 16, 2019, by Commission Order 296-2019.

Amendment #2 renews the contract with Election Systems & Software, LLC for the Hardware, Software, and Firmware License, Maintenance, and Support through August 31, 2029, for a total of \$256,495.07 broken down into three years. Payment will be the following:

- September 1, 2026 through August 31, 2027 - \$77,490.72
- September 1, 2027 through August 31, 2028 - \$85,239.98
- September 1, 2028 through August 31, 2029 - \$93,764.37

Amendment #2 adds three (3) one-year renewals. This contract shall be renewed from September 1, 2026 through August 31, 2027.

This contract will be paid by department 2300 – Election Services Fund Operations & account 3526 – Reimbursement for Election. This is a term and supply contract.

cc: Brianna Lennon, Rhonda Proctor – County Clerk
Contract File

RU

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

08-04APR19

BID #

Bill to Dept #: 2300

[illegible]

GRAND TOTAL:	77,490.72
--------------	-----------

Prepared By Bart Perry

Auditor Approval

QUOTE

<u>Sale Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	Attachment 1	\$122,495.38
ES&S Software License, Maintenance and Support Fees	Attachment 1	\$66,521.07
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	\$67,478.62
Total Maintenance Fees for the Term:		\$256,495.07
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>		
\$77,490.72 due on or before September 1, 2026 for the Coverage Period of September 1, 2026 through August 31, 2027.		
\$85,239.98 due on or before September 1, 2027 for the Coverage Period of September 1, 2027 through August 31, 2028.		
\$93,764.37 due on or before September 1, 2028 for the Coverage Period of September 1, 2028 through August 31, 2029.		



Scheduled SAM Maintenance [Show Details](#)
Aug 11, 2026



[See All Alerts](#)

Resolution of FSD.gov System Issue [Show Details](#)
Jul 30, 2026



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☐ All Words 

☐ Exact Phrase 

e.g. 123456789, Smith Corp

"election systems" 

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Limited Liability Company Details as of 8/12/2026

Required Field *

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

To terminate an entity two documents are required:

General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination

Limited Liability Companies - Notice of Winding up followed by Articles of Termination

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

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ONLINE](#)

Amended Certificate of Registration of a Foreign LLC

[ORDER COPIES:
CERTIFICATES](#)[General Information](#)[Filings](#)[Principal Office Address](#)

Name **ELECTION SYSTEMS & SOFTWARE,
LLC**

Principal Office Address

Type **Limited Liability Company**

Charter No. **FL1264049**

Domesticity **Foreign**

Home State **DE**

Registered Agent **NATIONAL REGISTERED AGENTS,
INC.**

Status **Active**

5681 Telegraph Rd Ste 4B
Saint Louis, MO 63129-4275

Date Formed **10/18/2012**

Duration **Perpetual**

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Commission Order: 408-2026 Date: 8/21/2026

CONTRACT AMENDMENT NUMBER TWO
Purchase Agreement for Contract C000039 (08-04APR19) – Voting Systems
for Boone County Clerk with Election Systems & Software, LLC

The Purchase Agreement dated the 16th day of July 2019 made by and between Boone County, Missouri and **Election Systems & Software, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD** to the contract three (3) additional one-year renewals per the quote received on **August 10, 2026**, sent by **Angie Frison** on behalf of the contractor per the following reference as Amendment Two – Attachment One.

TOTAL SALE	
Description	Amount
ES&S Hardware Maintenance Fee	\$122,495.38
ES&S Software License, Maintenance, and Support Fees	\$66,521.07
ES&S Firmware License, Maintenance, and Support Fee	\$67,478.62
PAYMENT TERM PER YEAR	
09/01/2026 – 08/31/2027	\$77,490.72
09/01/2027 – 08/31/2028	\$85,239.98
09/01/2028 – 08/31/2029	\$93,764.37

2. **RENEWAL:** This contract shall be renewed from September 1, 2026 through August 31, 2027, with the agreed-upon pricing.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

ELECTION SYSTEMS & SOFTWARE, LLC

Signed by:
 By: Jared Plath
 D41BFDF76F434FD...

Title: CFO

BOONE COUNTY, MISSOURI

By: Boone County Commission

Signed by:
Kip Kendrick
 2B83ECDD7F6E4A6...
 Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

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

Signed by:
Brianna L. Lennon
 242B827B32F14BF...
 Brianna L. Lennon, County Clerk

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

2300-3526 / Term & Supply:
No Encumbrance Required

DocuSigned by:

Kyle Riemer
by *J*

8/12/2026

8624BD04EE7A403...

Signature

Date

Appropriation Account

QUOTE

<u>Sale Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	Attachment 1	\$122,495.38
ES&S Software License, Maintenance and Support Fees	Attachment 1	\$66,521.07
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	\$67,478.62
Total Maintenance Fees for the Term:		\$256,495.07
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>		
\$77,490.72 due on or before September 1, 2026 for the Coverage Period of September 1, 2026 through August 31, 2027. \$85,239.98 due on or before September 1, 2027 for the Coverage Period of September 1, 2027 through August 31, 2028. \$93,764.37 due on or before September 1, 2028 for the Coverage Period of September 1, 2028 through August 31, 2029.		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

August Session of the July Adjourned

Term. 20 26

In the County Commission of said county, on the 20th day of August 20 26
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Revision to cover the cost of drones for Sheriff's Operations.

Done this 20th day of August, 2026.

ATTEST:

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

Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

JUL 17 2026

BOONE COUNTY
AUDITOR

FOR AUDITORS USE

Dept	Account	Fund/Dept Name	Account Name	Decrease	Increase
1251	92400	Sheriff's Operations	Replacement auto/truck	30,000	
1251	91300	Sheriff's Operations	Repl. Equipment		25,500
1251	23850	Sheriff's Operations	Minor Equip & Tools		4,500
				30,000	30,000

Please see attached memo for the replacement purchase of drones as requested by the Auditor.

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: *See attached for comments*

Cover Cost of Drones

Agenda

Auditor's Office

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

Aaron Neugarten

From: Brian Leer
Sent: Thursday, August 6, 2026 3:10 PM
To: Kyle Rieman
Cc: Aaron Neugarten
Subject: RE: Drones for Sheriff's Office

Good afternoon, Kyle.

A budget revision has been prepared on this. I believe it is dated 07/15/2026. Would you please add this email thread to that budget revision as it explains below what we are wanting to purchase with some justification?

Hopefully, the market/pricing and any regulatory restrictions on purchase of drones will remain stable until we can get all of this purchased.

Thanks!
Brian



Captain Brian Leer
Boone County Sheriff's Office
2121 County Drive
Columbia, MO 65202
(573) 875-1111 ext. 6428

From: Kyle Rieman <KRieman@boonemo.gov>
Sent: Wednesday, June 10, 2026 12:28 AM
To: Brian Leer <BLeer@boonemo.gov>
Cc: Aaron Neugarten <ANeugarten@boonemo.gov>
Subject: RE: Drones for Sheriff's Office

Hey Brian,

Thank you for all of this information. I would say send us a budget amendment for whatever you think is the best path forward. Perhaps an amendment for \$30,000 would work to give some a little room for price fluctuations? Let me know if you want to discuss more.

Respectfully,

Kyle Rieman
Boone County Auditor
573-886-4278

From: Brian Leer <BLEer@boonemo.gov>
Sent: Wednesday, June 3, 2026 5:12 PM
To: Kyle Rieman <KRieman@boonemo.gov>
Subject: Drones for Sheriff's Office

Good evening, Kyle.

Below is a summary of what we are wanting to buy if you think we can do a budget amendment for this purchase. I think the total price tag will be around \$21,476 - \$25,820.58 depending on the pricing we get. Obviously, we would work to get the best price for what we need. Would love to get feedback from you on your thoughts. We would be willing to trim this if needed.

Brian

1. DJI Matrice 4T (x 2) Minimum need is spotlight and speaker

- <https://covert drones.com/products/dji-matrice-4t-public-safety?variant=45939547603171> - This kit includes 3 batteries, spotlight, speaker, and screen in command case. \$10,399.
- <https://covert drones.com/products/dji-matrice-4t-public-safety?variant=45939547570403> - This kit includes 3 batteries, spotlight, and speaker. \$8,199.
- <https://drone-works.com/dji-matrice-4t-thermal-public-safety-combo-by-drone-works/> - This kit includes 6 batteries, spotlight, and speaker. \$9,253.

The acquisition of three DJI Matrice 4T aircraft provides a significant increase in operational capability by replacing underutilized small UAS platforms with mission-capable thermal systems aligned with actual field demand. Current usage trends show that larger, thermal-equipped aircraft are consistently deployed for real-world incidents (searches, overwatch, critical incidents), while smaller daytime-only drones see minimal use. Standardizing on the Matrice 4T platform improves response capability, reduces redundancy, and ensures each deployed unit can operate effectively in both day and night conditions. Selecting packages that include additional batteries further enhances operational endurance, reduces downtime, and eliminates the need for immediate follow-on purchases, making this a cost-effective long-term investment.

The DJI Matrice 4T is a compact, enterprise-grade UAS equipped with an integrated thermal sensor, high-resolution zoom camera, and wide-angle visual camera, allowing operators to quickly detect, identify, and track individuals or objects in a variety of environments and lighting conditions. When paired with a spotlight and speaker, the platform supports nighttime search operations, suspect location, perimeter overwatch, and direct communication with individuals on the ground. Its rapid deployment capability, extended flight time (with expanded battery kits), and advanced imaging tools make it suitable for missions including missing persons searches, tactical operations, disaster response, and scene assessment, while maintaining a smaller footprint and faster setup time than larger systems currently in use.

2. DJI Avata 2 Combo (x 1)

- https://drone-works.com/dji-avata-2-public-safety-combo-by-drone-works/?searchid=63062&search_query=avata+2 - This kit includes 5 batteries, motion control AND remote control, and all lights. \$2,672.

The addition of two DJI Avata 2 platforms addresses a critical operational gap by providing a dedicated capability for interior clearing and confined space operations that cannot be safely or effectively performed with larger aircraft. These systems have already proven their value in real-world deployments by reducing risk to personnel during building searches and high-risk warrant service. Procuring complete kits with additional batteries and integrated lighting ensures sustained operational readiness during extended incidents and eliminates the need for piecemeal upgrades. This investment directly enhances officer safety, improves tactical efficiency, and aligns with current deployment trends where small interior drones are consistently utilized in high-risk environments.

The DJI Avata 2 is a compact, highly maneuverable FPV drone designed for indoor and close-quarters flight, capable of navigating tight spaces such as residences, commercial buildings, and other confined environments where larger drones cannot operate. Equipped with protective propeller guards and paired with a TacLight system, it provides real-time video and illumination in low-light or no-light conditions, allowing operators to safely clear structures, locate suspects, and assess hazards prior to personnel entry. With both motion and traditional remote controller options, the platform offers flexible control methods, while expanded battery kits support multiple entries during a single operation, making it an essential tool for tactical operations, search warrants, and barricaded subject incidents.

3. DJI FPV Remote Controller 3 (x3)

- https://www.bhphotovideo.com/c/product/1814280-REG/dji_cp_rc_00000024_01_fpv_remote_controller_3.html - \$189.
- <https://store.steelcityflightacademy.com/product/dji-fpv-remote-controller-3/> - \$262.79
- https://drone-works.com/dji-fpv-remote-controller-3/?searchid=63063&search_query=fpv+remote+controller+3 - \$249.

The purchase of four DJI FPV Remote Controller 3 units ensures standardized, reliable control across all FPV-based platforms, eliminating dependency on motion controllers that are less precise and require additional training time. Standardizing controllers across multiple aircraft improves operational consistency, reduces training complexity, and allows for seamless transition between operators during critical incidents. This relatively low-cost investment enhances the usability of existing and newly acquired FPV systems, ensuring they can be deployed effectively by multiple trained pilots without delay or equipment limitations. This would be used with the Avata drones.

The DJI FPV Remote Controller 3 provides precise, dual-stick manual control of FPV aircraft, allowing operators to maneuver with accuracy in confined and complex environments such as interior structures. Compared to motion-based controllers, it offers greater control fidelity, improved responsiveness, and a more traditional flight interface familiar to trained UAS pilots. This enables safer navigation around obstacles, better camera positioning, and more controlled entries during tactical operations. When paired with FPV platforms like the Avata series, it supports consistent, repeatable flight performance across multiple operators and mission types.

4. DJI TB30 Intelligent Flight Battery (x 2)

- https://www.bhphotovideo.com/c/product/1697960-REG/dji_cp_en_00000369_02_matrice_30_series_intelligent.html/?ap=y&ap=y&smp=y&smp=y&store=420&lsft=BI%3A23616&gad_source=1&gad_campaignid=22611459533&gbraid=0AAAAAD7yMh2Gsc0_E5tAsxK5horJb7GaW&gclid=CjwKCAjw46HPBhAMEiwASZpLRHcZTXv9faU5xwDCuh7N2QNRIdSMTHxPXHIGHnJTVwYQOkSf7ZQEgxoCj2AQAvD_BwE - \$430
- https://www.dronerds.com/products/dji-matrice-30-series-tb30-intelligent-flight-battery?variant=46717986242876&utm_term=&utm_campaign=Enterprise+-+Performance+Max+-+Nonpriority+-+JF&utm_source=adwords&utm_medium=ppc&hsa_acc=5112913348&hsa_net=adwords&hsa_grp=&hsa_ver=3&hsa_kw=&hsa_tgt=&hsa_mt=&hsa_ad=&hsa_src=x&hsa_cam=21187223677&gad_source=1&gad_campaignid=21187226047&gbraid=0AAAAAC_1t-ij6AG9mQbsByULDNYvrTdy_&gclid=CjwKCAjw46HPBhAMEiwASZpLRNNuLhkg3OsVCnLM9h_n3hX_Ckt5nh856R8dc1OJy2jBTSYAx-gARoCiNoQAvD_BwE - \$473
- https://www.dslrpros.com/products/dji-matrice-30-series-part-08-tb30-intelligent-flight-battery?utm_source=google&utm_medium=cpc_shopping&utm_term=&utm_campaign=21704826196&utm_content=713574736970&gad_source=1&gad_campaignid=21704826196&gbraid=0AAAADu2kMW2rvlN9wH04fkuAvtplnx-K&gclid=CjwKCAjw46HPBhAMEiwASZpLRGRBzqJqZ6sQkuWUvj52YCZanFr0Z48qZ4dn1qVhvdeXd0HvAsmPfBoCemwQAvD_BwE - \$459

The purchase of additional TB30 batteries is essential to maintaining operational readiness and maximizing the effectiveness of the existing Matrice 30T platform, which remains one of the agency's most frequently deployed and mission-critical assets. Real-world operations—including extended searches, critical incidents, and cold-weather deployments—have demonstrated that battery limitations directly impact mission duration and effectiveness. Investing in additional batteries is a cost-efficient way to significantly increase operational endurance, reduce downtime between flights, and extend the service life and utility of current aircraft without the expense of acquiring additional platforms. The TB30 Intelligent Flight Battery is designed specifically for the Matrice 30 series, providing reliable, high-capacity power with hot-swappable functionality that allows operators to quickly replace batteries without powering down the aircraft. This enables continuous or near-continuous flight operations when multiple battery sets are available. The batteries are optimized for performance in a range of environmental conditions, including cold weather, and integrate with DJI's battery management system to monitor health, charge status, and safety parameters in real time. When deployed in sufficient quantities, they allow the Matrice 30T to sustain extended overwatch, search operations, and prolonged incident support with minimal interruption.

5. DJI Avata 360 (x1)

- https://www.bhphotovideo.com/c/product/1960275-REG/dji_cp_fp_00000317_04_avata_360_fly_more.html - \$979.
- https://www.adorama.com/dji-avata-360-8k-drone-fly-more-combo-rc-2/p/djiavata360f?utm_content=paidsearch&gclidsrc=aw.ds&gad_source=1&gad_campaignid=22577762087&gbraid=0AAAAADxgUswSy7Ndc5pc8t4UE7S4M_APP&gclid=CjwKCAjw46HPBhAMEiwASZpLRNtNUizYMG-DUB9c19QY4ueHbE2NOi9g6kHL7mzW7eyGv9ghm_NlAxoCRuEQAvD_BwE - \$979.

The DJI Avata 360 provides a cost-effective enhancement to the agency's documentation capabilities by enabling immersive, full-scene capture that traditional cameras and standard drones cannot replicate.

This platform supports more accurate and comprehensive scene preservation for investigations, training, and courtroom presentation, particularly in complex environments such as crash scenes, interior structures, and large outdoor areas. Its relatively low cost compared to larger UAS platforms allows the agency to expand its documentation capabilities without significant budget impact, while also supporting training development and after-action review through realistic, replayable environments.

The DJI Avata 360 is equipped with a high-resolution 360-degree camera system capable of capturing fully immersive imagery and video, allowing users to view scenes from any angle after the fact. This makes it especially valuable for crime scene documentation, crash reconstruction, and training scenario development, where complete spatial awareness is critical. The platform maintains the same compact, maneuverable design as the Avata series, allowing it to operate in confined or complex environments, while its stabilized imaging system ensures clear, usable footage. The result is a powerful tool for capturing, reviewing, and presenting scenes in a way that enhances both investigative accuracy and training realism.



Captain Brian Leer
Boone County Sheriff's Office
2121 County Drive
Columbia, MO 65202
(573) 875-1111 ext. 6428



QUOTE

Customer:	Boone County Sheriff's Office	Quote#	DW26061003
Attn:	Lt Britt Shea	Revision:	0
	2121 County Dr	Quote Date:	6/10/2026
	Columbia, MO 65202	Quote Expires:	7/10/2026
		Project:	
email:	bshea@boonemo.gov		
phone:	573-228-4021	Page:	1 of 2

Notes:	Thank-you for your service!
---------------	-----------------------------

607,239.9119



a veteran owned small business supporting the blue thin line

ADDENDUM

Customer: Boone County Sheriff's Office

Attn: Lt Britt Shea

2121 County Dr

Columbia, MO 65202

email: bshea@boonemo.gov

phone: 573-228-4021

Quote#: DW26061003

Revision: 0

Quote Date: 6/10/2026

Quote Expires: 7/10/2026

Project:

Page: 2 of 2

Drone-Works Payment Options

Drone-Works accepts payment by PO, check, credit card, bank wire transfer or ACH/EFT transfer.

Purchase Order Terms & Conditions:

- The PO must include a valid email address to submit the invoice.
- The invoice date is the same date as the shipping date.
- Terms are NET30 from the invoice date.

Check *(additional time to clear may be required)*

Credit Card payments via PayPal incur a 3% convenience fee.

Bank Wire Transfer:

Bank of America, NA
222 Broadway
New York, NY 10038

Recipient: Droneosphere
4123 Lamson Av
Spring Hill, FL 34608

Routing Number: 026009593

Account# 898114570609

Swift Code: BOFAUS3N

ACH/EFT Transfer:

Bank of America, NA
222 Broadway
New York, NY 10038

Recipient: Droneosphere
4123 Lamson Av
Spring Hill, FL 34608

Routing Number: 063100277

Account# 898114570609

Drone-Works - 4123 Lamson Av - Spring Hill - Florida - 34608

607.239.9119

SUBLSR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN , 7/17/26, 08:38:49

Year, <u>2026</u>	Original Appropriation	<u>576,000.00</u>
Dept, <u>1251 GF SHERIFF OPERATIONS</u>	Revisions	<u> </u>
Acct, <u>92400 REPLCMENT AUTO/TRUCKS</u>	Original + Revisions	<u>576,000.00</u>
Fund, <u>100 GENERAL FUND</u>	Expenditures	<u>179,084.00</u>
	Encumbrances	<u>358,168.00</u>
Class/Account, <u>A ACCOUNT</u>	Actual To Date	<u>537,252.00</u>
Account Type, <u>E EXPENSE</u>	Remaining Balance	<u>38,748.00</u>
Normal Balance, <u>D DEBIT</u>	Shadow Balance	<u>38,748.00</u>

Expenditures by Period

January	<u> </u>	July	<u> </u>
February	<u> </u>	August	<u> </u>
March	<u> </u>	September	<u> </u>
April	<u> </u>	October	<u> </u>
May	<u> </u>	November	<u> </u>
June	<u>179,084.00</u>	December	<u> </u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

SUBLSR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN 7/17/26 08:50:48

Year	2026	Original Appropriation	84,840.00
Dept	1251 GF SHERIFF OPERATIONS	Revisions	
Acct	91300 MACHINERY & EQUIPMENT	Original + Revisions	84,840.00
Fund	100 GENERAL FUND	Expenditures	27,099.17
		Encumbrances	3,526.87
Class/Account	A ACCOUNT	Actual To Date	30,626.04
Account Type	E EXPENSE	Remaining Balance	54,213.96
Normal Balance	D DEBIT	Shadow Balance	54,213.96

Expenditures by Period

January		July	4,157.82
February		August	
March		September	
April	7,435.00	October	
May	10,304.44	November	
June	5,201.91	December	

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

SUBLSR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN 7/17/26 09:26:45

Year	2026	Original Appropriation	89,614.00
Dept	1251 GF SHERIFF OPERATIONS	Revisions	
Acct	23850 UNTAGGED EQUIPMENT & TOOLS	Original + Revisions	89,614.00
Fund	100 GENERAL FUND	Expenditures	11,355.65
		Encumbrances	22,020.09
Class/Account	A ACCOUNT	Actual To Date	33,375.74
Account Type	E EXPENSE	Remaining Balance	56,238.26
Normal Balance	D DEBIT	Shadow Balance	56,238.26

Expenditures by Period

January	583.75	July	
February	449.00	August	
March	644.20	September	
April	3,271.57	October	
May	3,504.65	November	
June	2,902.48	December	

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget



NEWS FROM THE FEDERAL COMMUNICATIONS COMMISSION

FACT SHEET: FCC Takes Action to Secure the Drone Supply Chain

Agency Extends Deadline for Trusted Drones, Seeks Comment on Banning Commercial Sales of Foreign-made Military-Grade Drones

WASHINGTON, July 21, 2026—The FCC today announced steps to secure the drone industry supply chain. First, following a Department of War (DoW) determination, the FCC extended the exceptions to the FCC's Covered Listing of foreign-produced drones, allowing drones and drone components listed on the DoW Blue UAS List that meet the Buy America content thresholds or that have been granted Conditional Approval by DoW to continue to receive new authorizations. Second, the Commission released a Public Notice seeking comment on whether to prohibit the importation or sale for non-USG use of foreign-produced military-grade drones on the Covered List, including swarming drones and drones with infrared technology.

Context

Last December, following an Executive Branch national security determination that foreign-produced Uncrewed Aircraft Systems (UAS) and UAS critical components pose unacceptable national security risks, the FCC added such UAS and UAS critical components to the Covered List. This prohibited the authorization of *new models* of foreign-produced UAS and UAS critical components in the U.S.

Over the ensuing months, following further determinations by DoW, the FCC removed from the Covered List UAS and UAS critical components that are on the DoW Blue UAS List (i.e. those cleared for sale to DoW); and those that meet the Buy American standard of 65% of components made in the U.S.; and UAS and UAS critical components that have been granted a Conditional Approval by DoW following a commitment to onshore production. All these exemptions were set to end on January 1, 2027.

Since last December, we have seen many economic benefits as well: over \$4 billion has flowed to U.S.-based drone and related production companies, opening up hundreds of thousands of square feet of manufacturing space and creating thousands of jobs.

The FCC has also been active in its Drone Dominance docket, accelerating the deployment of drone technology, launching a proceeding to cut red tape and modernize obsolete regulations to unleash American drone dominance, and taking steps to unleash prime spectrum allocations and innovative experimental licensing.

What the FCC Just Did

The Commission issued two Public Notices earlier today:

- **Extension of Exceptions:** Following a DoW determination regarding the exceptions to the Covered List ban on foreign-produced UAS and UAS critical components, the Public Safety and Homeland Security Bureau (PSHSB) amended the Covered List. First, PSHSB extended the exceptions for the DoW's Blue UAS List and those that meet the Buy America standard of being assembled in the U.S. with at least 65% of components by value produced in the U.S. for another year until January 1, 2028. Second, PSHSB entirely eliminated the

termination date for foreign produced UAS and UAS critical components that have been granted Conditional Approvals, ensuring these devices will not face restrictions. These actions together will give certainty to industry that UAS and UAS critical components determined to not pose national security concerns will not face imminent restrictions.

- **Foreign-Produced Military-Grade Drone Prohibition:** While the Covered List prospectively bans the authorization for import, marketing, or sale of new models of “covered” equipment, the FCC has the discretion to prohibit the import, marketing, or sale of categories of “covered” equipment if in the public interest. Today, PSHSB and the Office of Engineering and Technology (OET) issued a Public Notice seeking comment on whether we should prohibit the import, marketing, or sale of certain military-grade foreign-made UAS and UAS critical components on the FCC’s Covered List. Given that these devices have been found to pose unacceptable national security risks, the FCC tentatively concluded there were strong national security reasons to do so. Comments are due 30 days after publication in the Federal Register.
 - Any prohibition would exclude:
 - UAS and UAS critical components not on the Covered List, either because they were produced in the U.S. or are exempted, such as pursuant to Blue UAS, Buy America, or have received a Conditional Approvals.
 - UAS and UAS critical components imported, marketed, or sold for use by the federal government or for commercial testing and product development.
 - The use or operation of any already-purchased drones.
 - The item seeks comment on extending this prohibition to categories of drones viewed by the U.S. government as having military capability or posing particular national security risks:
 - Swarming drones;
 - Drones specially designed to integrate defense articles;
 - Thermal imaging drones;
 - Drones integrating LiDAR sensing;
 - Aerosol drones capable of dispensing “economic poison” under FAA rules;
 - Drone docking stations;
 - UAS that weigh 55 lbs. or more.

What Has the FCC Done This Month on Drones

- Earlier today, the FCC began proceedings to revoke two equipment authorizations recently granted to Odyssey Robot for falsely claiming to produce its drone in the U.S. This morning’s FCC action marked the first revocation proceeding against a drone company trying to evade our rules.
- In addition, last week, the FCC issued a Public Notice that sought comment on whether it should prohibit the import, marketing, or sale of certain “covered” equipment, including foreign-produced drones made by several specific companies.
- Earlier this month, the FCC announced a series of expedited actions to advance the coordinated federal effort to implement the SAFER SKIES Act by clarifying the legal authority and providing guidance that enables state, local, Tribal, and territorial law enforcement and correctional agencies operating under that Act to take effective counter-drone measures.

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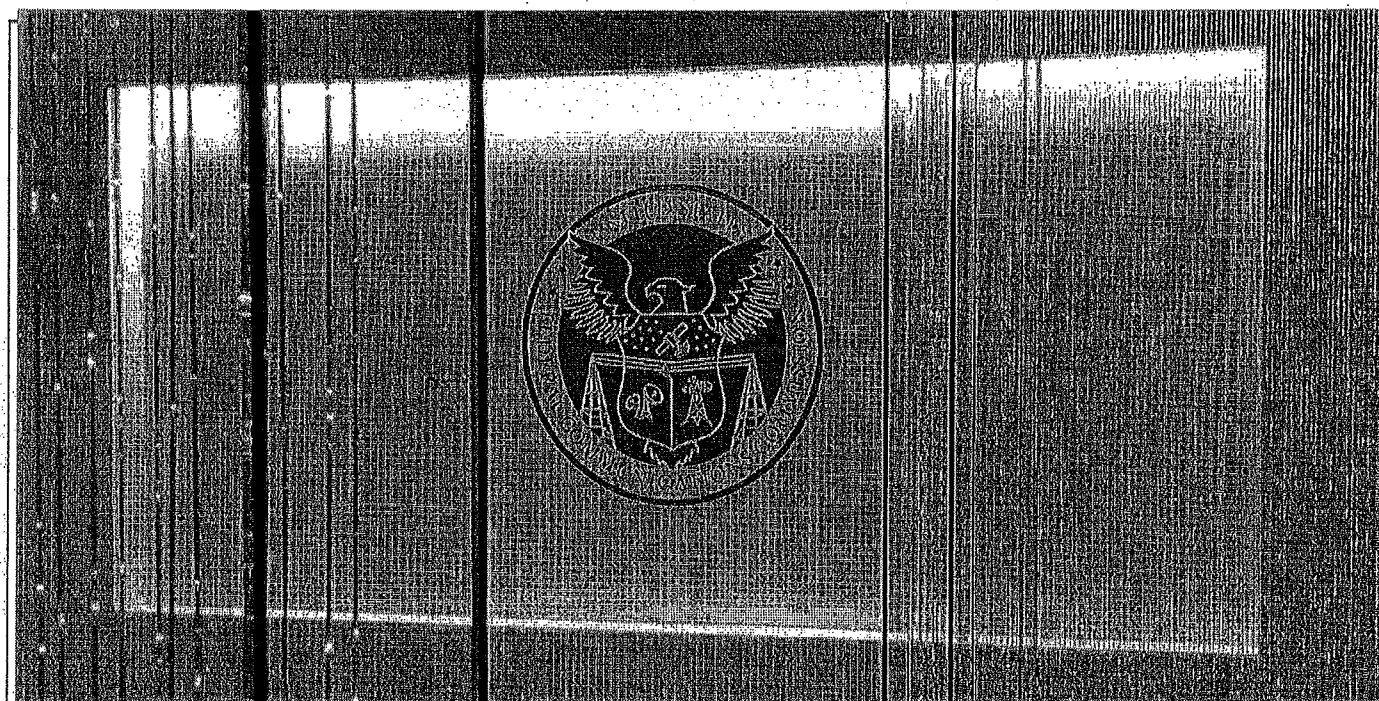
**Media Contact: MediaRelations@fcc.gov / (202) 418-0500
@FCC / www.fcc.gov**

FCC

Two more drones escape FCC foreign drone ban



Ishveena Singh | Jul 27 2026 - 11:14 pm PT | 0 Comments



When the Federal Communications Commission (FCC) announced last December that virtually all foreign-produced drones and critical drone components would be added to its national security "Covered List," many assumed the door had effectively closed on new foreign drone approvals in the US. Seven months later, the picture looks much more nuanced.

In its latest update released last week, the FCC has granted Conditional Approval to two more drone systems: Exedy Globalparts Corporation's Ayre CX and Parallel Flight Technologies' Firefly. That brings the number of drone companies that have received individual exemptions to 17, continuing a steady trend that's reshaping how the agency's foreign drone policy actually works.

The latest approvals may sound routine, but they reinforce an increasingly clear pattern: while the FCC's overall restrictions remain firmly in place, the list of drones allowed to bypass them keeps growing.

A ban that keeps making exceptions

The FCC's current approach dates back to December 2025, when it placed all foreign-produced unmanned aircraft systems (UAS) and critical components on its Covered List after a national security determination by multiple federal agencies.

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Airline Deals

But the agency also built in several escape routes.

The latest additions — Ayre CX and Firefly — are simply the newest names on an increasingly lengthy roster.

The exemption list keeps growing

	\$17,999	\$17,999	
--	----------	----------	--

alrvidachambers.com

<https://droneedi.com/2026/07/27/fcc-drone-han-exemption-update/>

Perhaps even more significant is what changed earlier this month.

On July 21, the FCC announced that Conditional Approvals would no longer expire automatically at the end of 2026. Instead, approved manufacturers can keep their exemptions indefinitely — as long as they continue following their approved onshoring plans and pass ongoing government vetting. The agency also extended exemptions for Blue UAS-listed products and Buy American-compliant drones through January 1, 2028.

In other words, companies that successfully navigate the approval process now have much greater certainty than they did just a few months ago.

New: The DJI drone you'll actually bring everywhere is on discount

Approval doesn't mean a free pass

The FCC stresses that these aren't permanent blank checks. If a manufacturer fails to follow its promised onshoring plan, or if the government later discovers false statements during the approval process, the Conditional Approval can be revoked. If that happens, the affected drone would return to the Covered List.

That requirement reflects the FCC's broader strategy of encouraging manufacturers to move production and critical supply chains closer to the United States while allowing trusted products to remain available.

Consumer drone pilots still won't see much change



For most recreational drone pilots, however, the FCC's latest announcement won't immediately change what's available to buy. The newly approved aircraft are specialized commercial and industrial systems rather than consumer camera drones.

Likewise, the exemptions don't reopen the door for new DJI or Autel drone models, which remain subject to the broader Covered List restrictions unless policy changes in the future.

Previously authorized DJI products can still be sold and used, but the company cannot obtain FCC authorization for new covered models under the current rules.

The latest approvals also arrive just days after the FCC unveiled another major proposal that could further tighten restrictions, but only for specific categories of higher-risk drones.

Rather than expanding the blanket foreign drone restrictions, the Commission is now seeking public comment on whether to prohibit the import and sale of certain military-grade foreign-produced drones already on the Covered List, including swarming drones, thermal imaging drones, LIDAR-equipped drones, large drones weighing more than 55 pounds, docking stations, and other defense-oriented systems.

Viewed together, the recent announcements paint a clearer picture of where US drone policy is heading. The FCC isn't backing away from its national security crackdown. But it's also showing that the policy isn't simply about where a drone is built. Manufacturers that can satisfy increasingly rigorous security reviews, commit to onshoring production, and meet ongoing compliance requirements still have a path into the US market.

With another pair of approvals now added to the list, and more applications likely working their way through the review process, that whitelist of trusted drones appears likely to keep growing even as the broader restrictions remain firmly in place.

More: DJI Terra update brings AI, drone thermal mapping, 3D upgrades

Fungus Is A Parasite, And It Dies From Plain...

Orivelle

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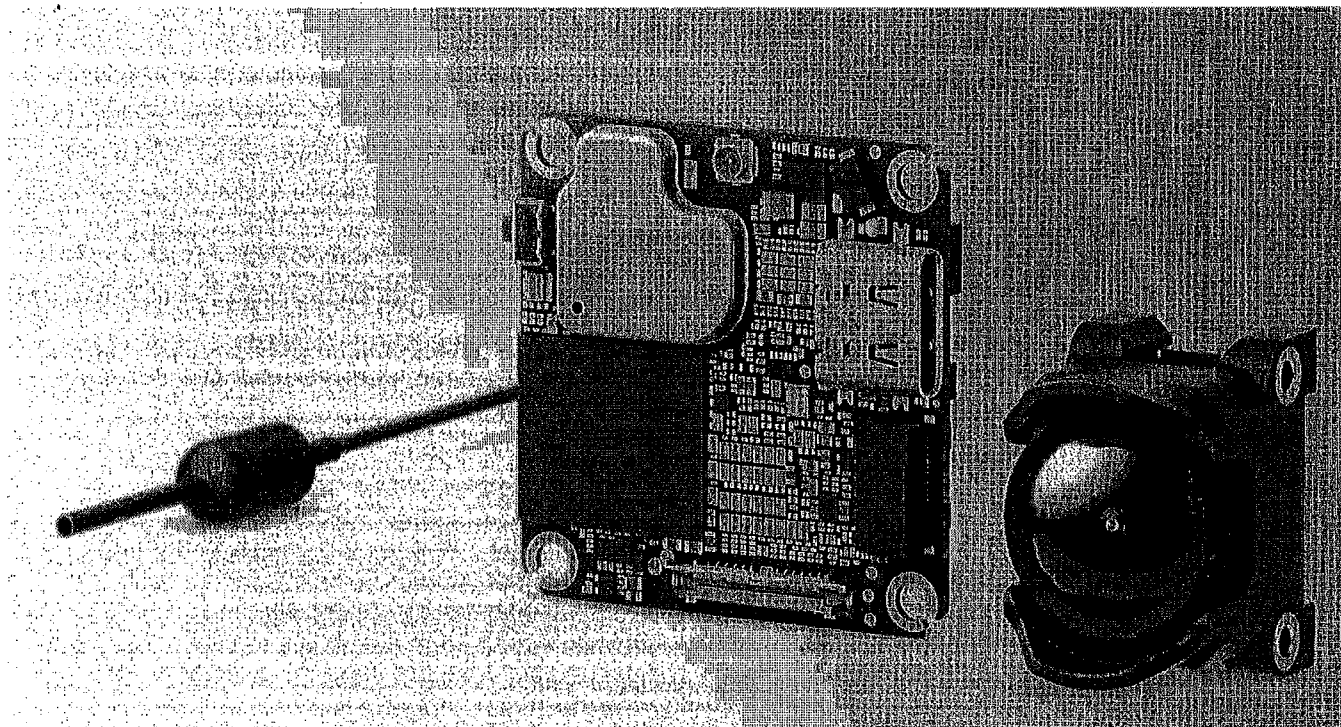
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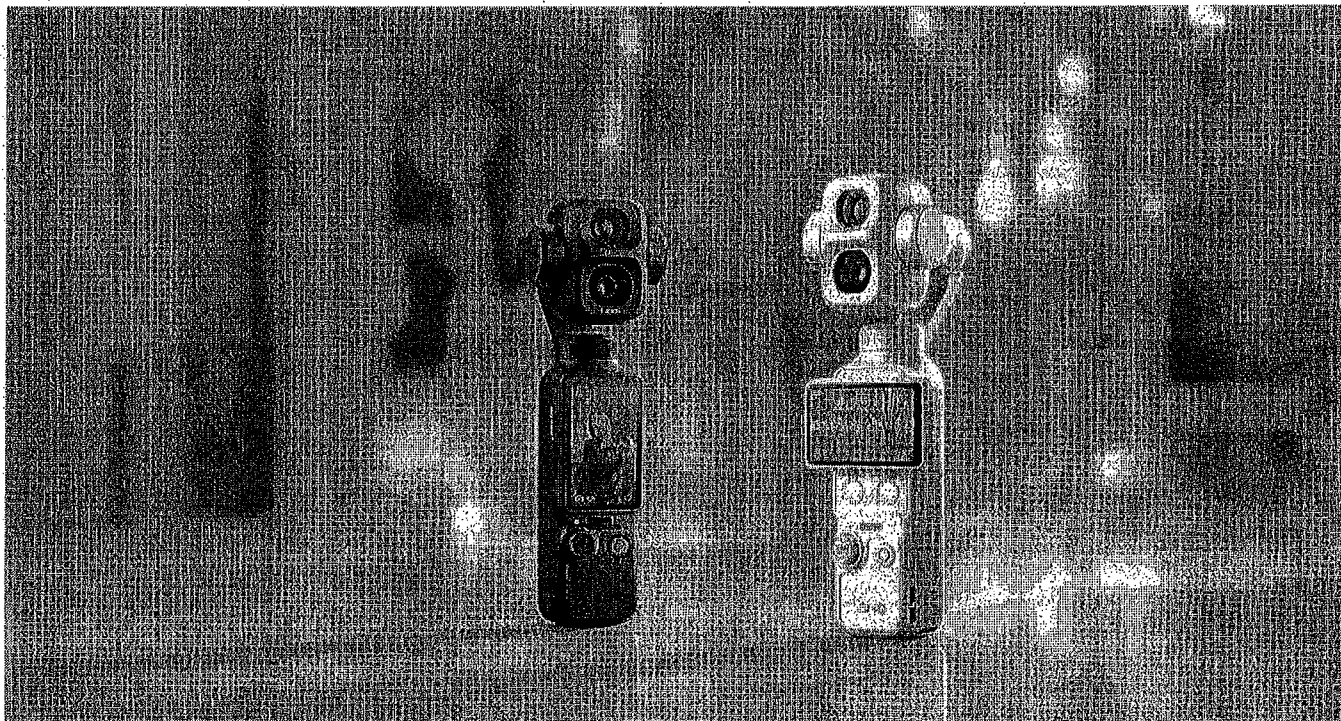
DJI, Insta360 shift patent war from US to China

 Ishveena Singh | Jul 6 2026



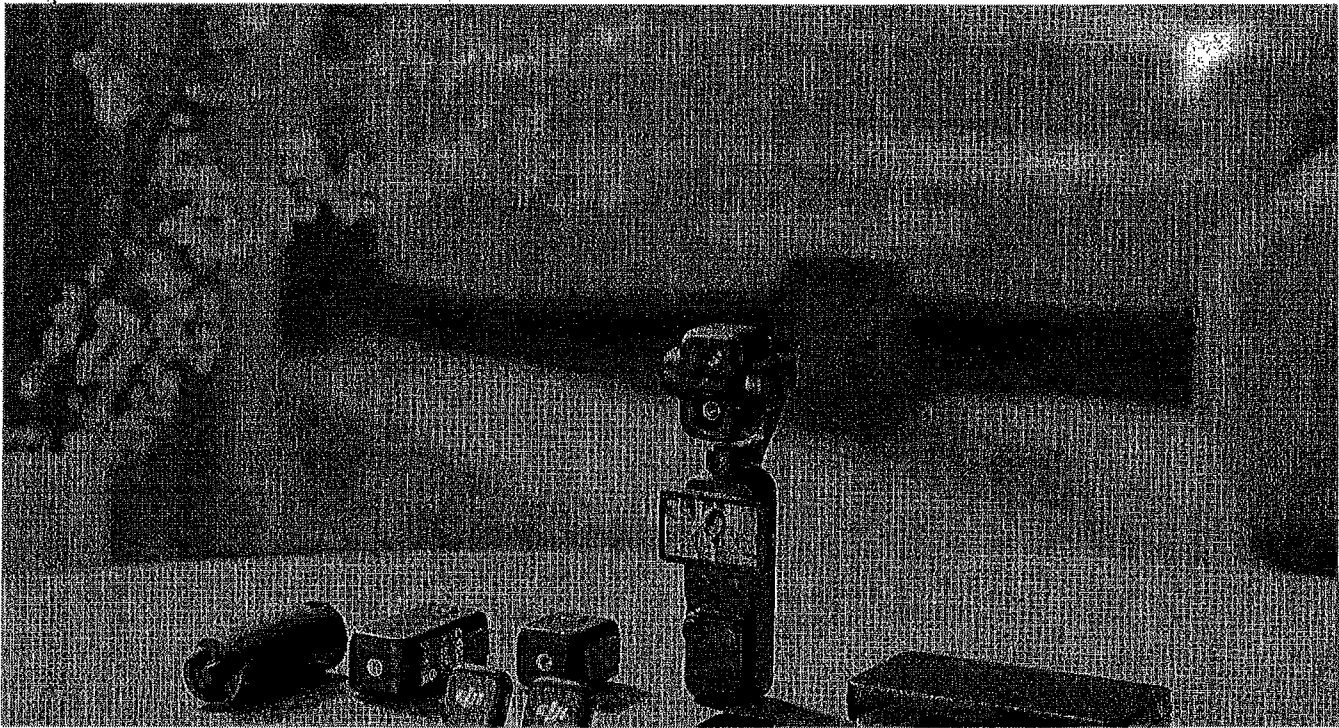
DJI gives tiny FPV drones a much bigger view

Ishveena Singh | Jun 29 2026



DJI Mimo gets major upgrade for new Osmo Pocket cameras

Ishveena Singh | Jul 1 2026



DJI expands Pocket 4P rollout to three new countries

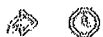
 Ishveena Singh | Jul 1 2026



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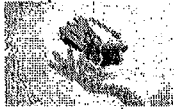
FCC

Author

Ishveena Singh | [IshveenaSingh](#)

Ishveena Singh is a versatile journalist and writer with a passion for drones and location technologies. She has been named as one of the 50 Rising Stars of the geospatial industry for the year 2021 by Geospatial World magazine.

Ishveena Singh's Favorite Gear



DJI Mini 3 Pro

The ultimate travel-friendly drone that can shoot vertical 4K videos for TikTok and Instagram



DJI Mavic 3

The most powerful folding camera drone from DJI is even better than what you'd expect.

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Defense Industry

TV & Video

security

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20²⁶

County of Boone

} ea.

20thAugust
day of20²⁶

In the County Commission of said county, on the

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Detainee Housing Agreement Contract between Boone County and the following:

- Montgomery County

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

Done this 20th day of August, 2026.

ATTEST:

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

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

BOONE COUNTY AND MONTGOMERY COUNTY DETAINEE HOUSING AGREEMENT CONTRACT

THIS AGREEMENT is entered into by and between Boone County, Missouri, a political subdivision of the State of Missouri, by and through its Sheriff's Office herein "BCSO" and Montgomery County, Missouri, a political subdivision of the State of Missouri, by and through its Sheriff's Department, herein "MCSO".

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

1. **PURPOSE:** The purpose of this agreement is to formalize an intergovernmental cooperative agreement pursuant to RSMo Sec. 70.220 regarding MCSO providing and maintaining available bed space capacity for detainees transferred from BCSO.
2. **MAINTENANCE OF INMATE/DETAINEE CAPACITY:** MCSO shall maintain space available for thirty detainees (25-male detainees and 5-female detainees) to be transferred from BCSO. Any additional beds requested by BCSO that are approved at MCSO's discretion, beyond the base of thirty (30) bed space will be billed at the same rate of the guaranteed bed capacity of **\$55.00 per day**.
3. **PAYMENT:** This is a fixed daily rate agreement, not a cost reimbursable agreement, with respect to the detainee day rate. The detainee day rate is **\$55.00** for the guaranteed bed capacity of thirty (30) beds (25 male/5 female), to be billed daily, with an invoice submitted on a monthly basis, calculated on the 10th day of each month listing the inmates housed, the number of days each inmate was housed, and the housing cost for each inmate that was housed the previous month. Any additional beds requested by BCSO that are provided at MCSO's discretion beyond the base thirty (30) bed level will be billed at the additional daily rate of **\$55.00/day**. Payments shall be made by BCSO within thirty (30) days of presentation of an invoice by MCSO. **See attached Exhibit A.**
4. **TERM OF CONTRACT:** This agreement shall become effective upon the date of final signature by both Sheriff's and will remain in effect for one year, renewing automatically the first (1st) of March, each new year unless terminated in writing by either party upon thirty (30) days written notice to the other party.
5. **SERVICE PROVIDER RIGHT OF REFUSAL:** MCSO retains the right to refuse acceptance, or request removal, of any detainee exhibiting violent or disruptive behavior, or for any detainee found to have a medical condition that requires medical care beyond the scope of MCSO's medical vendor. In the case of a detainee already in custody, MCSO shall notify BCSO and request such removal of the detainee from the facility. MCSO shall allow BCSO reasonable time to make alternative arrangements for the detainee.
6. **COVERED SERVICES:**
 - a. **Inmate Transportation:** Montgomery County has a Transport Team that is currently assigned to Court Services. Should Boone County need an Inmate(s) transported, Montgomery County will make every attempt to respond to pick up or drop off as Court Service Staff become available. This service is only available Monday-Friday, 8am-4pm at no initial cost.
 - If a second transport is requested within the same day, BCSO will be charged for that transport at the rate of \$25.00/hr. plus .575 cents per mile.

- If any transport is requested after 4pm, Monday-Friday, BCSO will be charged for that transport at the rate of \$25.00/hr. plus .575 cents per mile.
 - If a transport is requested on a weekend, BCSO will be charged for that transport at the rate of \$25.00/hr. plus .575 cents per mile.
- b. **Inmate Court:** The Montgomery County Jail has a video court system which may be utilized by the Boone County Circuit Court for those Boone County Detainees held in MCSO. There is no charge for this service. MCSO would request at least a two-hour notice to ensure staffing and the video court area is prepared for the court service. Additionally, any outside agency such as probation and parole, children's division etc. will be authorized to see any Boone County detainee as needed. The appropriate agency will need to ensure their professional agency identification is available upon request.
- c. **Inmate Medical / Sick Call:** The Montgomery County Jail is contracted with an outside vendor identified as Advanced Correctional Healthcare Service. The Montgomery County Jail has a Licensed Practical Nurse (LPN) on site Monday through Friday 7:30am-3:30pm as well as a part time nurse three (3) evenings a week with the facility doctor on site one morning per week (currently Wednesdays). Additionally, we have a nurse on call after hours as well.

The Montgomery County Jail agrees to the following:

- No charge for Inmate Sick Call Request submitted by the inmate
- No charge for prescription medications, prescribed by our facility doctor, that are kept in stock at the facility.
- No charge for over-the-counter medications that are kept on stock at the facility
- The Boone County Jail will be charged for emergency prescriptions that have to be obtained from the local pharmacy. Emergency prescriptions are those prescriptions that the jail has to obtain when the inmate first arrives at our facility and we are not able to order from or immediately receive from the contracted pharmacy.

NOTE: Any medications BCSO sends with their inmate will be refilled as needed for the inmate. We would ask that enough medications are sent to allow our medical staff enough time to place the refill order without breaks in medication dosage. Example: an inmate received on Friday has enough medications for seven (7) consecutive days.

Should BCSO want to exclusively provide prescription meds through their healthcare vendor we can make arrangements for medication retrieval if need be from the BCSO. Arrangements are negotiable for the benefit of the inmate and both MCSO and BCSO.

- d. **Inmate Medical Transport to Hospital:** Most medical needs are addressed at the jail. In the case of an emergency or medically directed, the inmate will be transported to the hospital (*NOTE: All attempts will be made by the jail to transport to the University Hospital in Columbia in order to accommodate Boone County Detention Staff.*) In the event an inmate has to be transported off site to the hospital the BCSO designate and/or on duty Shift Supervisor will be notified and advised of the circumstances. The Montgomery County Jail agrees to the following:
- The Montgomery County jail will transport the inmate to the hospital, as long as it is medically safe, at no cost to BCSO.
 - The Montgomery County Jail will provide security for the first three (3) hour time period which will start upon BCSO being notified. At the end of the three (3) hour

time period, the BCSO designate may elect to send an officer/deputy to relieve MCSO and provide security and eventual transport the detainee back to the jail upon discharge or request MCSO to continue the security detail. If BCSO requests the MCSO to continue with the security detail BCSO will be charged \$25.00 per hour for the remaining time of the security detail, ending upon arrival back to the MCSO facility.

- e. **Inmate Mental Health Services:** MCSO works with the Mexico Arthur Center Community Health, Laura Heitmann, LCSW for all mental health needs for MCSO inmates. Those BCSO detainees that request or are found in need of mental health services will be referred to LCSW, Laura Heitmann for an in-house appointment and recommended treatment at no additional cost to BCSO. LCSW Laura Heitmann comes to the jail after a referral is made or depending on situations may utilize Webex technology services for her meetings with the detainees.

7. **AUTHORITY:** The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties

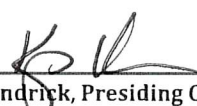
IN WITNESS WHEREOF The parties through their duly authorized representatives have executed this agreement effective as of the date of signature of the last party and execute the same.

Executed by Boone County this _____ day of _____, 2026

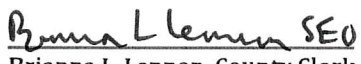
Executed by Montgomery County this _____ day of _____, 2026

BOONE COUNTY

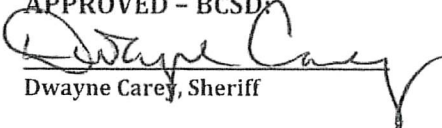
By:


Kip Kendrick, Presiding Commissioner

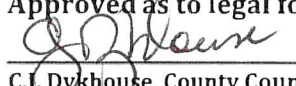
ATTEST:


Brianna L. Lennon, County Clerk

APPROVED - BCSO:

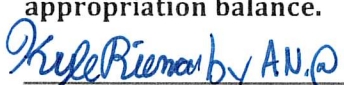

Dwayne Carey, Sheriff

Approved as to legal form:


C.J. Dykhouse, County Counselor

AUDITOR CERTIFICATION

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and there exists as sufficient. Unencumbered appropriation balance.

 8-11-26
Kyle Rieman, Auditor Date:

MONTGOMERY COUNTY

By:


Ryan D. Poston, Presiding Commissioner

ATTEST:


Carole Weeks, County Clerk

APPROVED - MCSO:


Craig S. Allison, Sheriff

Appropriation Account
1255-72000

BILLING CALENDAR EXHIBIT A

Detainee Billed Day Rate is \$55.00 each day

January-31 days:	\$51,150.00
February-28 days:	\$46,200.00
March-31 days:	\$51,150.00
April-30 days:	\$49,500.00
May-31 days:	\$51,150.00
June-30 days:	\$49,500.00
July-31 days:	\$51,150.00
August-31 days:	\$51,150.00
September-30 days:	\$49,500.00
October-31 days:	\$51,150.00
November-30 days:	\$49,500.00
December-31 days:	\$51,150.00

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

August Session of the July Adjourned

Term. 20 26

In the County Commission of said county, on the 20th day of August 20 26
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve an Interoperable Radio System Cooperative Agreement with the Curators of the University of Missouri on behalf of the University of Missouri Healthcare. The terms of the agreement are set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 20th day of August, 2026.

ATTEST:

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

Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**BOONE COUNTY JOINT COMMUNICATIONS
INTEROPERABLE RADIO SYSTEM
COOPERATIVE AGREEMENT**

THIS AGREEMENT dated the last signature date below, 2026, is entered into by and between **Boone County, Missouri** (County), by and through Boone County Joint Communications (BCJC), and **Curators of the University of Missouri on behalf of University of Missouri Healthcare** (Agency):

WHEREAS, County, by and through BCJC, desires to construct and implement an 800 MHz radio system for communication among first responders in Boone County to enhance communications and increase safety for first responders; and

WHEREAS, BCJC intends to operate its legacy VHF system in parallel with the new 800 MHz for a period of time to facilitate an orderly transition to a primary 800 MHz system; and

WHEREAS, in order to assist first responder agencies in Boone County with this radio system enhancement, County has made available certain funding for the acquisition of dual-band, VHF and 800 MHz radios, or funding for upgrades to existing radios currently owned by first responder agencies, for the initial acquisition or upgrade of Agency's radio inventory; and

WHEREAS, Agency understands that this funding is one-time funding and that repairs to and the ultimate replacement of radios acquired or upgraded pursuant to this County program will be the sole responsibility of the Agency; and

WHEREAS, Agency agrees to operate radios using or accessing BCJC's radio system in accordance with BCJC's radio policies and procedures and the terms of this Agreement; and

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

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

1. DEFINITIONS.

- a. **Encryption:** The conversion of data into a cipher text that cannot be understood by unauthorized entities.
- b. **Infrastructure:** All fixed electronic and civil components that make up the System owned and operated by BCJC. This includes owned or leased radio towers, monopoles, rooftop or water tower installations, RF transmitters, microwave components, combiners, repeaters, antenna systems, controllers, comparators, routers, GPS time standards, and other network hardware, equipment shelters, HVAC subsystems, UPS and emergency power generator systems, and countywide recording systems.
- c. **Project 25 or P25 Phase 2:** A set of open system standards for interoperable digital public radio systems which standardizes the interfaces between the various components of the Infrastructure and the System. The P25 standards are developed and maintained by the Telecommunications Industry Association (TIA) on behalf of the Association of Public Safety Communications Officials International (APCO).
- d. **Subscriber Radios:** An Agency's mobile radios, portable radios, base radios, desktop

control stations, digital vehicle repeater systems, and RF modems used for mobile data.

- e. **System:** The countywide emergency communications radio system and associated computer software, equipment, subsystems, and services.

2. PROCUREMENT PATH. County has organized a competitive procurement path for the purchase of certain dual-band (VHF and 800 MHz) portable radios and mobile radios. The grant of equipment under the procurement process requires Project 25 and P25 Phase 2 compliant radios and systems as indicated in paragraph 5, infra. In order to assist Agency in modernizing and enhancing its communication systems and to facilitate Agency's use of the System operated by BCJC, County has agreed to procure Fifty-two (52) portable radios and Eighteen (18) mobile radios for Agency. The portable radios shall be L3Harris XL-200P or a similar model from the same manufacturer, and the mobile radios shall be L3Harris XL-200M or a similar model from the same manufacturer. Agency is also authorized to use \$115,156.38 for BCJC to purchase upgrades to Agency's existing radios that will allow the existing radio to comply with the other terms of this Agreement. Under the terms of this Agreement, the total amount payable from County to Agency or on Agency's behalf shall not exceed \$563,916.52. The following shall apply to radios purchased by County for Agency under this Agreement:

- a. County will transfer ownership of the radios purchased under this Agreement to Agency and facilitate the transfer of all applicable warranties as permitted by the manufacturer. Agency agrees to accept ownership and title of the radios and comply with the provisions of this Agreement.
- b. Agency shall not transfer, sell, give, or otherwise dispose of any of the radios procured under this Agreement without the consent of BCJC.
- c. Agency will recognize the role of County's funding of its radios when describing its communication system.
- d. Agency shall be responsible for the costs of any accessories Agency desires for the radios provided herein, including extra batteries, charger banks, lapel mics, or any other accessory.
- e. Agency shall maintain such property and casualty insurance on the radios as Agency deems appropriate to protect against risk of loss.
- f. Agency shall be responsible for all costs related to the loss, breakage, misuse, or destruction of any radio provided under this Agreement.
- g. Agency shall inspect each radio upon receipt to ensure it is in good working order and programmed as desired by Agency.
- h. Agency will maintain a current and routinely updated inventory of all radios Agency uses to access the System. The updated inventory must include at a minimum the make, model number, serial number, acquisition date, Agency assigned asset tag or other identification ID, and original book value. Agency shall provide BCJC with a copy of that updated inventory record at least annually. Any radio not appearing on the inventory will not be permitted to access the System.
- i. Agency shall be responsible for funding and procuring additional and/or replacement radios as determined by Agency's needs. Agency shall be responsible for any additional radio features or substitutions that it requests at Agency's own cost.

3. USE OF THE RADIO SYSTEM. County, by and through BCJC, hereby grants Agency permission to use the System, subject to the following:

- a. Agency will use commercially reasonable efforts to send a representative to attend

and participate in routine meetings convened by BCJC regarding the use and operation of the System.

- b. Agency shall comply with the rules, regulations, policies, and standards established by BCJC, all of which shall be made available to Agency.
- c. Agency will use commercially reasonable efforts to participate in after-action reviews of significant System impacts.
- d. Agency shall comply with all laws, rules, and regulations by any governing authority, including the FCC. If technical or other changes are mandated by the FCC then Agency must timely comply with said mandates at Agency's own cost.
- e. Agency shall cooperate with and implement at Agency's cost any upgrades or changes made to the System by BCJC no later than one year after receipt of notice from BCJC.
- f. Agency is prohibited from selling, assigning, or transferring any right or license to use the System, in whole or in part, to any other person or entity.
- g. Any Agency that is found to have tampered, misused, or used access to the System in a manner that does not comply with BCJC policies shall be subject to having the authorization for those radios to access the System revoked.
- h. Agency shall take whatever steps are necessary for it to be P25 Phase 2 compliant with all radios that use or access the System no later than January 1, 2028, as BCJC will discontinue the VHF/800 MHz overlay on or about January 2, 2028.

4. **INFRASTRUCTURE.**

- a. **Operation, Maintenance and Support.** County, by and through BCJC, will be responsible for the operation, technical performance, preventative maintenance, modifications/additions, hardware/software upgrades, routine repairs, and emergency restoration of the Infrastructure. BCJC will oversee and manage contractors authorized to maintain and support the Infrastructure. BCJC will comply with all FCC and other authoritative rules and regulations regarding the operations of the System. BCJC will provide notice of any voluntary upgrades or compliance mandates to the System which will impact Agency.
- b. **Physical Security.** BCJC will ensure that reasonable physical security measures are taken to protect the equipment sites of the Infrastructure.
- c. **Critical System Data.** BCJC will take reasonable steps to ensure that System data, custom configurations, interoperability and fleetmapping templates are regularly backed up. BCJC will not be responsible for the retention of data, in either an encrypted or nonencrypted format, for purposes of Agency record keeping or potential evidence retention.
- d. **Radio Licenses.** BCJC is the named licensee and will be responsible to acquire and maintain all licenses required by the FCC for the operation of the System. BCJC will investigate and remediate any complaints of interference or substandard performance of the System. BCJC will comply with all applicable laws, rules, and regulations including FCC regulations in its administration of radio licenses.
- e. **Backup Network Testing.** BCJC will schedule, coordinate, and conduct tests of backup systems, including countywide all-Agency drills, consistent with best practices.

5. PROGRAMMING, DATA CONVERSION, FLEETMAPPING & INTEROPERABILITY TEMPLATE DESIGN. BCJC will be responsible for programming Subscriber Radios. Costs for conversion of GPS data and/or interface to CAD or other computer management systems will be the responsibility of the Agency. BCJC will be responsible for initial and ongoing fleetmapping and interoperability template design and codeplug provision for all user Agencies. Any Agency radio that is found to have configurations not approved and programmed by BCJC may have its authorization to access the System revoked in accordance with BCJC policies. Agency will be responsible to verify all programming conducted by BCJC is working as intended for Agency's use and will promptly notify BCJC of any apparent errors in programming so that any programming errors can be corrected in a timely fashion, typically within 30 days of the receipt of notice. BCJC is not responsible for any unreported programming errors.

6. LOSS OR THEFT. Agency shall notify BCJC as soon as reasonably possible upon discovery of the loss or theft of any Subscriber Radios, but in no case later than 48 hours from such discovery. BCJC will suspend the missing Subscriber Radios electronic registration with the System in order to prevent unauthorized access to the System.

7. NOTICES. Any notice, request, or other communication required by this Agreement shall be provided in writing, including electronic mail communication with a signatory, or their successor, of this Agreement, or by United States postal service at the addresses specified below.

Agency:
University of Missouri Healthcare Ambulance Service
One Hospital Drive
Columbia, MO 65212

County:
Boone County Joint Communications, Attn: Director
2145 County Drive
Columbia, MO 65202
Fax: 573-875-1072

With a copy to:
CJ Dykhous, County Counselor
801 E Walnut, Rm 211
Columbia, MO 65201
Fax: 573-886-4413

8. HOLD HARMLESS. Agency and County acknowledge that service disruptions will occur from time to time and agree to hold each other harmless for all such disruptions. Agency and County assume no responsibility for any accidents or claims arising out of the use of the Subscriber Radios. Notwithstanding any other term of this Agreement, neither party intends to affect, waive, or modify the doctrines of sovereign immunity, official immunity, or other immunities or protections that are otherwise available to either party under Missouri state law or federal law.

9. NONAPPROPRIATION. Any obligation to either party imposed under this Agreement is conditioned on there being sufficient funds appropriated to fulfill that party's obligations under the Agreement.

10. TERM AND TERMINATION. This agreement shall continue perpetually unless terminated as provided for in this paragraph. County may terminate this agreement upon a minimum of 365 days' notice with the final termination date to coincide with the end of County's next fiscal year. Agency may terminate this agreement upon a minimum of 365 days' notice with the final termination date to coincide with the end of County's next fiscal year. If notice of termination is provided less than five (5) years since County has provided funding for the procurement of radios issued to Agency under this Agreement, then Agency will return all radios purchased with County funds to BCJC upon termination of this Agreement.

11. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

12. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

13. ENTIRE AGREEMENT. The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

14. AUTHORITY. The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

15. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the Circuit Court of Boone County, Missouri.

16. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SO AGREED.

[Signatures appear immediately on next page.]

AGENCY

BY:

Marcy Maddox
Name Marcy Maddox

Title: Executive Director Supply Chain
08/13/2026

APPROVED AS TO LEGAL FORM (UM 000)
By Nicole Murphy at 8:42 am, Aug 13, 2026

Attest:

BOONE COUNTY, MISSOURI

By: Boone County Commission

Kip Kendrick
Kip Kendrick, Presiding Commissioner

ATTEST:

Brianna L. Lennon, Sec
Brianna L. Lennon, County Clerk

APPROVED:

Christie Davis
Christie Davis, BCJC Director

APPROVED AS TO LEGAL FORM:

CJ Dykhouse
CJ Dykhouse, County Counselor

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.)

Kyle Rieman by A.N. @
Kyle Rieman, County Auditor

8-14-26
Date

2706-84200
Appropriation Account

Quote



Date: 5/18/2026 Rev B
Valid Until: 6/16/2026
Quote #: SWF04152026E
Customer ID: BooneCo.

Customer:
Boone County Joint Communications
Christi Davis
911 Director
2145 E County Drive
Columbia MO 64202
573 554 1001

Quote/Project Description
Radios for University of Missouri EMS
Pricing Per FSA Contract # RFP15-20-VO2023

Presented by:
Wayne Farro Regional Account Manager
Steve Fisher Chief Engineer

Item	Quantity	Description	List	Discount	Unit Sale	Extended Sale
1	52	L3Harris XL-200P Multiband Portable Radio <i>Includes</i> PKP Yellow/Black Case Profile Over the Air Programming In Band GPS P25 Over the Air Rekeying P25 Trunking P25 Phase 2 AES/DES Encryption Dual Band VHF/700/800 MHz Two Hi Cap 4800 MAH Battery Flex Helical Antenna 136-870 MHz Metal Belt Clip Charger Single Bay + Speaker Microphone	\$ 10,381.02	28%	\$ 7,474.33	\$ 388,665.16
2	18	L3Harris XL-200M Multiband Mobile Radio <i>Includes</i> Dual Band VHF/700/800 MHz P25 Trunking P25 Phase 2 AES/DES Encryption Front/Rear Mount Kit Over the Air Programming Over the Air Rekeying Microphone External Speaker	\$ 12,123.00	28%	\$ 8,728.56	\$ 157,114.08
3	48	Portable TAC FEATURE, PROFILE-OTAP	\$ 395.00	28%	\$ 284.40	\$ 13,651.20
4	48	Portable TAC FEAT,P25 OTAR(OVER-THE-AIR-REKEYING)	\$ 700.00	28%	\$ 504.00	\$ 24,192.00
5	48	Portable TAC FEATURE,P25 PHASE 2 TDMA	\$ 275.00	28%	\$ 198.00	\$ 9,504.00
6	21	Mobile TAC FEATURE,P25 PHASE 2 TDMA	\$ 275.00	28%	\$ 198.00	\$ 4,158.00
7	21	Mobile TAC FEATURE, PROFILE - OTAP	\$ 395.00	28%	\$ 284.40	\$ 5,972.40
8	21	Mobile TAC FEAT,P25 OTAR(OVER-THE-AIR-REKEYING)	\$ 700.00	28%	\$ 504.00	\$ 10,584.00
9	21	Mobile TAC FEATURE,256-AES,64-DES ENCRYPTION	\$ 785.00	28%	\$ 565.20	\$ 11,869.20
10	48	Mobile TAC FEATURE,256-AES,64-DES ENCRYPTION	\$ 785.00	28%	\$ 565.20	\$ 27,129.60
11	39	Multi-Band Mobile Radio Antenna Kits	\$ 114.73	25%	\$ 86.05	\$ 3,355.95
Special One Time Discount						\$ (98,550.00)
Special Notes and Instructions						
Radio Programming Installation and Feature upgrades to be installed by Boone County Radio Shop						
			Total			\$ 557,645.59

Quote subject to Ci standard terms and conditions.

Submit Purchase Order to:
Communications International
4450 US Highway 1
Vero Beach, FL 32967
www.ask4ci.com

Quote accepted:

Signature _____

Print Name _____



QUOTE TERMS AND CONDITIONS:

1. Quotes are exclusive of all installation and programming charges unless expressly stated
2. Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility.
3. Ordered equipment may be returned for a full refund, less a 25% restocking fee, if the equipment is returned unused and undamaged in its original packaging within six months after shipment.
4. Prices quoted are valid for the duration as noted above.
5. Net 30 days after invoice
6. Manufacturer's standard equipment warranty (which will be furnished upon request) applies to all ordered equipment. Communication International, Inc. DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. Communication International, Inc.'s TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, IN NO EVENT WILL COMMUNICATIONS INTERNATIONAL INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
8. These terms will prevail over any inconsistent or additional terms on any purchase order submitted by the purchaser.
9. The prices set forth in this Proposal are based on Ci's supplier pricing and the laws and regulations in effect as of the date of this proposal. CI expressly reserves the right to adjust pricing if Ci's supplier pricing increased or if there occurs a Force Majure event or circumstance. (As that term is defined in the above terms and conditions)

Billing Address:
COLUMBIA BOONE COUNTY PUB
SAFETY JOINT COMM 911
2145 E COUNTY DR
COLUMBIA, MO 65202
US

Quote Date:05/01/2026
Expiration Date:06/30/2026
Quote Created By:
John Briggs
john.briggs@wirelessusa.com

End Customer:
COLUMBIA BOONE COUNTY PUB SAFETY
JOINT COMM 911
Christie Davis
cdavis@boonemo.gov
573-554-1001

Contract: 34733 - MARC/KCRPC

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	FLASHport Series	APX8500FLASHPORT				
1	T8425A	SOFTWARE LICENSE DIGITAL SMARTZONE	1	\$0.00	\$0.00	\$0.00
1a	GA01630AB	ADD: SMARTCONNECT	3	\$0.00	\$0.00	\$0.00
1b	GA00580AB	SOFTWARE LICENSE ENH: UPGRADE TO TDMA	3	\$609.00	\$365.40	\$1,096.20
1c	G298AU	ADD: ASTRO 25 OTAR W/ MULTIKEY	3	\$1,002.00	\$601.20	\$1,803.60
1d	GA09001AB	ADD: WI-FI CAPABILITY	3	\$407.00	\$244.20	\$732.60
	After Market Encryption Upgrades					
2	T7936A	SOFTWARE LICENSE APX UCM UPGRADE CD*	1	\$61.53	\$61.53	\$61.53
2a	CA00182AR	ADD: AES ENCRYPTION SOFTWARE	3	\$745.00	\$745.00	\$2,235.00

Grand Total

\$5,928.93(USD)

Notes:

- Additional information is required for one or more items on the quote for an order.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Line #	Item Number	Parametric Data
1	T8425A	FLASHMDL = M37TSS9PW1AN,FLASHEXP = 14R068-Q11480-2-000000-000000
2	T7936A	Incomplete



EQUIPMENT PROPOSAL

FOR: Columbia Boone County Joint COMM 911

Arcadian GPS/WiFi

2145 E. County Dr

Glass mount antenna

Columbia, Mo 65202

MU Health

CONTACT: Christie Davis

PHONE: 573-554-1001

FAX:

[illegible]

REMARKS:	SUBTOTAL	\$342.00
	TAX	
	INSTALLATION	
	DELIVERY	
WARRANTY: 1 YEAR	TOTAL	
DELIVERY: 7 DAYS	DOWN PAY	
	BALANCE	\$342.00

PREPARED BY: JOHN BRIGGS PH: 573-424-2257

DATE: 6/3/2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20²⁶

County of Boone

} ea.

In the County Commission of said county, on the

20th

day of August

20 26

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Revision to move the EM1 Software from Contingency to OEM's budget.

Done this 20th day of August, 2026.

ATTEST:

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

Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

AUG 14 2026

BOONE COUNTY
AUDITOR

8/10/26
EFFECTIVE DATE

(Use whole \$ amounts)

Transfer From	Transfer To
Decrease	Increase

Dept	Account	Dept Name	Account Name	Decrease	Increase
2700	86850	911/EM Non-Departmental	Contingency	9,487	
2702	70100	OEM	Software Subscriptions		9,487
				9,487	9,487

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):

To move the EM1 Technologies, Inc. software to OEM's budget

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES or 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: EMM SFL and EMM C to work

Auditor's Office

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

EM1 Technologies, Inc
Order Form

Quote Date: 6/29/2026			Quote Expiration: 8/29/2026		
Customer: Boone County, MO, Emergency Management			Contact: Jacob Waller		
Address: 2145 County Drive, Columbia, MO 65202			E-mail: jwaller@boonecountymo.org		
Description of EM1 Platform: Customer will be provided with the EM1 modules selected below					
#	Description	Qty	List Price	Discount	Total
EM1-005	Team Plan: EM1's Team Plan provides 5 monthly access seats, usable by different team members in any given month, unlimited access to the EM1 modules selected below: Assistant AI-powered chatbot that grounds its answers in the Customer Knowledge Base, EM1 Library, and Trusted Web. Audit & Compliance Crosswalks Compliance tool that evaluates any plan against custom or industry standards, backed by EM1's library of best practice plans. Support & Success Team Plan includes guided onboarding (1-hour live session), 30-day follow-up, monthly office hours, and standard break/fix ticketing.	1	\$17,250	55%	\$9,487
Total					\$9,487
Initial Term Length: Twelve (12) months. Fees are payable annually in advance. EM1 accepts payments in US Dollars only by electronic funds transfer, check, or credit card. In the latter case, a 3% surcharge is added for credit card processing fees.					
Service Capacity and Excess Usage Fees: Customer shall not be charged overage fees for exceeding the seat count associated with their current subscription tier; provided, however, that if Customer exceeds such seat count for three (3) consecutive calendar months, Customer's subscription shall automatically be upgraded to the next applicable pricing tier, effective as of the first day of the following month. Company shall provide written notice to Customer no fewer than thirty (30) days prior to such tier upgrade.					

SAAS CUSTOMER AGREEMENT

This SAAS CUSTOMER AGREEMENT ("**Agreement**") is entered into on this _____ day of _____, 2026, (the "**Effective Date**") by and between EM1 Technologies, Inc, a Delaware corporation with offices located at 1111B S Governors Ave STE 23972 Dover, DE 19904 ("**EM1**") and the customer listed above ("**Customer**"). This Agreement includes and incorporates the above Order Form, as well as the accompanying Terms and Conditions and Exhibits and contains, among other things, warranty disclaimers, liability limitations and use limitations. Each Party's acceptance of this Agreement was and is expressly conditional upon the other's acceptance of the terms contained in this Agreement to the exclusion of all other terms. EM1 and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

EM1 TECHNOLOGIES, INC

Boone County, MO, Emergency Management

By:

By:

Name: Tyler Felous

Name: *Jacob Waller*

Title: CEO

Title: *Deputy Director, Boone County OEM*

EM1 TECHNOLOGIES TERMS AND CONDITIONS

1. DEFINITIONS.

(a) **"Affiliate"** of any Person means any Person that controls, is controlled by, or is under common control with such Person. As used in the context of Affiliates, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or other interests, by contract or otherwise.

(b) **"Authorized Users"** means Customer's employees and contractors who have been authorized by Customer to access and use the EM1 Platform on Customer's behalf.

(c) **"Customer Data"** means, collectively, Knowledge Base Content and User Inputs.

(d) **"Documentation"** means EM1's user materials relating to the EM1 Platform, which may be provided by EM1 to Customer from time to time.

(e) **"EM1 IP"** means the EM1 Platform (including the Software), the Documentation, all technology (including source code, object code and all related algorithms) related thereto and all intellectual property or proprietary rights in the foregoing. For the avoidance of doubt, EM1 IP does not include Customer Data.

(f) **"EM1 Platform"** means the modules of EM1's hosted platform which are selected in the table set forth in the Order Form above.

(g) **"Knowledge Base Content"** means information, data or content that is provided by or on behalf of Customer to enable the EM1 Platform to generate outputs. Knowledge Base Content may include, without limitation, Customer's emergency preparedness plans, policies and procedures. Knowledge Base Content may include Public Content.

(h) **"Person"** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership or other entity.

(i) **"Public Content"** means data or content that is or has become publicly available through no action or fault of EM1.

(j) **"User Inputs"** means any thought, idea or request input into the EM1 Platform by an Authorized User.

2. ACCESS AND USE.

(a) **Provision of Access.** Subject to Customer's full compliance with all terms and conditions of this Agreement, EM1 hereby grants Customer a non-exclusive, non-transferable right to access and use the EM1 Platform during the Term, solely by Authorized Users, for Customer's internal use and in accordance with, to the extent provided to Customer, the Documentation. EM1 shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the EM1 Platform. EM1 may in its sole discretion, modify, enhance or otherwise change the EM1 Platform from time to time in its sole discretion; *provided*, that such changes will not materially limit or adversely affect the EM1 Platform provided to Customer hereunder.

(b) **Use Restrictions.** Customer shall not, directly or indirectly: (i) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to or attempt to discover the source code, object code or underlying structure, ideas or algorithms of the EM1 Platform or any software, Documentation or data underlying or related to the EM1 Platform ("**Software**"); (ii) copy, modify, translate, or create derivative works of the EM1 Platform or Software, in whole or in part; (iii) use or access the EM1 Platform or Software for timesharing or service bureau purposes or for any purpose other than for the internal benefit of Customer as set forth in this Agreement; (iv) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the EM1 Platform or Software; (v) remove any product identification, proprietary, copyright or other notices from the EM1 Platform or Software; (v) use the EM1 Platform or Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any Person, or that violates any applicable laws or regulations; (vi) use the EM1 Platform to build an application or product that is competitive with the EM1 Platform; (vii) represent that outputs from the EM1 Platform are human-generated when they are not; or (viii) permit any third party to do any of the foregoing. Customer will use commercially reasonable efforts to prevent any unauthorized use of the EM1 Platform or the Software, and will promptly notify EM1 of any unauthorized use that comes to Customer's attention and provide all reasonable cooperation to prevent and terminate such use.

(c) **Reservation of Rights.** Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual

property rights or other right, title, or interest in or to the EM1 IP. As between the Parties, EM1 retains all right, title and interest in and to the EM1 IP.

(d) **Suspension.** Notwithstanding anything to the contrary in this Agreement, EM1 may temporarily suspend Customer's and any Authorized User's access to any portion or all of the EM1 Platform if: (i) EM1 reasonably determines that (A) there is a threat or attack on any of the EM1 IP; (B) Customer's or any Authorized User's use of the EM1 IP disrupts or poses a security risk to the EM1 IP or to any other customer or vendor of EM1; (C) Customer, or any Authorized User, is using the EM1 IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) EM1's provision of the EM1 Platform to Customer or any Authorized User is prohibited by applicable law or (ii) in accordance with Section 7(a)(iii) (any such suspension described in sub-clause (i), or (ii) of this Section, a "**Service Suspension**"). EM1 shall use commercially reasonable efforts to provide prior notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the EM1 Platform following any Service Suspension. EM1 shall use commercially reasonable efforts to resume providing access to the EM1 Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. EM1 will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

3. **CUSTOMER DATA.** As between the Parties, all Customer Data is the sole and exclusive property of Customer and may be used by Customer for any purpose. Customer grants EM1 a nonexclusive, worldwide, royalty-free, sublicensable license to use, copy, reproduce, distribute, and make derivative works of Customer Data for the purpose of providing and improving the EM1 Platform and related services to Customer. Without limiting the foregoing, Customer acknowledges that its Knowledge Base Content will inform EM1's repository of emergency preparedness resources, which is used by EM1 to produce and evaluate emergency preparedness plans and other content for EM1's customers; however, in no event will EM1 disclose any Knowledge Base Content that can specifically identify Customer or any Person associated with Customer. For clarity, nothing in this Agreement will restrict EM1 from using or disclosing Public Content in any manner. Customer agrees to provide EM1 with all Knowledge Base Content that is reasonably requested by EM1 to provide the EM1 Platform to Customer. EM1 may collect, retain and use during and after the term of this Agreement, usage data that is derived from the operation of the EM1 Platform, including patterns identified through the use of the EM1 Platform and data regarding the performance of the EM1 Platform ("**Usage Data**"), which such Usage Data will not contain Customer Data. EM1 is free to use Usage Data for any lawful purpose, including to develop and improve the EM1 Platform.

4. **SERVICE LEVELS AND SUPPORT.** Subject to the terms and conditions of this Agreement, EM1 shall use commercially reasonable efforts to make the EM1 Platform available in accordance with the service levels set out in **Exhibit A** and to provide the support as contemplated therein.

5. **DATA SECURITY.** EM1 will maintain commercially reasonable administrative, physical and technical safeguards for the EM1 Platform to protect against the accidental or unauthorized access, use, alteration or disclosure of Customer Data properly uploaded to, or ingested by, the EM1 Platform and processed or stored on a computer and/or computer network owned or controlled by EM1 in connection with the EM1 Platform. EM1 will notify Customer within 24 hours of becoming aware of any security event or incident that directly impacts the confidentiality, integrity, or availability of Customer's data.

6. **CUSTOMER RESPONSIBILITIES.**

(a) **General.** Customer is responsible and liable for all uses of the EM1 Platform and Documentation resulting from access provided by EM1, including all acts and omissions of Authorized Users. Customer shall make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized Users' use of the EM1 Platform, and shall cause Authorized Users to comply with such provisions.

(b) **Customer Data.** Customer is responsible for the accuracy, completeness, quality, legality, appropriateness, reliability, intellectual property ownership or rights regarding the use of the Customer Data (including complying with all applicable laws, rules or regulations applicable to the Customer Data). In addition, Customer is responsible for making back-ups of Customer Data and that the EM1 Platform is not intended to be the sole repository of any Customer Data. EM1 is not responsible for verifying the accuracy or completeness of any Customer Data and is also not responsible for any inaccuracies or other errors in any outputs from the EM1 Platform. Outputs from the EM1 Platform are not intended to be used without human-level review. Customer is responsible for reviewing and confirming the accuracy and appropriateness of all outputs from the EM1 Platform.

(c) **Third Party Services.** Customer acknowledges and agrees that (i) the EM1 Platform may operate on, with or using services operated or provided by Customer or third parties (e.g., other technology systems or vendors of Customer) ("**Third Party Services**"), (ii) the availability and operation of the EM1 Platform or certain portions thereof may be dependent on the performance of such Third Party Services, and (iii) Customer's failure to provide adequate access to such Third Party Services may result in an interruption or unsatisfactory performance of the EM1 Platform.

EM1 does not make any representations or warranties with respect to Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

7. FEES AND PAYMENT.

(a) Fees. Customer shall pay EM1 the fees ("**Fees**") as set forth in the Order Form without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the Order Form. If Customer's use of the EM1 Platform exceeds the service capacity set forth on the Order Form, Customer will be invoiced at the end of each calendar month for the excess usage over the service capacity at the rates set forth in the Order Form. If Customer fails to make any payment when due, without limiting EM1's other rights and remedies: (i) EM1 may charge interest on past due amounts at a rate of 1.5% per month or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse EM1 for all costs incurred by EM1 in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 10 days or more, EM1 may suspend Customer's and its Authorized Users' access to any portion or all of the EM1 Platform until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on EM1's income.

8. CONFIDENTIAL INFORMATION; FEEDBACK.

(a) Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential information does not include information that, at the time of disclosure is: (a) publicly available; (b) rightfully known to the receiving Party on a non-confidential basis; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, or reference to, the Confidential Information of the disclosing Party. All non-public information regarding the EM1 Platform and Software constitutes the Confidential Information of EM1. The receiving Party shall not disclose the disclosing Party's Confidential Information to any Person, except to the receiving Party's employees, consultants, agents or representatives who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (such Persons, its "**Representatives**"). In addition, and except as permitted herein, the receiving Party shall not use the Confidential Information of the disclosing Party except as necessary to exercise its rights or perform its obligations hereunder. The receiving Party shall be responsible for any unauthorized access, use or disclosure of the disclosing Party's Confidential Information by the receiving Party's Representatives. Each Party may disclose Confidential Information to the limited extent required: (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. All Confidential Information disclosed pursuant to the preceding sentence will remain subject to the confidentiality and non-use obligations contained herein for all purposes other than such permitted disclosure. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and, at the disclosing Party's request, certify in writing that such Confidential Information has been destroyed. Each Party's confidentiality obligations with regard to Confidential Information are effective as of the Effective Date and will survive expiration or termination of this Agreement.

(b) Feedback. Customer or any of its Authorized Users may send or transmit any communications or materials to EM1 by mail, email, telephone, or otherwise, suggesting or recommending changes to the EM1 Platform, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"). In such case, Customer shall, and hereby does, grant to EM1 a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose.

9. WARRANTIES AND DISCLAIMERS.

(a) Mutual. Each Party represents and warrants that (i) it is duly organized, validly existing, and in good standing under the laws of the state of its organization; (ii) it has the necessary organizational power and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights granted to the other Party herein; (iii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and

duties hereunder do not and will not violate any other agreement to which such Party is a party or by which it is otherwise bound; and (iv) it and its performance hereunder will comply with all applicable laws and regulations.

(b) EM1. EM1 warrants that it will not knowingly include, in the EM1 Platform provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including those known as disabling devices, trojans, or time bombs, that intentionally disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data.

(c) Disclaimers. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 9, THE EM1 PLATFORM IS PROVIDED "AS IS" AND EM1 HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EM1 SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9, EM1 MAKES NO WARRANTY OF ANY KIND THAT THE EM1 PLATFORM, OR ANY RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, ARE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR ARE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. WITHOUT LIMITING THE FOREGOING, EM1 PROVIDES NO WARRANTY OR GUARANTEE THAT ANY SYSTEM OUTPUT IS ACCURATE, COMPLETE OR ERROR-FREE. THE ACCURACY AND EFFECTIVENESS OF THE SYSTEM OUTPUT DEPENDS ON THE KNOWLEDGE BASE CONTENT THAT IS PROVIDED BY CUSTOMER, AND CUSTOMER IS SOLELY RESPONSIBLE FOR THE CONTENTS OF ALL KNOWLEDGE BASE CONTENT. EM1 DOES NOT GUARANTEE THAT THE EM1 PLATFORM WILL IMPROVE THE SPEED OR EFFICACY OF CUSTOMER'S EMERGENCY RESPONSE OPERATIONS. CUSTOMER ACKNOWLEDGES AND AGREES THAT, AS BETWEEN THE PARTIES, CUSTOMER IS SOLELY RESPONSIBLE FOR ITS EMERGENCY RESPONSE OPERATIONS, AND EM1 IS NOT RESPONSIBLE FOR DAMAGE TO PERSONS OR PROPERTY (OR LOSS OF LIFE) IN CONNECTION THEREWITH.

10. INDEMNIFICATION.

(a) EM1 Indemnification. EM1 shall indemnify, defend, and hold harmless Customer from and against any and all out of pocket losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the EM1 Platform infringes or misappropriates such third party's U.S. patents, copyrights, trademarks or trade secrets; *provided*, that Customer promptly notifies EM1 in writing of the claim, cooperates with EM1, and allows EM1 sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Customer agrees to permit EM1, at EM1's sole discretion, to (i) modify or replace the EM1 Platform, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use of the EM1 Platform in the manner permitted in this Agreement. If EM1 reasonably determines that neither alternative is reasonably available, EM1 may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer and refund Customer all prepaid but unused fees for the remainder of the then-current Term. The first sentence of this Section 10(a) will not apply with respect to portions or components of the EM1 Platform (V) not created by EM1, including but not limited to Customer Data or Third-Party Products; (W) that are modified by anyone other than EM1 where the alleged infringement relates to such modification; (X) combined with other products, processes or materials where the alleged infringement relates to such combination; (Y) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement or (Z) where Customer's use thereof is not strictly in accordance with this Agreement and all Documentation.

(b) Sole Remedy. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND EM1'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE EM1 PLATFORM INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. LIMITATIONS OF LIABILITY.

(a) Indirect Liabilities. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (I) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (II) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (III) LOSS OF GOODWILL OR REPUTATION; (IV) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (V) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER EM1 WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

(b) Direct Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT

(INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO EM1 UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(c) Exclusions. THE FOREGOING LIMITATIONS IN THIS SECTION 11 SHALL NOT LIMIT (I) A PARTY'S INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 10; (II) DAMAGES ARISING IN CONNECTION WITH A PARTY'S FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; OR (III) DAMAGES ARISING IN CONNECTION WITH A PARTY'S MISAPPROPRIATION OR OTHER UNAUTHORIZED USE OF THE OTHER PARTY'S TECHNOLOGY.

12. TERM AND TERMINATION.

(a) Term. The initial term of this Agreement (the "Initial Term") begins on the Effective Date and lasts for the duration of the Initial Term Length set forth in the Order Form. This Agreement and each Order Form entered into hereunder will automatically renew for successive one (1) year renewal terms (each a "Renewal Term" and together with the initial Term, the "Term") unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least 30 days prior to the expiration of the then-current term. EM1 may increase the subscription prices for any Renewal Term by providing written notice to Customer at least sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable.

(b) Termination. In addition to any other express termination right set forth in this Agreement: (i) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach and (ii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (W) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (X) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (Y) makes or seeks to make a general assignment for the benefit of its creditors; or (Z) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the EM1 IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the EM1 IP and certify in writing to EM1 that the EM1 IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

(d) Survival. This Section 12(d) and Sections 1, 2(c), 6, 7, 8, 9(c), 10, 11, and 13 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. MISCELLANEOUS.

(a) Entire Agreement. This Agreement, together with the Order Form and any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo. Notwithstanding the foregoing, Customer shall not be excused from its payment obligations as a result of the occurrence or persistence of a force majeure event.

(d) Relationship of the Parties. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.

(e) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g) Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

(h) Construction. As used in this Agreement, all terms used in the singular shall be deemed to include the plural, and vice versa, as the context may require. The words "hereof," "herein" and "hereunder" and other words of similar import refer to this Agreement as a whole, as the same may from time to time be amended or supplemented in accordance herewith, and not to any subdivision contained in this Agreement. The word "including" when used herein is not intended to be exclusive and means "including, without limitation." Any reference to a Person shall include that Person's successors and assigns or to any Person succeeding to that Person's functions. All references in this Agreement to "Sections" and "Exhibits" refer to the sections and exhibits of this Agreement. Where a date or time period is specified, it will be deemed inclusive of the last day in such period or the date specified, as the case may be. Words, obligations, representations, restrictions, rights, remedies or other matters connected by the word "or" are not exclusive of one another, unless expressly stated otherwise.

(i) Publicity. During the term of this Agreement, EM1 may include Customer's name and logo in its marketing materials and customer lists, including on its website. To the extent Customer provides standard trademark usage guidelines, EM1 shall use Customer's name and logo in accordance with the guidelines. In addition, Customer will cooperate with EM1 with respect to a mutually agreed joint press release.

(j) Relationship of the Parties. For all purposes under this Agreement, each Party will be and act as an independent contractor of the other and will not bind or attempt to bind the other to any contract, and nothing contained herein shall be deemed to constitute either Party as an employee, partner, joint venturer, or agent of the other Party. NOTWITHSTANDING ANY DUTY (INCLUDING ANY FIDUCIARY DUTY) THAT MAY OTHERWISE EXIST AT LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMITTED BY LAW, (I) NO PARTY SHALL HAVE A FIDUCIARY DUTY TO ANY PERSON BOUND BY THIS AGREEMENT, AND (II) THE SOLE DUTIES, IF ANY, OF EACH PARTY TO THIS AGREEMENT AND ITS RESPECTIVE AFFILIATES TO ANY PERSON BOUND BY THIS AGREEMENT SHALL BE LIMITED TO THE CONTRACTUAL DUTIES IMPOSED BY THIS AGREEMENT.

(k) Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, except that either Party may assign this Agreement without consent of the other Party to its successor in interest pursuant to a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to which this Agreement relate. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. For clarity, the foregoing shall not restrict or otherwise limit EM1's ability to subcontract portions of the EM1 Platform to its vendors, including its cloud hosting provider.

(l) Export Regulation. The EM1 Platform utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the EM1 Platform or the underlying software or technology to, or make the EM1

Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the EM1 Platform or the underlying software or technology available outside the US.

(m) US Government Rights. Each of the Documentation and the software components that constitute the EM1 Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the EM1 Platform and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(n) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the additional case for Customer, Sections 2(b) would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(o) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[Exhibits Follow]

EXHIBIT A

SERVICE LEVELS AND SUPPORT

Support

EM1 will maintain a support center ("**Support Center**") staffed with personnel who possess the appropriate education, experience, skills and training required to resolve any ordinary course problems related to the use of the EM1 Platform. The Support Center will be available to Customer eight (8) hours a day, five (5) days from Monday to Friday during EM1's normal business hours. EM1 will receive and respond to reports of problems by telephone at (301) 507-2313, or by email transmission at support@em1.com.

Scheduled Maintenance Window

EM1 reserves the right to perform routine maintenance on the Services during a scheduled maintenance window occurring each week from Saturday at 8:00 PM ET to Sunday at 8:00 AM ET ("**Scheduled Maintenance Window**").

EM1 will provide Customer with no less than five (5) business days' advance written notice of any maintenance expected to result in service downtime or disruption during the Scheduled Maintenance Window. Such notice will include the expected duration and nature of the impact on the Services.

Customer acknowledges that maintenance performed during the Scheduled Maintenance Window with proper notice shall not be considered a breach of service level commitments.

Service Levels

As further described below, EM1 will use commercially reasonable efforts to provide Customer with 99% availability to the EM1 Platform (the "**Platform Availability**").

If the EM1 Platform becomes substantially unavailable to Customer due to defects with the EM1 Platform, EM1 will respond to Customer (i) within eight (8) hours from Customer's notification to EM1 of such unavailability, if during EM1's normal business hours, or (ii) within eight (8) hours of the start of the next business day, if outside of normal business hours. The Platform Availability will be measured on a monthly basis, with all hours weighted equally, but the Platform Availability measurement will exclude reasonable scheduled downtime for system maintenance as well as any downtime or performance issues resulting from third party connections, services or utilities or other reason beyond EM1's control (including force majeure events described in Section 13(c) of the Agreement), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within EM1's possession or reasonable control, and denial of service attacks).

If the EM1 Platform is unavailable to Customer due to defects with the EM1 Platform beyond the Platform Availability metric, then, as Customer's sole and exclusive remedy (and EM1's sole liability), EM1 will provide Customer a credit for the subsequent EM1 Platform billing cycle as follows:

Availability	Credit (calculated as a percentage of monthly fees)
97% - 99%	5%
90% - 97%	10%
< 90%	20%

In order to receive downtime credit, Customer must notify EM1 support within seventy-two (72) hours of discovering the outage, and failure to provide such notice will forfeit the right to receive downtime credit. All credits provided hereunder are nonrefundable. If Customer elects not to renew the Agreement, such that the above credit cannot be applied, Customer will have the option to receive up to one free month of EM1 Platform as its sole remedy in lieu of such credit.

* * * *

Aaron Neugarten

From: Jacob Waller
Sent: Sunday, August 9, 2026 7:37 AM
To: Della Luster
Cc: Christopher Kelley
Subject: FW: EM 1 contingency

Della –

See below. Can you please work with the Auditor's Office on moving funds for EM1 out of contingency this week? Commission will support per the Presiding.

Thanks,

Jake

From: Kip Kendrick <KKendrick@boonemo.gov>
Sent: Friday, August 7, 2026 5:27 PM
To: Jacob Waller <JWaller@boonemo.gov>; Justin Aldred <JAldred@boonemo.gov>; Janet Thompson <JThompson@boonemo.gov>
Cc: Christopher Kelley <CKelley@boonemo.gov>
Subject: Re: EM 1 contingency

Jake,

Please feel free to work with the Auditor's office to request a revision to move this from contingency. Commission will support.

Kip

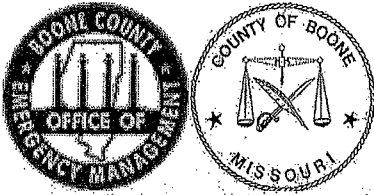
From: Jacob Waller <JWaller@boonemo.gov>
Sent: Friday, August 7, 2026 1:31 PM
To: Kip Kendrick <KKendrick@boonemo.gov>; Justin Aldred <JAldred@boonemo.gov>; Janet Thompson <JThompson@boonemo.gov>
Cc: Christopher Kelley <CKelley@boonemo.gov>
Subject: EM 1 contingency

Commissioners –

Following up on the conversation during the last 3C about EM1. Are we able to move the EM1 software out of contingency? The vendor has promised to honor the previous quote from last year of \$9,487 for one years' access to the platform. With buildout time and staff training basically zero we're hoping to make headway on planning and accreditation using this product.

Thank you,

Jake Waller
Deputy Director
Boone County Office of Emergency Management
jwaller@boonemo.gov
w. (573)-554-7909
c. (573)-356-1677



MAINSCR BOONE Core Budget Description - View Only ADAARON 09:42:42
 Year, 2026 Dept, 2700 911/EM NON-DEPARTMENTAL Finalized, Y 8/14/26
 Account, 86850 CONTINGENCY 2025, Est,
 2025, Bdgt, 185,635 YTD, % of Bdgt, Est, % of Bdgt,

Description	Qty	Unit	Amount	Total
FOR UNFORESEEN EXP/EVENTS			25,000	25,000
AMAZON CONNECT SUPP 2701-310			68,725	68,725
D4H & <u>EM1 SOFTWARE</u> SUPP 2708-309&404	*		20,000	<u>20,000</u>
PRINTER REQUESTS	*		3,450	3,450

Class, 4,209,473 Class, 2-8, 4,209,473 Proposed Core, 25,000 Bottom
 Proposed Supp, _____ % Chg
 Auditor Rev 92,175
 Commission Rev _____
 Total Budget, 117,175 37-
 F2=Key Scr F3=Exit F5=History
 F6=Dept Supplemental Budget F10=Notes *
 F12=Return F15=Summary

Transaction Code	Effective Date	Description	Process Date	Orig Document	Amount
22	1/02/2026	***** ORIGINAL BUDGET *****	2026 2025		117,175.00-
24	4/15/2026	COVER CLASS 7	2026 45		9,950.00

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

MAINSCR BOONE Core Budget Description - View Only ADAARON 09:40:48
 Year, 2026 Dept, 2702 EMERGENCY MGMT OPERATIONS Finalized, Y 8/14/26
 Account, 70100 SOFTWARE SUBSCRIPTIONS 2025, Est, 21,408
 2025, Bdgt, 21,408 YTD, 19,587 % of Bdgt, 92 Est, % of Bdgt, 100

Description	Qty	Unit Amount	Total
BITLY	1	350	350
BRIDGE4PS PRO LICENSES		15,000	15,000
CANVA PRO	1	1,400	1,400
HOOTSUITE SOCIAL MEDIA MGMT	1	3,500	3,500
SURVEY MONKEY	1	1,450	1,450
BRIDGE 4PS PRO LICENSES	* 1	13,000	13,000
COMMANDER 1 SIREN SOFTWARE	* 1	8,300	8,300
ADOBE	3	110	330

Class, 634,487 Class, 2,-8, 1,158,628
 F2=Key Scr F3=Exit F5=History
 F6=Dept Supplemental Budget F10=Notes *
 F12=Return F15=Summary

Bottom
%, Chg,

Proposed Core	21,700	236
Proposed Supp	21,300	
Auditor Rev		
Commission Rev	330	
Total Budget	43,330	102

Not Budgeted!

SUBLSR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN , 8/14/26 , 09:45:58

Year, 2026	Original Appropriation	43,330.00
Dept, 2702 EMERGENCY MGMT OPERATIONS	Revisions	9,620.00
Acct, 70100 SOFTWARE SUBSCRIPTIONS	Original, +, Revisions	52,950.00
Fund, 270 911/EM SALES TAX FUND	Expenditures	50,183.00
	Encumbrances	
Class/Account, A ACCOUNT	Actual, To, Date	50,183.00
Account, Type, E EXPENSE	Remaining, Balance	2,767.00
Normal, Balance, D DEBIT	Shadow, Balance	2,767.00

Expenditures, by, Period

January	2,988.00	July	
February	28,920.00	August	
March		September	
April		October	
May	18,275.00	November	
June		December	

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

Not Budgeted!

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 26

County of Boone

In the County Commission of said county, on the

20th

day of August

20 26

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

Now on this day, the County Commission of the County of Boone does hereby approve the application for organizational use of the Boone County Government Center Chambers by Columbia Chapter, National Society Daughters of the American Revolution on Monday, September 21, 2026 from 2:30 PM until 4:30 PM for a public reading of the US Constitution.

Done this 20th day of August, 2026.

ATTEST:

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

Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Columbian Chapter, National Society Daughters of the American Revolution

Address: 3904 Woodland Dr

City: Columbia

State: MO ZIP Code 65202

Phone: 573 449 3927

Website: _____

Individual Requesting Use: JULIA GOODELL

Position in Organization: CONSTITUTION WEEK CHAIR

Facility requested: ☒ Chambers ☐ Room 214 ☐ Room 301 ☐ Room 332

Event: Reading the U.S. Constitution

Description of Use (ex. Speaker, meeting, reception): a public reading

Date(s) of Use: Monday, September 21, 2026

Start Time of Setup: 2:30 AM/PM

Start Time of Event: 3:00 PM

End Time of Event: 4:00 AM/PM

End Time of Cleanup: 4:30 PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Melissa Applegate / Regent

Phone Number: 573-449-3927

Date of Application: _____

Email Address: melissarapplegate@gmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@booncmo.gov.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Bruna L. Lemer SEC

County Clerk

Kristin Kukul
County Commissioner

DATE: 08.20.2026