

29 -2026

## CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 2026

County of Boone

In the County Commission of said county, on the

15th

day of January

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 K-9 Maintenance Training Agreement between Boone County and the Columbia Police Department.

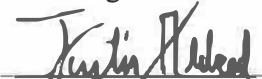
The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign the same.

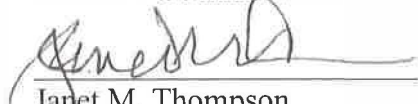
Done this 15<sup>th</sup> day of January 2026.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

026200

Permanent Record  
Filed in Clerk's Office

Introduced by Buffaloe  
First Reading 12-15-25 Second Reading 1-5-26  
Ordinance No. 026200 Council Bill No. B 333-25

### AN ORDINANCE

authorizing an agreement with Boone County, Missouri, on behalf of the Boone County Sheriff's Office, to provide the Police Department's K-9 unit with maintenance proficiency training in obedience, explosives detection, and other operational skills; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County, Missouri, on behalf of the Boone County Sheriff's Office, to provide the Police Department's K-9 unit with maintenance proficiency training in obedience, explosives detection, and other operational skills. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 5th day of January, 2026.

ATTEST:

Phil A. A.  
City Clerk

Barbara Buffaloe  
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]  
City Counselor

## K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the City of Columbia, Missouri for the Columbia Police Department (Agency):

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

WHEREAS, Agency desires to send its K-9 and handler through the BCSO's K-9 maintenance training program; and

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

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

1. **MAINTENANCE TRAINING.** BCSO agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSO's certified staff. Training areas will include obedience and explosives detection. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSO's program.

2. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

3. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of One Thousand Dollars (\$1,000.00) for the training contemplated herein, calculated at a rate of \$50/session. Agency shall pay one-half, or \$500.00, upon execution of this contract and the remaining one-half, or \$500.00, after ten (10) sessions have been completed for the first term of this Agreement, as shown on the Invoice, attached as Exhibit "B" and incorporated herein. BCSO shall Invoice Agency upon renewal of the contract term and enrollment of a K-9 and K-9 handling in the training.

4. **TERM AND TERMINATION.** The term of this Agreement shall begin on the 1st day of January, 2026, for a period of one-year and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$50.00 per session.

5. **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.

6. **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.

7. **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.

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

SO AGREED.

**CITY OF COLUMBIA, MISSOURI**

E-SIGNED by De'Carlton Seewood  
on 2025-01-06 18:31:04 GMT

By: De'Carlton Seewood  
City Manager

Date: January 06, 2026

**ATTESTED BY:**

E-SIGNED by Sheela Amin  
on 2025-01-06 19:17:11 GMT

Sheela Amin, City Clerk

**APPROVED AS TO FORM:**

E-SIGNED by Nancy Thompson  
on 2025-12-30 18:32:17 GMT M.C.

Nancy Thompson, City Counselor/mc

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 11002120-502010, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

E-SIGNED by Matthew Lue  
By: on 2025-12-03 19:15:04 GMT  
Director of Finance

L.L.

Exhibit "A"

**INFORMED CONSENT WAIVER AND RELEASE**

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

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

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

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

**Signature of Participant/Date**

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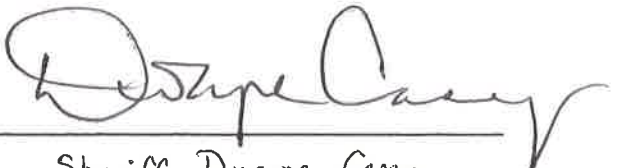
**Printed Name of Participant**

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**BOONE COUNTY, MISSOURI**

By: Boone County Commission

  
Kip Kendrick, Presiding Commissioner

  
Sheriff Dwayne Carey

ATTEST:

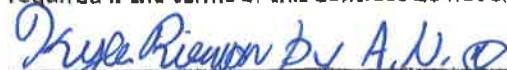
  
Brianna L. Lennon, County Clerk

APPROVED AS TO FORM:

  
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, County Auditor

1-12-26  
Date

2570-3569  
Appropriation Account

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

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ea.

January Session of the January Adjourned

**Term. 20**26**County of Boone****In the County Commission of said county, on the**


15th

**day of** January**20** 26**the following, among other proceedings, were had, viz:**

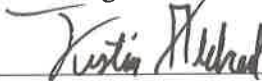
Now on this day, the County Commission of the County of Boone does hereby approve the request for an extended Training Period for New Employees for position 1712200025, Systems Administrator, through March 6, 2026. This request was made pursuant to Commission Order 147-2005, which requires Commission approval for any training period in excess of 80 hours.


Done this 15<sup>th</sup> day of January 2026.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

31 -2026

## CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 2026

County of Boone

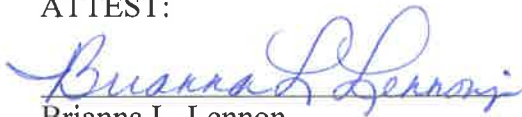
In the County Commission of said county, on the 15th day of January 20 26

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

Now on this day, the County Commission of the County of Boone does hereby approve the Information Technology Department's request to purchase from Cooperative Agreements for Fiscal Year 2026.


Done this 15<sup>th</sup> day of January 2026.

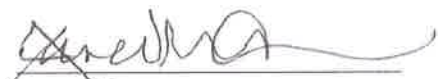
ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner





**BOONE COUNTY**  
**Department of Information Technology**  
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. Walnut, Room 220  
Columbia, MO 65201-4890  
573-886-4443

Julia Lutz

Director

**DATE:** January 13th, 2026

**TO:** Kip Kendrick, Presiding Commissioner  
Justin Aldred, District I Commissioner  
Janet Thompson, District II Commissioner

**FROM:** Julia Lutz

**SUBJECT:** Request Administrative Authority to Purchase Technology-Related Items for FY2026

The purpose of this request is to seek administrative authority for the Information Technology Department to purchase technology-related items in FY2026 as follows;

Part 1 – Request to extend authority for the IT Department to purchase from cooperative agreements for the fiscal year 2026. The department's authority expired on 12/31/25. Samples of cooperative agreements include the State of Missouri's CDW-G (Computer Discount Warehouse-Government), NACo (National Association of Counties), and NASPO ValuePoint. This request has been presented to and approved by the County Commission since 2003.

Part 2 – Request to extend authority for the IT Department to use the "Unanticipated Emergency Hardware" funding to replace existing technology items that fail and are not cost-effective to repair, for the following Cost Centers:

1172	92301	ALL	Unanticipated Emergency Hardware	\$5,000
2708	92301	JC/OEM	Unanticipated Emergency Hardware	\$5,000
2012	92301	Assessor	Unanticipated Emergency Hardware	\$2,500
2083	92301	RM/R&B	Unanticipated Emergency Hardware	\$2,000
6107	92301	FM	Unanticipated Emergency Hardware	\$2,000

This authority would cover equipment within the budgeted amount listed above without additional Commission review, allowing fewer technology interruptions for our users and reducing the number of "spare" items on hand. This request has been made and approved since 2018.

Part 3 - Request to extend authority for the IT Department to use the "Unanticipated Emergency Hardware" and "Unanticipated Emergency Hardware <\$1000" to purchase assets, as needed, where the item's total purchase price is less than \$1,000 for the following Cost Centers:

1172	23810	ALL	Unanticipated Emergency Hardware	\$2,500
1172	23830	ALL	Unanticipated Emergency Hardware <\$1000	\$5,000
2708	23830	JC/OEM	Unanticipated Emergency Hardware <\$1000	\$5,000
2012	23830	Assessor	Unanticipated Emergency Hardware <\$1000	\$2,500
2083	23830	RM/R&B	Unanticipated Emergency Hardware <\$1000	\$1,500
6107	23830	FM	Unanticipated Emergency Hardware <\$1000	\$1,500

This authority would cover equipment within the budgeted amount listed above without additional Commission review, allowing fewer technology interruptions for our users. These purchases should not have annual operating expenses or licenses. Monitors are the best example of this need. This request has been made and approved since 2018.

Thank you for your consideration regarding this matter.

*Julia Lutz*

CC: Kyle Rieman, Heather Acton, Victoria Walter, Beth Boos, Melinda Bobbit

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 26

In the County Commission of said county, on the 15th day of January 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 #5 to Contract C000363 (CT211966001) with IDEMIA Identity and Security USA LLC for the renewal of maintenance and support for the RMS Interface Connection and one Live Scan unit with printer. The terms of the agreement are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 15<sup>th</sup> day of January 2026.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Amy Gerskin**  
Senior Buyer



5551 S. Tom Bass Rd.  
Room 205  
Columbia, MO 65201  
Phone: (573) 886-4393  
[agerskin@boonemo.gov](mailto:agerskin@boonemo.gov)

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January 6, 2025

TO: Boone County Commission  
FROM: Amy Gerskin, Senior Buyer  
RE: Amendment #5 to Contract C000363, Cooperative Contract CT211966001  
– Idemia Livescan Application Maintenance & Support

Purchasing requests approval for Amendment #5 to contract C000363, co-operative contract CT211966001 for Idemia Livescan Application Maintenance and Support with Idemia Identity & Security USA LLC of Bedford, Massachusetts. The contract is used by the Boone County Sheriff's Office. The original contract was established December 23, 2021, through Commission Order 525-2021.

Amendment #5 incorporates new renewal agreements for the RMS Interface and One (1) Live Scan with printer for the 2025-2026 license period.

Payment will reference this coding:

- 1228 – General Fund Sheriff/Detention Administration / 60050 -Equipment Service Contract: \$4,027.00

c: Contract File



Commission Order #: 32-2026Date: 01.15.2026

**CONTRACT AMENDMENT NUMBER FIVE  
IDEMIA LIVESCAN APPLICATION MAINTENANCE AND SUPPORT**

The Agreement **CT211966001**, County contract # **C000363**, dated December 23, 2021, made by and between Boone County, Missouri and **Idemia Identity & Security USA LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **RENEW** the Maintenance and Support Agreement for **January 1, 2026, through December 31, 2026**, as referenced in Idemia Maintenance and Support Agreement #004627-000 REV1 for the RMS Interface Connection, which is attached as Amendment **Five - Attachment One** and shall be incorporated into the contract by reference.
2. **RENEW** the Maintenance and Support Agreement for **January 24, 2026, through January 23, 2027**, as referenced in Idemia Maintenance and Support Agreement #004627-010 for the TPE-5 Livescan and the Lexmark M823dn Printer, which is attached as Amendment **Five - Attachment Two** and shall be incorporated into the contract by reference.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement as previously amended 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.

**IDEMIA IDENTITY & SECURITY USA LLC**

Signed by:  
by Christian Henry  
B03CEB4B67EA45D...

title SVP Client Success

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

Signed by:  
kip kendrick  
2B83ECD07F6E4A6...

Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:  
[Signature]  
7D71DEAE89D74DD...

County Counselor

ATTEST:

Signed by:  
Brianna L. Lennon  
D267E242BF8948C...

County Clerk

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

1228/60050 \$523.00 RMS Interface  
1228/60050 \$3,504.00 Live Scan

DocuSigned by:  
Kyle Riemann by All  
8E8FE1148A274E1...

Signature

1/7/2026

Date

Appropriation Account



14 Crosby Dr., 2nd Flr.,  
Bedford, MA 01730  
Tel: (978) 215-2400  
Fax: (952) 945-3339

October 7, 2025

Liz Palazzolo  
Boone County Sheriff's Department  
2121 County Drive  
Columbia, MO 65202  
LPalazzolo@boonecountymmo.org

**RE: Extension to Maintenance and Support Agreement # 004627-000 REV1**

Dear Liz Palazzolo,

By means of this letter, IDEMIA Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Boone County Sheriff's Department** Maintenance and Support Agreement for the period **January 1, 2026** through **December 31, 2026**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at Tracey.Brown@us.idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at 615-946-5964 or e-mail Tracey.Brown@us.idemia.com. Thank you in advance.

Thank you,

*Tracey Brown*

Tracey Brown  
Account Manager  
IDEMIA Identity & Security USA LLC

**Accepted by:**

**IDEMIA IDENTITY & SECURITY USA LLC**

Signed by: \_\_\_\_\_

Printed Name: Christian Henry

Title: Sr. Vice President

Date: October 7, 2025

**BOONE COUNTY SHERIFF'S DEPARTMENT**

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

1/8/2026

**Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.**

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**Exhibit A: Description of Covered Products**

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**MAINTENANCE AND SUPPORT AGREEMENT NO.** SA # 004627-000**CUSTOMER:** Boone County Sheriff's Department

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
RMS	Local RMS Interface Connection	N/A	1

**ADDITIONAL TERMS****END OF LIFE**

IDEMIA develops, manufactures, licenses and offers high technology products and services. In the ordinary course of its product development life cycle, IDEMIA will declare certain products as obsolete and end-of-life ("EOL"). In the event that IDEMIA determines that a product is EOL, IDEMIA shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that IDEMIA provides its customers with such EOL notice, IDEMIA shall further endeavor to provide its customer with notice of IDEMIA's intent to offer a next version of the product, or a new or substitute product or service with the same or similar functionality to the EOL product. IDEMIA's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, IDEMIA will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, IDEMIA does not warrant performance of the EOL product and IDEMIA will not prepare any further updates or maintenance fixes for the EOL product.

**PRICE INCREASE**

**Price Protection.** On the Renewal date of each year during the Term, IDEMIA shall give Customer a notice in writing that shall include evidence of any increase or decrease in IDEMIA's actual costs in the manufacturing of the Products, including, but not limited to costs of Raw Materials and direct labor, if any. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the manufacturing of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant the Dispute Resolution Clause of this Agreement. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

**Inflation Adjustment.** The Services prices identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) appropriate for these Products and Services as of the Effective Date of the parties Agreement.

## Exhibit B: Maintenance and Support Agreement - Number SA # 004627-000

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of Initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an Initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

### 2. **Customer Responsibility.**

2.1 Customer is responsible for running any installed anti-virus software.

2.2 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

### 3. **Seller Responsibility.**

3.1 **Anti-virus software.** At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 **Customer Notifications.** Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 **Account Reviews.** Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 **Remote Installation.** At Customer's request, Seller will provide remote installation advice or assistance for Updates.



3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

*(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)*

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

## Exhibit C: Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 004627-000Date October 7, 2025

New Term Effective

Start January 1, 2026End December 31, 2026

For support on covered products, please contact Technical Help Desk at (800) 734-6241  
or email at: [AnaheimCSCenter@us.idemia.com](mailto:AnaheimCSCenter@us.idemia.com)

### STANDARD SUPPORT

☒ **Advantage – Software Support**

- |                               |                                     |                                        |
|-------------------------------|-------------------------------------|----------------------------------------|
| ◆ Telephone Response: 2 Hour  | ◆ Standard Releases & Updates       | ◆ Supplemental Releases & Updates      |
| ◆ Remote Dial-In Analysis     | ◆ Software Customer Alert Bulletins | ◆ 8 a.m. – 5 p.m. Monday to Friday PPM |
| ◆ Unlimited Telephone Support | ◆ Automatic Call Escalation         |                                        |

☐ **On-Site Hardware Support**

- |                                        |                                     |                                         |
|----------------------------------------|-------------------------------------|-----------------------------------------|
| ◆ 8 a.m. – 5 p.m. Monday to Friday PPM | ◆ Defective Parts Replacement       | ◆ Hardware Service Reporting            |
| ◆ Next Day PPM On-site Response        | ◆ Escalation Support                | ◆ Product Repair                        |
| ◆ Hardware Vendor Liaison              | ◆ Hardware Customer Alert Bulletins | ◆ Equipment Inventory Detail Management |

☒ **Parts Support**

- |                                             |                                  |
|---------------------------------------------|----------------------------------|
| ◆ Parts Ordered & Shipped Next Business Day | ◆ Parts Customer Alert Bulletins |
|---------------------------------------------|----------------------------------|

\* If customer is providing their own on-site hardware support, the following applies:

- |                                    |                                                               |
|------------------------------------|---------------------------------------------------------------|
| ➤ Customer Orders & Replaces Parts | ➤ Telephone Technical Support for Parts Replacement Available |
|------------------------------------|---------------------------------------------------------------|

**GRAND TOTAL****\$ 523.00**

\*Exclusive of taxes if applicable

**PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)**  
Please note this is not an invoice. An invoice will be provided after receipt of the signed document.



14 Crosby Dr., 2nd Flr.,  
Bedford, MA 01730  
Tel: (978) 215-2400

November 11, 2025

Capt Brian Leer  
Boone County Sheriff's Office  
2121 County Dr  
Columbia, MO 65202  
Bleer@Boonecountymo.org  
573-876-2164

**RE: Maintenance and Support Agreement # 004627-010**

By means of this letter, IDEMIA Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Boone County Sheriff's Office Maintenance and Support Agreement** for the period **January 24, 2026 through January 23, 2027** per the Terms and Conditions below.

Please indicate acceptance of this agreement by signing in the acceptance block below and returning it to my attention via Email at Tracey.Brown@us.idemia.com at your soonest convenience.

***IDEMIA I&S appreciates the opportunity to present this quote, which will remain valid for 90 calendar days from the quote date, after which availability and / or prices are subject to change.***

If you have any questions or need further clarification, please contact me at 615-946-5964 or e-mail Tracey.Brown@us.idemia.com. Thank you in advance.

Thank you,

Tracey Brown  
Maintenance Agreement Specialist  
IDEMIA Identity & Security USA LLC

**Accepted by:**

**IDEMIA IDENTITY & SECURITY USA LLC**

Signed by: 

Printed Name: Christian Henry

Title: Sr. Vice President

Date: November 11, 2025

**BOONE COUNTY SHERIFF'S OFFICE**

Signed by:   
2B83ECDD7F6E4A8...

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 1/8/2026

**Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.**

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**Exhibit A: Description of Covered Products**

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**MAINTENANCE AND SUPPORT AGREEMENT NO.** SA # 004627-010**CUSTOMER:** Boone County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
TPE-5 Livescan	IDEMIA LiveScan System Desktop Booking Workstation, Palms and Rolled Fingerprints, IDEMIA LiveScan System Software, FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner, Computer, monitor, keyboard, Mug Photo Capture (Camera, Photo Capture Software), Foot pedal for hands free advancement, Standard Missouri Workflows and Profiles, 2-Finger FAST ID.	MOTPE42	1
Printer	Lexmark M823dn (2 Trays)	MOTPECLEX42	1

## Exhibit B: Maintenance and Support Agreement - Number SA # 004627-010

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An Inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

### 2. **Customer Responsibility.**

2.1 Customer is responsible for running any installed anti-virus software.

2.2 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

### 3. **Seller Responsibility.**

3.1 **Anti-virus software.** At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 **Customer Notifications.** Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 **Account Reviews.** Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases.

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

*(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)*

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

## Exhibit C: Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 004627-010Date November 11, 2025

New Term Effective

Start January 24, 2026End January 23, 2027

For support on covered products, please contact Technical Help Desk at (800) 734-6241  
or email at: AnaheimCSCenter@us.idemia.com

### STANDARD SUPPORT

#### ☒ **Advantage – Software Support**

- |                               |                               |                                        |
|-------------------------------|-------------------------------|----------------------------------------|
| ◆ Telephone Response: 2 Hour  | ◆ Standard Releases & Updates | ◆ Supplemental Releases & Updates      |
| ◆ Remote Dial-In Analysis     | ◆ Automatic Call Escalation   | ◆ 8 a.m. – 5 p.m. Monday to Friday PPM |
| ◆ Unlimited Telephone Support |                               |                                        |

#### ☒ **On-Site Hardware Support**

- |                                        |                                     |                                         |
|----------------------------------------|-------------------------------------|-----------------------------------------|
| ◆ 8 a.m. – 5 p.m. Monday to Friday PPM | ◆ Defective Parts Replacement       | ◆ Hardware Service Reporting            |
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#### ☒ **Parts Support**

- |                                             |                                  |
|---------------------------------------------|----------------------------------|
| ◆ Parts Ordered & Shipped Next Business Day | ◆ Parts Customer Alert Bulletins |
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*\* If customer is providing their own on-site hardware support, the following applies:*

- |                                    |                                                               |
|------------------------------------|---------------------------------------------------------------|
| ➤ Customer Orders & Replaces Parts | ➤ Telephone Technical Support for Parts Replacement Available |
|------------------------------------|---------------------------------------------------------------|

**GRAND TOTAL\*:****\$ 3,504.00**

\*Exclusive of taxes if applicable

**PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)**

# Maintenance and Support Agreement - Number SA # 004627-010

## Terms & Conditions

IDEMIA Identity & Security USA LLC, ("IDEMIA" or "Seller") having a principal place of business at 14 Crosby Dr., 2nd Flr., Bedford, MA 01730, and Boone County Sheriff's Office ("Customer"), having a place of business at 2121 County Dr, Columbia, MO 65202, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

### Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit-A "Description of Covered Products"

Exhibit-B "Support Plan"

Exhibit-C "Support Plan Options and Pricing Worksheet"

### Section 2. DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"IDEMIA" means IDEMIA Identity & Security USA LLC.

"IDEMIA Software" means Software that IDEMIA or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-IDEMIA Software" means Software that a party other than IDEMIA or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the IDEMIA Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of IDEMIA Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the IDEMIA Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1,2,3". A "Standard Release" is defined as a major release of IDEMIA Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1,2,3". A "Product Release" is defined as a major

release of IDEMIA Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1,2,3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, IDEMIA's opinion will prevail, provided that IDEMIA treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the IDEMIA Software and Non-IDEMIA Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established IDEMIA holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or IDEMIA).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

### Section 3. SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based



upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as IDEMIA determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.5. Seller's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10. Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12. Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

#### **Section 4. RIGHT TO SUBCONTRACT AND ASSIGN**

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

#### **Section 5. PRICING, PAYMENT AND TERMS**

5.1. Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement,

Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3. If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4. Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

5.5. Price Protection. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the maintenance and support of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant the executive escalation. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

5.6. Inflation Adjustment. The Price Per Service/Other Basis identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) published for the appropriate Product/Service as of the Effective Date of the parties' Agreement.

#### **Section 6. LIMITATION OF LIABILITY**

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

#### **Section 7. DEFAULT/TERMINATION**

7.1. If IDEMIA breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider IDEMIA to be in default. If Customer asserts a default, it will give IDEMIA written and detailed notice of the default. IDEMIA will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If IDEMIA

provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless IDEMIA or a Force Majeure causes such failure of performance); If Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, IDEMIA may consider Customer to be in default. If IDEMIA asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to IDEMIA. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of IDEMIA's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Seller shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information shall include: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

7.5. IDEMIA develops, manufactures, licenses and offers high technology products and services. In the ordinary course of its product development life cycle, IDEMIA will declare certain products as obsolete and end-of-life ("EOL"). In the event that IDEMIA determines that a product is EOL, IDEMIA shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that IDEMIA provides its customers with such EOL notice, IDEMIA shall further endeavor to provide its customer with notice of IDEMIA's intent to offer a next version of the product, or a new or substitute product or service with the same or similar functionality to the EOL product. IDEMIA's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, IDEMIA will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, IDEMIA does not warrant performance of the EOL product and IDEMIA will not prepare any further updates or maintenance fixes for the EOL product.

#### **Section 8. GENERAL TERMS AND CONDITIONS**

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt.

**Customer:** Boone County Sheriff's Office

**Attn:** Capt Brian Leer

2121 County Dr

Columbia, MO 65202

Phone: 573-876-2164

**Seller:** IDEMIA Identity & Security USA LLC

**Attn:** Maintenance Agreements

14 Crosby Dr., 2nd Flr.

Bedford, MA 01730

Phone: (978)215-2400

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without IDEMIA's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Delaware if Licensee is not a sovereign government entity.

#### **Section 9. CERTIFICATION DISCLAIMER**

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.

#### **Section 10. COMPLIANCE WITH APPLICABLE LAWS**

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 2026

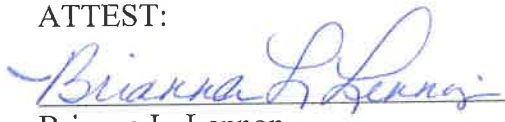
In the County Commission of said county, on the 15th day of January 20 26


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

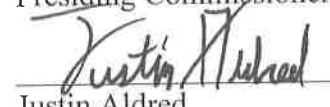
Now on this day, the County Commission of the County of Boone does hereby approve the attached surplus disposal list submitted from Purchasing.

Done this 15<sup>th</sup> day of January 2026.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**Boone County Purchasing**  
**Brijanna Purdy**  
Buyer



5551 S. Tom Bass Rd  
Columbia, MO 65201  
Phone: (573) 886-4394

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**MEMORANDUM**

TO: Boone County Commission  
FROM: Brijanna Purdy  
RE: Surplus Disposal  
DATE: January 8, 2026

The Purchasing Department requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset
1.	9849	Large Vertical Carousel File Cabinet	NA	County Clerk	Recycle into scrap metal
2.	9850	Large Vertical Carousel File Cabinet	NA	County Clerk	Recycle into scrap metal
3.	9852	Large Vertical Carousel File Cabinet	NA	County Clerk	Recycle into scrap metal
4.	10308	Microfilm Storage Cabinet	NA	County Clerk	Fair
5.	NA	Misc Disposals (see attached list)	NA	IT	No Longer Needed/ Fair/Electronics will be disposed of through MRC while the rest is auctioned on GovDeals
6.	NA	Misc Disposals (see attached list)	NA	JJC	Broken/ No Longer Needed/ the dishwasher trays will be auctioned on Govdeals
7.	NA	Two small desks, conference table, four chairs, round table, square table, tall filing cabinet, bookcase, one-way screen panel	NA	Community Service	Fair

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

*Complete, sign, and return to Auditor's Office*

Date: 12/16/2025

Fixed Asset Tag Number: na

Description of Asset: Two small desk, conference table, four chairs, round table, square table, tall filing cabinet, bookcase, one-way screen panel,

Requested Means of Disposal: ☒ Sell ☐ Trade-In ☐ Recycle/Trash ☐ Other, Explain:

Other Information (Serial number, etc.): na

Condition of Asset: fair

Reason for Disposition: no longer needed

Location of Asset and Desired Date for Removal to Storage: surplus shed

Was asset purchased with grant funding? ☐ YES ☒ NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐ YES ☒ NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Community Services

Signature

*[Handwritten Signature]*

**To be Completed by: AUDITOR**

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount ↓

Original Funding Source ↓

Account Group ↓

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_ Auction \_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 33-2026

Date Approved 1/15/2026

Signature Kell

RECEIVED

DEC 17 2025

BOONE COUNTY  
AUDITOR

Complete, sign, and return to Auditor's Office

Fixed Asset Tag Number: 9849,

Requested Means of Disposal: ☒ Sell    ☐ Trade-In    ☐ Recycle/Trash    ☐ Other, Explain:

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Signature

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Revised: September 2016

Complete, sign, and return to Auditor's Office

Fixed Asset Tag Number: 9850,

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Revised: September 2016



**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

Date: December 2, 2025

Fixed Asset Tag Number: 9852

Description of Asset: Three (3) very large vertical (82") carousel file cabinets.

Requested Means of Disposal: ☒ Sell ☐ Trade-In ☐ Recycle/Trash ☐ Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Good

Reason for Disposition: No longer needed

Location of Asset and Desired Date for Removal to Storage: County Clerk's office (two in front and one in the vault)

Was asset purchased with grant funding? ☐ YES ☒ NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐ YES ☐ NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1131

Signature

**To be Completed by: AUDITOR**

Original Acquisition Date 5/11/95

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount 1,313.17

Original Funding Source 2782

Account Group 1602

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_ Auction \_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 33-2024

Date Approved 1.15.2024

Signature KpW

RECEIVED

DEC 03 2025

BOONE COUNTY  
AUDITOR

*Complete, sign, and return to Auditor's Office*

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Revised: September 2016



**Date: 10/2/2025**

<b>Item</b>	<b>Condition</b>	<b>Reason for Disposition</b>	<b>Disposal Means</b>
Socks X31	Poor	torn/holes	Trash
Office Chairs X10	Poor	broken	Trash
Pillows X14	Poor	torn/holes	Trash
Hand Towel X1	Poor	torn/holes	Trash
Tennis Shoes X2 pair	Poor	torn/holes	Trash
Tennis Shoe X1 single	Poor	torn/holes	Trash
Rubber Slides X1 pair	Poor	torn/holes	Trash
Sheets X4	Poor	torn/holes	Trash
Blue Shirt X1	Poor	torn/holes	Trash
Sweat Shirts X3	Poor	torn/holes	Trash
Boxers X3	Poor	torn/holes	Trash
Sweat Pants X2	Poor	torn/holes	Trash
Slippers X1	Poor	torn/holes	Trash
T-shirt X1	Poor	torn/holes	Trash
Plastic Baskets X4	Poor	broken	Trash
Computer Mouse X1	Poor	broken	Trash
Small Red Cup	Poor	broken	Trash
Book "Diary of a Wimpy Kid/Hot Mess"	Poor	torn	Trash
DVD "The Nutty Professor"-JJC27	Poor	Scratched	Trash
DVD "Kidz'n Power"	Poor	Scratched	Trash
DVD "Drinking and Driving"	Poor	Scratched	Trash
Mattress X1	Poor	torn/holes	Trash
Box Fan X1	Poor	broken	Trash

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

} ea.

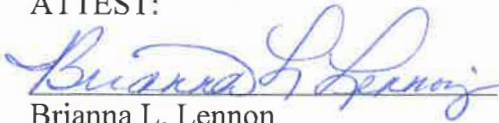
January Session of the January Adjourned

**Term. 2026****County of Boone****In the County Commission of said county, on the 15th day of January 20 26****the following, among other proceedings, were had, viz:**

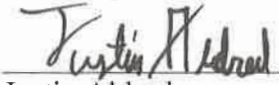
Now on this day, the County Commission of the County of Boone does hereby approve the award of C001005 (26-05-0214) Technology Procurement Program - C3 Pathways Counterstrike Training for the Boone County Emergency Management. The contract is set out in the attached, and the Presiding Commissioner is authorized to sign the same.


Done this 15<sup>th</sup> day of January 2026.

**ATTEST:**

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Brijanna Purdy**  
Buyer



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4394

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Brijanna Purdy  
DATE: January 8, 2026  
RE: Award C001005 from cooperative contract 26-05-0214 – Technology Procurement Program – C3 Pathways' Active Shooter Incident Management and Advanced Training for the Boone County Emergency Management Department

Boone County Emergency Management Department requests permission to use the North Carolina Sheriffs' Association cooperative contract 26-05-0214 which results in the award of County contract # C001005 to purchase specialized training services from C3 Pathways, Inc. of Oviedo, Florida. The initial purchase is for Active Shooter Incident Management and Advanced Training.

The Active Shooter Incident Management and Advanced Training is a 3-day comprehensive course using C3 Pathways' ASIM Checklist integrated response process, including 11 full-scale exercises appropriate for all ranks of law enforcement, fire, EMS, and dispatch personnel.

This is a Term and Supply contract. The initial purchase for the Active Shooter Incident course described above is \$62,613.00. Payment will reference departments 2702 – Emergency Management Operations, account 71100 – Professional Services.

cc: Contract File  
Della Luster, Boone County Emergency Management





## QUOTE

**CUSTOMER:** Boone County Office of Emergency Management (MO)  
**CONTACT:** Christopher Kelley  
**ADDRESS:** 2145 County Drive, Columbia, Missouri 65202  
**QUOTE #:** QU0513  
**VALID UNTIL:** 03-16-2026

**C3 Pathways, Inc.**  
 1335 Oviedo Mall Boulevard  
 Oviedo, FL 32765

Office (407) 490-1300  
[www.c3pathways.com](http://www.c3pathways.com)

ITEM	DESCRIPTION	QTY	PRICE	DISCOUNT	TOTAL
<b>Active Shooter Incident Management 3-Day Training</b>	Active Shooter Incident Management Advanced is a 3-day comprehensive course using the ASIM Checklist integrated response process with eleven (11) full-scale exercises (using the multi-responder NIMSPRO™ 3D Simulation System). The course is appropriate for all ranks of law enforcement, fire, EMS, and dispatch. The course provides hands-on incident management experience for street responders and leaders alike. Participants are trained to integrate and manage a multi-discipline response to a full range of Active Shooter and hostile event threats, including Complex Coordinated Attack (CCA). The goal is simple -- decrease the time to neutralize the threat and get injured to a hospital.	1.00	\$62,613.00	\$0.00	\$62,613.00
8-29 Sat. 8/25 - 8/27 Class					
<b>SUBTOTAL</b>					<b>\$62,613.00</b>
<b>DISCOUNT</b>					<b>\$0.00</b>
<b>TAX</b>					<b>0.00</b>
<b>SHIPPING</b>					<b>\$0.00</b>
<b>TOTAL</b>					<b>\$62,613.00</b>

**Description:** Pricing is consistent with the North Carolina Sheriffs' Association Procurement Program Bid No. 26-05-0214 awarded March 16, 2025. Pricing is all inclusive of costs associated with the delivery of the training and will be honored until May 16, 2026. Training date will be mutually agreed upon between C3 Pathways, Inc. and Boone County Office of Emergency Management after execution of Term and Supply Contract.

**Terms and Conditions:** Unless otherwise agreed in writing, all invoices are payable within thirty (30) days of the date of invoice. FEIN #20-1467806 C3 Pathways, Inc. Fee for Cancellation or Rescheduling of confirmed training or exercise dates:

- More than 60 days out: Any actual out of pocket expenses will be invoiced and becomes payable.
- 45 to 60 days out: Fee of 10% is assessed and becomes payable.
- 30 to 44 days out: Fee of 25% is assessed and becomes payable.
- 8 to 29 days out: Fee of 50% is assessed and becomes payable.
- Day of delivery to 7 days out: Fee of 100% is assessed and becomes payable.

**Thank you for your business**



**PURCHASE AGREEMENT FOR  
TECHNOLOGY PROCUREMENT PROGRAM: ACTIVE SHOOTER INCIDENT  
MANAGEMENT ADVANCED TRAINING  
Term & Supply**

**THIS AGREEMENT, C001005**, awarded from cooperative contract **26-05-0214**, dated the 15th day of January 2026 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **C3 Pathways, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a Term and Supply contract for **Technology Procurement Program: Active Shooter Incident Management Advanced Training**, in compliance with all bid specifications and any addendum issued for the North Carolina Sheriffs' Association Contract **26-05-0214**, Work Authorization Certification, Boone County Insurance Requirements, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents that are incorporated herein by reference. Service or product data, specifications, and literature submitted with bid response may be permanently maintained in the County Purchasing Office and/or the North Carolina Sheriffs' Association Contract bid file for this bid if not attached. In the event of a conflict between any of the foregoing documents, this Purchase Agreement, Boone County Insurance Requirements, Boone County Standard Terms and Conditions, and the North Carolina Sheriffs' Association Contract **26-05-0214** shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with specialized training services on an as-needed basis. The courses offered are detailed in the attached catalog. The initial order is for the **Active Shooter Incident Management Advanced 3-Day Comprehensive Course – ASIM Checklist -3-Day Course: \$62,613.00** Total Firm Price pursuant to Quote # QUO513 attached hereto as **Attachment One** that shall be incorporated into the contract by reference.

3. **Contract Duration** - This agreement shall commence on the **date of award and extend through March 15, 2026**, subject to the provisions for termination specified below.

4. **Billing and Payment** - All billing shall be invoiced to the Emergency Management Department, and billings may only include the prices listed in the vendor's bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event, the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

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

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

**C3 PATHWAYS, INC.**

Signed by:  
by Steven T. Williams  
1D1E5C508894472...

title Vice President

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

Signed by:  
Kip Kendrick  
2B83ECDD7F6E4A6...

Kip Kendrick, Presiding Commissioner

**APPROVED AS TO FORM:**

DocuSigned by:  
CJ Dykhous  
7D71DEAEB9D74DD...

CJ Dykhous, County Counselor

**ATTEST:**

Signed by:  
Brianna L. Lennon  
D267E242BF6948C...

Brianna L. Lennon, County Clerk

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

DocuSigned by:  
Hyle Rieman by At.  
8E8EE1148A274E1

1/8/2026

2702-71100 Term & Supply  
Initial Order: \$62,613.00

Signature

Date

Appropriation Account

35-2026

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 2026

County of Boone

In the County Commission of said county, on the

15th

day of

January

20 26

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


Now on this day, the County Commission of the County of Boone does hereby enter into the record the proclamation honoring Reverend Dr. Martin Luther King, Jr. and recognizing January 19, 2026, as Martin Luther King, Jr. Day.

Done this 15<sup>th</sup> day of January 2026.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

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