

115-2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2026

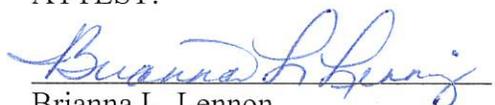
In the County Commission of said county, on the 10th day of March 20 26

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

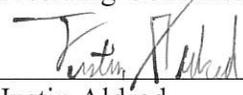
Now on this day, the County Commission of the County of Boone does hereby approve the attached 2026 VAWA Grant Award.

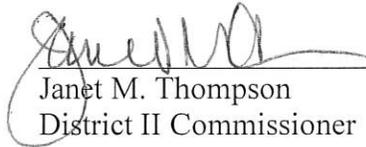
Done this 10th day of March 2026.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
SUBAWARD

P.O. Box 749
Jefferson City, MO 65102
Phone: (573) 751-4905

Subrecipient Name:		Subrecipient UEI Number:	
13th Judicial Circuit Court		T3NHKKJW27K8	
DPS Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2026-2027 STOP Violence Against Women (VAWA)	January 1, 2026	December 31, 2027	
Project Title:		Subaward Number:	
Integrated Domestic Violence Program		2026-VAWA-01	
Project Description:			
The integrated Domestic Violence Program consists of the specialized domestic violence dockets; the utilization of MEND and EMBRACE/EMBRACE U programs as part of a graduated range of sanctions for offenders; and the DACC (Domestic Assault Court Coordinator), a court employee dedicated to the domestic violence dockets, who tracks and reports on participants in both BIP programs as well as all domestic cases, acts as a liaison to domestic violence docket stakeholders, and assists with the processing of domestic violence cases.			
Subaward Total:		CFDA Number	
\$162,633.34		16.588	
Research and Development Project:		Indirect Cost Rate for Federal Award:	
No		N/A	
Name of Federal Awarding Agency:			
Department of Justice, Office on Violence Against Women			
Name of State Administering Agency (SAA):		SAA Federal Award Number and Award Date:	
Missouri Department of Public Safety Office of the Director P.O. Box 749 Jefferson City, MO 65102		15JOVW-23-GG-00582-STOP, 9/13/2023 15JOVW-24-GG-00504-STOP, 9/13/2024	
This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.			
The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Kip Kendrick		Derek Hux	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
	3/10/2026		
This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety, and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.			
Authorized Official, Missouri Department of Public Safety		Subaward Date	
		02/20/2026	



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR



STOP Violence Against Women Act (VAWA)
2026-2027 CERTIFIED ASSURANCES

The Subrecipient hereby assures and certifies compliance with all the following certified assurances:

General:

- Governing Directives:** The Subrecipient assures that it shall comply, and all its subcontractors as applicable, shall comply, with the applicable provisions of the STOP VAWA Notice of Funding Opportunity, the **DPS Financial and Administrative Guide**, the **DPS Subrecipient Travel Guidelines**, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJJPA) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.
- Compliance Training:** As a recipient of federal and/or state funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
- System for Award Management (SAM):** The Subrecipient assures it has registered in SAM.gov prior to submitting an application and will continue to maintain an active SAM registration with current information at all times during which it has an active subaward. The Subrecipient understands that it must renew its SAM registration every 12 months and that the Missouri Department of Public Safety may not make a subaward or disburse monies to the Subrecipient unless the Subrecipient has an active SAM registration. SAM is a Federal Government owned and operated free website that centralizes information about grant recipients. Upon successful registration with SAM, the Subrecipient will be assigned a unique 5-character CAGE Code consisting of numbers and letters.
- Non-Supplanting:** The Subrecipient assures that federal and/or state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

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5. **Change in Personnel:** The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact.
6. **Subaward Adjustments:** The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.
7. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.
8. **Criminal Activity:** The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless of if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
9. **Reporting Potential Fraud, Waste, and Abuse:** The Subrecipient shall not make false statements or claims in connection with any funds subawarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the U.S. Department of Justice, Office of Inspector General (OIG) and the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:
 - a. Submitted a claim that violates the False Claims Act; or
 - b. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward must be reported to the OIG by one of the following methods:

Mail: Office of Inspector General
 U.S. Department of Justice, Investigations Division
 1425 New York Avenue, N.W., Suite 7100
 Washington, D.C. 20530
 DOJ OIG Hotline: (800) 869-4499 or Fax: (202) 616-9881



Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must also be reported to the DPS by one of the following methods:

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

Email: cvsu@dps.mo.gov
Phone: (573) 526-1464 or Fax: (573) 751-5399

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

10. **Non-Disclosure Agreements:** The Subrecipient understands it cannot require any employee or subcontractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department, the Missouri Department of Public Safety, or other agency authorized to receive such information.

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

In accepting this subaward, the Subrecipient:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.
11. **Protection from Reprisal for Disclosures:** The Subrecipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this subaward, a gross waste of the funds under this subaward, an abuse of authority relating to the funds under this subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this subaward.
12. **Lobbying:** The Subrecipient understands and agrees that, in general, it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. Furthermore, the Subrecipient understands and agrees that, in general, federal law prohibits federal funds from being used to pay any person to influence (or attempt to influence) with respect to the awarding of a federal grant or cooperative agreement.

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures the following:



No federal appropriated funds may be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- a. If the Subrecipient's request for federal funds is in excess of \$100,000, and any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

13. **Fair Labor Standards Act:** All Subrecipients of federal funds will comply with the provisions of the Federal Fair Labor Standards Act (FLSA) and/or all Missouri labor laws as applicable. See Missouri Department of Labor and Industrial Relations (MODOLIR).

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

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

15. **Employment Eligibility Verification:** The Subrecipient assures that it properly verifies the employment eligibility of individuals who are being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), the Subrecipient agrees to maintain records of all employment eligibility verifications pertinent to compliance with this provision in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

16. **Human Trafficking:** The Subrecipient assures that it does not engage in severe forms of trafficking in persons, procurement of a commercial sex act, use of forced labor in the performance of the subaward, or acts that directly support or advance trafficking in persons.

17. **Minors:** The Subrecipient understands that if the purpose of some or all of the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, the Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/page/file/1202141/download>

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



19. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
20. **Drug-Free Workplace:** As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The Subrecipient's policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

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

Email: dpsinfo@dps.mo.gov

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
 - 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

21. **ACORN:** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.
22. **Computer Networks:** The Subrecipient understands and agrees that funds subawarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement or victim assistance-related activity.

Civil Rights:

1. **Ensuring Access to Federally Assisted Programs:** The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In addition, pursuant to 34 U.S.C. § 12291(b)(13), the Subrecipient acknowledges that recipients of OVW awards are prohibited from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identify, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, Subrecipients may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

2. **Enforcing Civil Rights Laws:** The Subrecipient acknowledges that all recipients of Federal financial assistance, regardless of the source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.
3. **Limited English Proficiency (LEP):** The Subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <https://www.lep.gov/>.



4. **Equal Employment Opportunity Plan (EEOP):** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

If the Subrecipient does not meet all the aforementioned criteria, the Subrecipient is exempt from preparing the *EEO Utilization Report*; however, all Subrecipients, regardless of their EEOP obligations, must complete the *Certification Form*, in which the Subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

To prepare the applicable *EEO Utilization Report* and/or *Certification Form* or for more information, visit <https://ojp.gov/about/ocr/eeop.htm>.

5. **Using Arrest and Conviction Records for Employment Decisions:** The Subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the *Advisory*, Subrecipients should consult local counsel in reviewing their employment practices. If warranted, Subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

6. **Finding of Discrimination:** The Subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a Subrecipient of federal funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).
7. **Unlawful Employment Practices:** The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
8. **Discrimination in Public Accommodations:** The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
9. **Faith-Based Organizations:** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation titled "Partnerships with Faith-Based and Other Neighborhood Organizations". The regulation prohibits faith-based organizations from using funds under this subaward to fund inherently (or explicitly) religious activities, such as worship, religious instruction, or proselytization. Subrecipients may still engage in inherently religious activities, but such activities must be separate, in time or location, from the program or services funded under this subaward, and participation in such activities by individuals receiving services from the subaward must be voluntary. The regulation also

prohibits Subrecipients from discriminating in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, visit https://ojp.gov/about/ocr/equal_fbo.htm.

Financial:

1. **Fund Availability:** The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
2. **Release of Funds:** The Subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.
3. **Duplicative Funding:** The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.
4. **DOJ Financial Guide:** The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Programs (DOJ) Financial Guide.
5. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the STOP VAWA Notice of Funding Opportunity. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased with funds under this subaward shall be used for approved project purposes only.
6. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the STOP VAWA Notice of Funding Opportunity. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
7. **Program Income:** The Subrecipient agrees to account for program income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all program income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.
8. **Procurement:** The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the *DPS & CVSU Financial and Administrative Guidelines* and identified here:



- a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - b. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
 - c. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - d. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - f. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.
9. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.
10. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
11. **Debarment/Suspension:** The Subrecipient certifies, pursuant to nonprocurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, that it and its principles:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
 - c. Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at ojpcompliance@usdoj.gov, and, after such disclosure, the Subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the Subrecipient is necessary to protect the interests of the Government in this case;



- d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
 - e. Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.
12. **Audit:** The Subrecipient agrees to comply with the organizational audit requirements of DOJ Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met or exceeded this federal threshold.
13. **Compensation:** The Subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)
14. **Suspension/Termination of Subaward:** The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.
15. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.



Programmatic:

1. **Services to Victims of Domestic and/or Sexual Violence and their children:** The Subrecipient, if providing services to victims of domestic and/or sexual violence and their children through this subaward, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence (MOCADSV) Standards for Domestic Violence Programs and/or Standards for Sexual Violence Programs, as they relate to the provision of services required herein.
2. **Services to All Other Victims of Crime:** The Subrecipient, if not primarily providing services to victims of domestic and/or sexual violence through this subaward, shall comply with the program standards and guidelines set forth by the Missouri Department of Public Safety Crime Victim Services Unit Program Standards and Guidelines, as they relate to the provision of services required herein.
3. **Coordination of Activities:** The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
4. **Data Reporting Requirements:** The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "STOP VAWA Notice of Funding Opportunity". This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues and in response to requests from the U.S. Department of Justice, Office of Justice Programs or Office of Violence Against Women. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
5. **Publications:** The Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: *"This project was supported by Subgrant No. _____ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP VAWA Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."*
6. **Client-Counselor Confidentiality:** The Subrecipient assures that they will maintain confidentiality of client-counselor information as required by state and federal law.
7. **Code of Professional Ethics:** The Subrecipient shall comply with and assures that the program adheres to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Provider Subrecipients.
8. **Victims' Rights Compliance:** The Subrecipient assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo.** (These eligible direct victim services do not include general witness assistance)
9. **Criminal or Civil Filings:** The Subrecipient assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal, or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, dating violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, dismissal, withdrawal, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction.



10. **Forensic Medical Exams:** The state or territory or another governmental entity must incur the full out of pocket cost of forensic medical exams for victims of sexual assault. The state or territory must coordinate with health care providers in the region to notify victims of sexual assault of the availability of rape exams at no cost to victims. No state or territory or other governmental entity shall require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam.
11. **Consultation with Victim Services:** Prosecution, law enforcement and court based applicants must consult with tribal, territorial, State, or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.
12. **Nondisclosure of Confidential or Private Information:** Subrecipients may not disclose personally identifying information or individual information collected in connection with services requested, utilized, or denied without a written release unless the disclosure of the information is required by a statutory or court mandate. This applies whether the information is being requested for a Department of Justice grant program or another Federal agency, State, tribal, or territorial grant program. This provision also limits disclosures by subgrantees to grantees, including disclosures to Statewide or regional databases.
13. **Breach of Personally Identifiable Information:** The subrecipient assures it has written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the Department of Public Safety no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
14. **Victim eligibility for services:** Victim eligibility for direct services is not dependent on the victim's immigration status.
15. **Workplace-Related Sexual misconduct, Domestic Violence, and Dating Violence:** Subrecipient must create a policy to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/page/file/1295756/download>
16. **Historic Preservation Act:** Subrecipients must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.
17. **Time Records Requirement:** The Subrecipient assures that, **all** project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.
18. **Claims Schedule:** The Subrecipient assures that Claims for Reimbursement and all required supporting documentation will be submitted via WebGrants by the 5th of each month. If the specified due date falls on a weekend or holiday, the Claim for Reimbursement must be received by the first working day after the weekend or holiday. Claims for Reimbursement submitted after deadline may not be processed until the following month. Claims for Reimbursement are due each month whether or not any funds were expended.

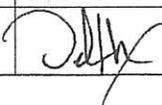
Claims for Reimbursement will be submitted within 60 days of the time the expense was incurred. DPS reserves the right to deny reimbursement of any expense that falls outside the 60 day requirement, is not



identified in the approved budget, or is unallowable. Final expenses must be submitted within 35 days of the end of the contract period.

Failure to submit the required forms and supporting documentation on time shall be considered a failure to adhere to the terms of the Subaward and may result in the delay of reimbursement and/or termination of the subaward contract.

19. **Claims with Errors:** Subrecipients assure that accurate claims will be submitted. If a Claim is submitted with errors, the Claim may be negotiated for corrections. If the errors are not corrected after two (2) negotiations, the Claim may be withdrawn and not paid. If a Claim is withdrawn due to errors, a correspondence will be sent to the Authorized Official and Project Director.
20. **Annual Performance Report:** The Subrecipient agrees to provide information on the activities supported and an assessment of the effects that the VAWA victim assistance funds have had on services to crime victims for a one year period. That period will January 1 through December 31. This information will be submitted annually on the DPS "VAWA Annual Performance Report" no later than 30 days following the end date of the reporting period each year.
21. **Match:** State and local units of government are required to provide matching funds at a minimum of 25% of the total project cost or the amount of matching funds approved in the project budget, whichever is higher. Match may be provided in the form of cash or in-kind match. All funds designated as match are restricted to the same uses as the STOP VAWA program funds and must be expended within the Subaward performance period. Match must be provided on a project-by-project basis. Matching funds are not required for any victim service provider; however, victim service providers may voluntarily provide match. Subrecipients are required to maintain a record of accounting of any match funds related to project and make such record available to the Missouri Department of Public Safety upon request.
22. **Financial Statements:** All non-profit subrecipients of STOP VAWA funding under this award are required to make their financial statements available online (either on the Missouri Department of Public Safety's, the subrecipient's, or another publicly available website). DPS will consider subrecipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

The Subrecipient hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the Notice of Funding Opportunity packet.			
Agency Name:		Contract Numbers:	
13th Judicial Circuit Court		2026-VAWA-01	
Applicant Authorized Official (AO):	Date:	Applicant Project Director (PD):	Date:
Kip Kendrick		Derek Hux	3/5/26
Applicant Authorized Signature		Applicant Project Director Signature	
			



SPECIAL CONDITIONS APPLICABLE TO LAW ENFORCEMENT AND/OR PROSECUTORS:

1. **Uniform Crime Reporting (UCR):** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.
2. **Vehicle Stops:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.
3. **Federal Equitable Sharing Funds:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.
4. **Custodial Interrogations:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
5. **DWI Law – Law Enforcement:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
6. **DWI Law – Prosecutors:** The Subrecipient assures, where the project agency is a county prosecutor’s office or municipal prosecutor’s office, its county prosecutor’s office or municipal prosecutor’s office is in compliance with Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
7. **Polygraph/Voice Stress Analysis:** The subreciption assures that no law enforcement officer, prosecuting or circuit attorney, or other governmental official, shall ask or require an adult, youth, or child victim of an alleged sex offense as defined under Chapter 566 RSMo to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense.



116 -2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 26

In the County Commission of said county, on the 10th day of March 20 26

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

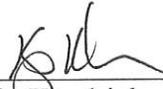
Now on this day, the County Commission of the County of Boone does hereby approve Contract C001091 (07-19FEB26) with Professional Contractors & Engineers Inc. for the purchase of new no-contact visitation spaces at the Juvenile Justice Center.

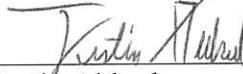
The terms of the agreement are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

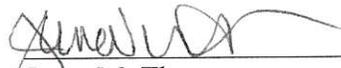
Done this 10th day of March 2026.

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
Buyer



5551 S. Tom Bass Rd.
Room 205
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonecountymmo.org

TO: Boone County Commission
FROM: Amy Gerskin
DATE: February 24, 2026
RE: Bid Award Recommendation: 07-19FEB26 – Juvenile Justice
Center Renovations

Request for Bid #07-19FEB26 – Juvenile Justice Center Renovations closed on February 19, 2026. The county received three (3) responses in total, one from each of the following vendors:

1. Little Dixie Construction, LLC
2. Professional Contractors & Engineers Inc.
3. Reinhardt Construction LLC

Jody Moore of the Facilities Management Department and Erik Miller of PW Architects recommend an award to Professional Contractors and Engineers, Inc. of Columbia, Missouri for offering the lowest and best bid.

Invoices will be paid using ARPA Funding from department 1242 – GF Juvenile Detention, Account 60100 – Building Repairs and Maintenance, and is as follows:

Base Bid	\$113,000.00
Alternate Bid	\$28,600.00

A 10% contingency amount of \$14,160.00 is added to the PO for a total PO amount of \$155,760.00.

Attn: Bid Tab

cc: Jody Moore, Facilities Management
Tara Eppy, Circuit Court
Bid File

CONTRACT AGREEMENT

THIS AGREEMENT, C001091, made and entered into by and between the County of Boone, Missouri through the Boone County Commission (hereinafter referred to as the Owner), and **Professional Contractors & Engineers Inc.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor, at their own Expense, hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 07-19FEB26 – Juvenile Justice Center Renovations

and agrees to perform all the work required by the contract as shown on the plans and specifications

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein; Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Introduction and General Conditions of Bidding
- Primary Specifications
- Response Presentation and Review
- Response Form
- Statement of Bidders Qualifications
- Standard Terms and Conditions
- Work Authorization Certification
- Certification Regarding Debarment
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidder's Acknowledgment
- Prior Experience
- Insurance Requirements
- Affidavit of Compliance with OSHA
- Affidavit of Compliance with Prevailing Wage Law
- State Wage Rates-Annual Wage Order #32

The Contractor agrees that they are fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that their information was secured by personal investigation and research and not from any estimates of the Owner; and that they will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Project Manager under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees they will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.

The Contractor further agrees that they shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that they will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that they will comply with all federal, state, and local laws and regulations and ordinances and that they will comply and cause each of their subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that they have employed no third person to solicit or obtain this contract on their behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by them hereunder; and that they have not, in estimating the contract price demand by them, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They further agree that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any liable and or (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

The Owner agrees to pay the Contractor in the amount:

One Hundred Forty-One Thousand Six Hundred Dollars (\$141,600.00)

as full compensation for the performance of the principal work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 3/10/2026
at Columbia, Missouri. (Date)

**PROFESSIONAL CONTRACTORS
& ENGINEERS, INC.**

BOONE COUNTY, MISSOURI
By: Boone County Commission

By Wade Horn
Signed by: Wade Horn
C92B5444B490458...

Kip Kendrick
Signed by: Kip Kendrick
2B83ECDD7F6E4A8...

Kip Kendrick, Presiding Commissioner

Title COO

APPROVED AS TO FORM:

ATTEST:

CJ Dykhouse
DocuSigned by: CJ Dykhouse
7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

Brianna L. Lennon
Signed by: Brianna L. Lennon
D267E242BFB048C...

Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

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

Kyle Rieman
DocuSigned by: Kyle Rieman by AU
8E8FE1148A274E1...

Signature

3/3/2026

Date

1242/60100 \$141,600.00

Appropriation Account

117 -2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 26

In the County Commission of said county, on the 10th day of March 20 26

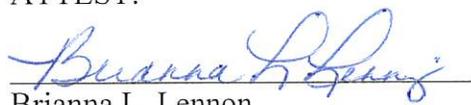
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve a Fire Suppression Water Service Contract and an Application for Water Service with Consolidated Public Water District #1 for water line improvements at Boone County Road & Bridge Facility necessitated by the new fire suppression system in the Truck Parking building.

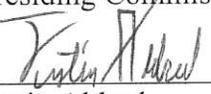
The terms of the agreements are set out in the attached documents, and the Presiding Commissioner is authorized to sign the same. The Presiding Commissioner is also authorized to sign the Notice of Fire Suppression Water Service Contract.

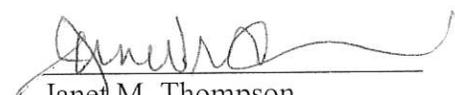
Done this 10th day of March 2026.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1
OF BOONE COUNTY, MISSOURI
1500 N Seventh Street
Columbia, Missouri

FIRE-SUPPRESSION WATER SERVICE CONTRACT
BOONE COUNTY, MISSOURI - 801 E WALNUT ST RM245 (2024-027-20)

THIS CONTRACT is made and entered into this _____ day of _____, 2026, by and between CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a Missouri public corporation, hereinafter called "DISTRICT," and BOONE COUNTY, MISSOURI, by and through its County Commission, hereinafter called "OWNER" (collectively, the "Parties" and individually, a "Party").

WITNESSETH:

OWNER is the owner of a 7.35 acre tract of land located at 5551 Tom Bass Road, Columbia MO 65203, legally described in the deed recorded at Book 0492, Page 0960 Records of Boone County, Missouri ("OWNER'S Property") and an existing vehicle storage building for OWNER'S Road and Bridge Department located thereon ("OWNER'S Building"), for which OWNER desires water service from the DISTRICT for fire suppression ("fire-suppression water service").

The DISTRICT has an existing main located in a 10' wide waterline easement adjoining the south property line of OWNER'S Property, as described in that Water Line Easement recorded at Book 1490, Page 421, Records of Boone County (the "Water Line Easement").

The Parties' progress toward the fire suppression water service is summarized as follows:

- OWNER has submitted the required application to the DISTRICT.

- DISTRICT and DISTRICT'S Engineer have completed any necessary studies and approved OWNER'S plans and specifications for facilities to provide fire-suppression water service to OWNER'S Property ("fire-suppression water facilities").
- OWNER has paid all DISTRICT fees, expenses and deposits already invoiced to OWNER, that are due to DISTRICT prior to execution of this Contract, and that are associated with the above summarized activities, including, but not limited to: estimated charges for the DISTRICT Engineer's engineering work; and estimated charges for legal, administrative and other costs incurred and to be incurred by the DISTRICT in connection with this Contract, all with the understanding, however, that the Parties shall address any differences between estimated charges paid and actual charges as provided hereinafter.

On the terms and conditions set forth hereinafter, OWNER is willing to cause the fire-suppression water facilities to be constructed per the above-referenced plans and specifications and operated per DISTRICT'S Rules and Regulations.

On the terms and conditions set forth hereinafter, DISTRICT is willing to accept ownership of certain portions of the fire-suppression water facilities, and to provide fire-suppression water service.

NOW THEREFORE, in view of the foregoing recitals, which are hereby confirmed and made a part hereof as if specifically set forth hereinafter, and in consideration of the respective covenants of the Parties, the Parties hereby mutually agree as follows:

1. FIRE-SUPPRESSION WATER FACILITIES:

a) FACILITIES INCLUDED. The fire-suppression water facilities to be installed in or on OWNER'S Property and within the Water Line Easement adjoining OWNER'S Property pursuant to this Contract and through which DISTRICT fire-suppression water service is to be provided pursuant to this Contract include:

- a DISTRICT Connection Assembly located at the District main in the Water Line Easement;
- a DISTRICT Connection Assembly Downstream Isolation Valve located at the DISTRICT Connection Assembly
- An 8" fireline (said 8" fireline referred to hereinafter simply as the "fireline") extending from the DISTRICT Connection Assembly in the Water Line Easement, across OWNER'S Property and into the mechanical room in OWNER'S Building;
- An 8" fire hydrant located on the fireline on OWNER'S Property and just outside OWNER'S Building;
- a fire sprinkler system within OWNER'S Building;
- a double check detector assembly installed in the fireline in the mechanical room, between the fireline riser and fire sprinkler system; and
- a 5/8"x3/4" meter located on the bypass line on the double check detector assembly (sometimes referred to hereinafter simply as the "bypass meter").

2. INSTALLATION/INSPECTION AND TESTING:

a) INSPECTION DURING INSTALLATION: OWNER shall give DISTRICT no less than seventy-two (72) hours' advance written notice of the commencement of the installation of the fire-suppression water facilities pursuant to the terms of this Contract, and DISTRICT shall have the right to have a representative present to inspect the installation work as the same is being done. Any disputes arising from any objection by DISTRICT that said installations are not being made in accordance with the terms of this Contract shall be settled by the Board of Directors of the DISTRICT.

b) INSTALLATION. OWNER shall, at OWNER'S expense and within 12 months after the date of this Contract, cause a construction contractor pre-approved by DISTRICT to install the portions of the fire-suppression water facilities described above as provided in the water main installation construction detail-level plans prepared by Crockett Engineering Consultants entitled Vehicle Storage & Facility Improvements – Utility Plan, dated October 15, 2021, containing 1 page attached hereto as **Exhibit "A."** OWNER shall cause such construction contractor to install within the Water Line Easement the DISTRICT Connection Assembly and DISTRICT Connection Assembly Downstream Isolation Valve portions of the fire-suppression water facilities that are to be conveyed to the DISTRICT by Bill of Sale as provided hereinafter. OWNER shall cause such construction contractor to install the fire-suppression water facilities in accordance with: the exhibit labeled Owner-Owned Fire-Suppression Facilities attached hereto as **Exhibit "B"**; the exhibit labeled DISTRICT Connection Assembly Facilities attached hereto as **Exhibit "C"**; the DISTRICT'S Standard Specifications and Typical Construction Details in effect at the time of construction, a copy of which OWNER may access through the DISTRICT'S website or by requesting the same from the DISTRICT; the rules and regulations of the Missouri Department of Health and Senior Services; the rules and regulations of the Missouri Department of Natural Resources ("MDNR"); the requirements of MDNR's Division of Environmental Quality Water Pollution Control Branch; the rules and regulations of the Missouri Clean Water Commission; and as provided in this Contract.

c) MDNR-RELATED TESTING: Upon completion of the aforesaid installation work in accordance with the provisions of this Contract, DISTRICT shall furnish temporary water to the aforesaid fire-suppression water facilities in connection with OWNER'S construction contractor flushing and testing said facilities in accordance with MDNR rules and regulations.

d) PRESSURE TESTING: Upon installation of the fireline, OWNER or OWNER'S construction contractor shall pressure test the fireline to confirm there are no leaks, and shall provide DISTRICT in writing the results of said pressure test. DISTRICT shall have the right to verify the results of said pressure test.

3. ESTIMATED CHARGES/PAYMENT/REFUND:

a) If the DISTRICT engineer's actual charges for its engineering work related to the fire-suppression water facilities exceed the \$1,100.00 previously estimated by the DISTRICT engineer and paid by OWNER to DISTRICT, then upon completion of such engineering work OWNER will on DISTRICT's demand pay DISTRICT the amount by which such actual charges exceed the estimated amount previously paid by OWNER for such

engineering work. If OWNER'S prior payment for such engineering work exceeds the DISTRICT engineer's actual charges for such engineering work, however, then upon completion of such engineering work the DISTRICT will refund to OWNER without interest the difference between OWNER'S payment and such actual charges.

b) If the actual charges incurred by the DISTRICT for legal, administrative and other costs, in connection with OWNER'S application to the DISTRICT and this Contract ("Contract Expenses") exceed the \$2,989.50 previously estimated by the DISTRICT and paid by OWNER to DISTRICT, OWNER shall pay the difference to the DISTRICT upon the DISTRICT'S demand, with such payment being one condition, among others, of DISTRICT'S acceptance of the Bill of Sale described hereinafter. If the actual amount of said Contract Expenses incurred is less than the amount paid, however, then after DISTRICT acceptance of the Bill of Sale, and upon approval of the Board of Directors of the DISTRICT, the DISTRICT will refund to OWNER without interest the difference between the amount paid by OWNER and the actual amount of the Contract Expenses.

4. CORRECTION OF WORK/INDEMNITY. OWNER shall repair or replace, at OWNER'S expense, any defective work or materials installed under this Contract which arise or become apparent within one (1) year after DISTRICT acceptance (described hereinafter) of the DISTRICT-OWNED fire-suppression water facilities described in the Bill of Sale (described hereinafter) (said one-year period hereinafter referred to as the "Warranty Period"), whether such defective work or materials relate to the DISTRICT-OWNED fire-suppression facilities or the OWNER-OWNED fire-suppression facilities (both hereinafter defined). In addition, within the Warranty Period OWNER shall perform such backfilling work, erosion control work, seeding and mulching, and cleanup work which the DISTRICT determines is needed. In the event OWNER fails to perform any of the work described in the preceding sentences of this paragraph, the DISTRICT shall have the right to perform said work, and OWNER shall on demand pay to the DISTRICT the cost incurred by the DISTRICT in performing said work. In addition to the foregoing, but without waiving sovereign immunity, OWNER agrees to be responsible for any loss or damage to the DISTRICT arising from any faulty workmanship or materials performed or installed by OWNER pursuant to this Contract.

5. BILL OF SALE: Upon completion of the aforesaid installation work in accordance with the provisions of this Contract and upon OWNER'S compliance with all of the other provisions of this Contract, OWNER shall execute the Bill of Sale attached hereto as **Exhibit "D,"** transferring title to the following portions of the fire-suppression water facilities to the DISTRICT:

- The DISTRICT Connection Assembly, and
- The DISTRICT Connection Assembly Downstream Isolation Valve; and
- The 5/8"x3/4" meter located on the bypass line on the double check detector assembly.

(the "DISTRICT-OWNED fire-suppression water facilities"). Unless and until OWNER executes and delivers the Bill of Sale to the DISTRICT, notwithstanding the other provisions of this Contract, the DISTRICT shall have the right to refuse to provide fire-suppression water service to OWNER'S Property.

6. ACCEPTANCE: Upon receipt of the above said Bill of Sale, DISTRICT shall signify acceptance of the DISTRICT-OWNED fire-suppression water facilities described in the Bill of Sale by written notice to OWNER of said acceptance, and thereupon all of the DISTRICT-OWNED fire-suppression water facilities listed in the Bill of Sale and installed pursuant to the terms of this Contract shall become and be deemed the property of the DISTRICT. Said fire-suppression water facilities must be accepted by DISTRICT prior to DISTRICT'S provision of fire-suppression water service.

7. OWNER'S PRIVATE PROPERTY: All portions of the fire-suppression water facilities not transferred by Bill of Sale to the DISTRICT and accepted by the DISTRICT as provided above shall be and remain the private property of OWNER (sometimes referred to herein as "OWNER-OWNED fire-suppression water facilities") and shall be and remain OWNER'S responsibility, including but not limited to the fireline and the double check detector assembly.

8. WATER SERVICE:

a) PURPOSES. The DISTRICT will furnish fire-suppression water service through the District Connection Assembly and the fireline on OWNER'S Property to OWNER. Use of such service for any purposes other than fire suppression shall be grounds for the DISTRICT to discontinue such water service to OWNER'S Property and to take such other actions described in the DISTRICT Rules and Regulations as the same now exist and as the same may from time to time be amended.

b) SERVICE, FEES AND RATES. Subject to satisfaction of other provisions of this Contract, the water service described above shall commence upon OWNER's or OWNER'S lessee(s) completion of the DISTRICT Water Service Application & Water Users Agreement - Exhibit "E" for fire-suppression water service attached hereto. Water service furnished pursuant to said agreement will be furnished by the DISTRICT in accordance with the By-laws, Rules and Regulations of the DISTRICT as the same now exist and as the same may from time to time be amended, with which OWNER hereby agrees to comply. Upon commencement of such water service, and for so long as the fireline is connected to the DISTRICT Connection Assembly, OWNER or OWNER'S successor(s) in title to OWNER'S Property shall pay the DISTRICT'S standard water user fees and shall pay for the water service provided, at such fees and rates, in the manner, and at such times, as established by the DISTRICT from time to time.

9. DISTRICT'S RIGHTS TO ENTER AND CONDUCT ACTIVITIES: As a condition of furnishing the water service described above, the DISTRICT shall have the right to enter, and OWNER shall permit the DISTRICT to enter, by vehicle and on foot, OWNER'S Property, including the mechanical room located in OWNER'S Building, and upon entry shall have the right to conduct activities related to the water service provided by the DISTRICT, including but not limited to:

- installation, repair, replacement, upgrading, flushing, pressure testing and other testing, sampling, and reading, of the fire-suppression water facilities; and
- verifying OWNER'S compliance with the provisions of this Contract, and with the By-laws, Rules and Regulations of the DISTRICT.

The DISTRICT'S right to flush shall include the right to flush DISTRICT-owned waterlines located in OWNER'S Property as well as the fire hydrant, the fireline, and other waterlines in OWNER'S Property owned by OWNER, and the right to discharge water from said flushing activities onto OWNER'S Property.

10. OWNER'S ONGOING RESPONSIBILITIES: As conditions to the DISTRICT furnishing the water service described above:

a) BACTERIOLOGICAL TEST. OWNER shall at the time of the initial installation of the District Connection Assembly, and within two (2) days after each opening of the fireline, furnish to the DISTRICT the results of a bacteriological test on the water in the fireline showing that the same are in compliance with all laws, rules, regulations and codes applicable to the same.

b) 24 HOUR PRIOR NOTICE. OWNER shall provide DISTRICT not less than 24 hours prior notice of the testing of any OWNER-owned fire-suppression water facilities on OWNER'S Property, including but not limited to testing of the sprinkler system, fire hydrant, and any pumps, the testing of all of which can cause discoloration of water, or changes in the water pressure of the DISTRICT. OWNER shall not schedule tests of OWNER-OWNED fire-suppression water facilities on holidays, weekends, or the day before holidays or weekends unless approved by the DISTRICT in advance.

c) MECHANICAL ROOM/PERIODIC INSPECTION/NOTICE TO DISTRICT/RESPONSIBILITY FOR DAMAGE. OWNER shall keep the mechanical room located in OWNER'S Building secured, lighted, heated, and equipped with an adequate drain for such facilities. Notwithstanding DISTRICT'S rights to access OWNER'S Property and the mechanical room, and to conduct the activities the DISTRICT determines necessary, OWNER shall be responsible for inspecting, and shall periodically inspect, the mechanical room, and shall immediately notify DISTRICT of any leaks or problems in the meter on the double check detector assembly in the mechanical room. Notwithstanding any notice from OWNER to DISTRICT concerning leaks or problems in the mechanical room located in OWNER'S Building, however, OWNER SHALL BE AND REMAIN SOLELY RESPONSIBLE FOR, AND THE DISTRICT SHALL NOT BE RESPONSIBLE FOR, DAMAGE FROM ANY WATER LEAKS, SHOULD THEY EVER OCCUR.

d) WATERLINE LEAKS/NOTICE TO DISTRICT. OWNER shall notify DISTRICT promptly of any water leaks in the fireline on OWNER'S PROPERTY. Immediately, in the event of a substantial water leak in the fireline (determined in the DISTRICT'S discretion), or following a time limit specified by the DISTRICT if a water leak in the fireline is not repaired within such time limit to the satisfaction of the DISTRICT, the DISTRICT shall have the right to terminate water service under this Contract until OWNER repairs said water leak in a good and workmanlike manner to the satisfaction of the DISTRICT.

e) ANNUAL BACKFLOW TESTS. OWNER shall, annually, commencing on a date not later than January 30th of the year following the year this Contract is executed (or any other annual date mutually agreed upon in writing by OWNER and DISTRICT), have the fire sprinkler system double check detector assembly backflow preventer installed on

OWNER'S Property, and any other backflow preventers on domestic and other waterlines and water-related facilities, such as boilers, in OWNER'S Building that are required to be tested annually, inspected and tested by a state certified backflow inspector, and shall furnish to DISTRICT a report prepared by said state certified backflow inspector showing that the above described fire-suppression water facilities are in compliance with all laws, rules, regulations and codes applicable to the same. If any said inspections or testing reveal that any of the above described fire-suppression water facilities fail to hold against leakage or back pressure, then OWNER shall promptly cause such fire-suppression water facilities to be repaired or restored to proper working condition, or replaced, at OWNER'S sole expense, and OWNER's failure to do so shall be grounds for the DISTRICT to discontinue water service to OWNER'S Property pursuant to this Contract and pursuant to the Water Users Agreement until OWNER does so.

f) FIRE HYDRANT MAINTENANCE, USE AND TESTING.

OWNER shall maintain the fire hydrant installed on OWNER'S Property in good condition and repair. Owner shall allow use and testing of the fire hydrants by the fire department and DISTRICT.

g) RESPONSIBILITY FOR DAMAGE TO DISTRICT-OWNED BYPASS METER. Removal, alteration, tampering, damage, or disrepair of the DISTRICT-owned bypass meter on the double check detector assembly shall be grounds for the DISTRICT to discontinue water service to OWNER'S Property pursuant to this Contract and the Water Users Agreement until said bypass meter is restored to proper working condition at OWNER'S sole expense.

h) RESPONSIBILITY FOR DAMAGE TO DISTRICT-OWNED FIRE SUPPRESSION WATER FACILITIES. Without waiving sovereign immunity, OWNER agrees to be responsible for any damage inflicted upon the District Connection Assembly facilities installed pursuant to the terms of this Contract which damage was inflicted by any person in connection with the development of OWNER'S Property.

i) SEWER INSTALLATION. OWNER agrees that any sewage facilities heretofore or hereafter installed on OWNER'S Property have been or shall be installed, and shall be maintained, in accordance with the requirements of the rules and regulations of the Missouri Department of Health and Senior Services; the rules and regulations of MDNR; the requirements of MDNR's Division of Environmental Quality Water Pollution Control Branch; and the rules and regulations of the Missouri Clean Water Commission, or their successors.

j) CHANGE OF OWNERSHIP. OWNER represents and warrants to DISTRICT that it is the owner of OWNER'S Property. In the event at any time hereafter there is a proposed change in the current ownership interests of OWNER in OWNER'S Property, the transferor and the transferee must give the DISTRICT prior written notice of the proposed transfer date and upon said change of ownership interest shall give written notice to DISTRICT as to the name and address of the new owners of said ownership interests in said OWNER'S Property and the new owner shall be obligated to perform the obligations of OWNER hereunder.

k) TERMINATION: In the event hereafter OWNER desires to terminate the water service furnished by DISTRICT under this Contract, OWNER shall give to

DISTRICT not less than sixty (60) days' written notice of election to terminate this Contract specifying the termination date, and attached to said notice must be a written approval of said termination signed by a authorized representative of the local Fire Department having jurisdiction, and a written approval of said termination signed by a authorized representative of the local Planning Department having jurisdiction. OWNER shall at OWNER'S expense have the DISTRICT close the valves of the DISTRICT Connection Assembly, and upon no less than 24 hours' prior notice to DISTRICT, OWNER shall disconnect the fireline from the DISTRICT Connection Assembly and from the water system of the DISTRICT and shall install a plug (Mechanical Joint Fitting) approved by the DISTRICT at the DISTRICT's downstream isolation valve where the disconnection is made. OWNER'S said disconnection work shall be performed in accordance with any plans and specifications provided by the DISTRICT.

11. LIABILITY RELEASE: The DISTRICT does not guarantee that any specified pressure or quantity of water will be furnished by DISTRICT through the fire-suppression water facilities, and OWNER does hereby fully release and forever discharge DISTRICT from all claims, demands, actions and causes of action arising out of or resulting from the inadequacy or nonavailability of water to supply the fire-suppression water facilities from any cause including but not limited to inadequate water pressure, inadequate water supply, nonavailability of water supply, mechanical failure, power failure or any defect in the water system of DISTRICT. OWNER does hereby agree to be responsible for any loss or damage resulting from the inadequacy or nonavailability of water to supply the fire-suppression water facilities from any cause including but not limited to inadequate water pressure, inadequate water supply, non-availability of water supply, mechanical failure, power failure or any defect in the water system of DISTRICT.

12. OWNER'S DEFAULT: In the events (i) OWNER defaults in performing any of its obligations under this Contract, (ii) the DISTRICT sends written notice to OWNER concerning the default, and (iii) OWNER fails to cure the default within 30 days after the date the DISTRICT sent the notice, then in addition to any other remedy afforded to the DISTRICT at law, in equity, or under other provisions of this Contract, DISTRICT shall have the rights to:

- to demand and recover from OWNER all damages sustained by the DISTRICT as the result of said default, including but not limited to, a reasonable attorney fee and reasonable litigation expenses;
- to discontinue water service to OWNER'S Property provided pursuant to this Contract and pursuant to the Water Users Agreement until OWNER has cured such defaults and paid all such damages sustained by the DISTRICT; and
- to terminate this Contract.

13. RECORDING: DISTRICT shall have the right to record a notice of this Contract in the office of the Recorder of Deeds of Boone County, Missouri.

14. SUCCESSORS AND ASSIGNS: This Contract shall be binding upon the parties hereto, their successors and assigns and shall be binding upon the successors in title to OWNER'S Property.

IN WITNESS WHEREOF, the parties have hereunto executed this Contract the day and year first above written.

DISTRICT:

CONSOLIDATED PUBLIC WATER SUPPLY
DISTRICT NO. 1 OF BOONE COUNTY,
MISSOURI, a Missouri public corporation

BY: _____
JOHN K. COLLIER, President

ATTEST:

LAUREN KILE, Clerk

OWNER:

BOONE COUNTY, MISSOURI

BY: Kip Kendrick, Authorized Commissioner

ATTEST:

Brianna Lennon, County Clerk

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this ____ day of _____, 2026, before me appeared **John K. Collier**, to me personally known, who, being by me duly sworn, did say that he is the President of CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a Missouri public corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year above written.

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 10th day of March, 2026, before me appeared Brianna Lennon Kip Kendrick, to me personally known, who, being by me duly sworn, did say that s/he a Boone County, Missouri Commissioner and that said instrument was signed and sealed in behalf of said County by authority of its County Commission and acknowledged said instrument to be the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year above written.

Jodi R Vanskike
Notary Public

My commission expires:

11.29.2028



NOTICE OF FIRE-SUPPRESSION WATER SERVICE CONTRACT

On this 10th day of March, 2026, BOONE COUNTY, MISSOURI, by and through its County Commission, hereinafter called (Grantor/Owner) and CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a Missouri public corporation, (Grantee/District) do hereby acknowledge and give notice that the undersigned have entered into a Fire-Suppression Water Service Contract on the below-described real estate, and that the full provisions of said contract are set out in the contract document in possession of the parties hereto.

RE:

Boone County Road & Bridge Vehicle Storage Facility
5551 Tom Bass Rd
Columbia, MO 65201

OWNER:

Boone County, Missouri
c/o Boone County Commission
801 E Walnut
Columbia, MO 65201

Legal Description:

Tract One (1) and Tract Two (2) of a survey recorded in Book 388, Page 82, Deed Records of Boone County, Missouri being part of the West Half of Section 3, Township 47 North, Range 12 West, Boone County, Missouri, EXCEPT that part shown as Tract No. 1 of Boone County Survey No. 7995.

Deed recorded in Book 0492, Page 0960, Records of Boone County, Missouri.

OWNER:

BOONE COUNTY, MISSOURI

BY: 
Kip Perdwick, Presiding Commissioner

ATTEST:


Brianna Lennan, County Clerk

DISTRICT:

CONSOLIDATED PUBLIC WATER SUPPLY
DISTRICT NO.1 OF BOONE COUNTY,
MISSOURI, a Missouri public corporation

BY: _____
JOHN K. COLLIER, President

ATTEST:

LAUREN KILE, Clerk

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this ____ day of _____, 2026, before me appeared **JOHN K. COLLIER**, to me personally known, who, being by me duly sworn, did say that he is the President of CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a Missouri public corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 10th day of March, 2026, before me appeared Kip Kendrick Brianna Lenson, to me personally known, who, being by me duly sworn, did say that s/he is a Boone County, Missouri Commissioner and that said instrument was signed and sealed in behalf of said County by authority of its County Commissioner and acknowledged said instrument to be the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, the day and year first above written.

Jodi R Vanskike
Notary Public

My commission expires:

11.29.2028



Consolidated Public Water Supply District #1
of Boone County, Missouri

APPLICATION FOR WATER SERVICE
AND WATER USERS AGREEMENT

Account # _____

Applicant: County of Boone
Last Name _____ First Name _____ Initial _____

Co-Applicant: _____
Last Name _____ First Name _____ Initial _____

5551 Tom Bass Rd
Mailing Address _____ City Columbia MO Zip Code 65201

same
Service Address or Location _____ Number in Family _____ Owner _____

publicworks@boonemo.gov
Email Address _____ Date Tenancy Begins _____ Renter _____

523-449-8515
Primary Phone Number _____ Secondary Phone Number _____ Owner's Name _____

Applicant's Employer _____ Work Phone _____ Co-Applicant's Employer _____ Work Phone _____

Applicant should be at the service address or location when water service is turned on. Applicant assumes all responsibility for any open outlets resulting in water loss or damages.

Applicant contractually agrees to pay all water charges to this Water District until said applicant has terminated service, at the service address or location.

District reserves the right to discontinue water service at this service address or location without further notice if rules, regulations, and policies have not been followed.

 Household **PLEASE CHECK THE PRIMARY USE OF WATER**
 Farming Non-domestic (business, commercial, industrial)

Other Please specify – **Fire-Suppression Water Service**

The applicant certifies that the use marked is the predominant use of water. If water purchased results in a sales tax liability due to use other than stated, the applicant assumes responsibility for remitting such tax due directly to the Missouri Department of Revenue. If the nature of the use of water changes, the Water District must be notified.

WATER USERS AGREEMENT

The undersigned, being the owner or occupier of land within Consolidated Public Water Supply District No. 1, hereby makes application to said District for a water service connection and if said water service is made available by said District, agrees to the following conditions:

1. To become a water user of the District I hereby tender **\$0.00** per meter as a water meter deposit and guarantee that my bills will be paid monthly and an additional **\$0.00** per meter for meter setting and service line charge. The meter setting and service line charge will not be refunded if water service connection is made available to the water user, but the meter deposit will be refunded upon application when service is discontinued and all charges and bills are paid. In the event the District is unable to provide water service from its established system of mains and connections as constructed, or if it not feasible for the District to extend its lines to reach the service address or location, then it is understood that this agreement shall be null and void and the above amount paid shall be refunded to the undersigned applicant.

2. To pay the minimum monthly water charge in the amount of **\$30.00** for **Fire-Suppression** water service from the time service is made available by the District, whether or not water is being used, and to pay for additional water used at the rate set out in the rate schedule adopted by the Board of Directors. Any changes made in the minimum monthly water charge and rate schedule by the Board of Directors of the District shall become a part of this agreement as though fully set out herein.

3. The Rules and Regulations of the District provide that the District will read the water meters. Bills for water used will be rendered by the District on or before the 5th of the month following the month in which the water is used. The undersigned agrees to pay said service bill on or before the 15th day of the month in which the bill is rendered, or be subject to a late charge as set out in the Rules and Regulations. Failure of the District to submit a service bill shall not excuse the undersigned from his obligation to pay for the water used. Failure to pay a bill by the 1st day of the month following the month in which the bill is rendered may result in discontinuance of the service.
4. The water service supplied by the District shall be for the sole use of the undersigned; the undersigned agrees that the undersigned will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will the undersigned share, resale, or sub-meter water to any other consumer. Each meter service shall supply water to only one residence or business establishment located on land within the District.
5. If after water service is made available the same is discontinued or disconnected for any purpose, pursuant to the Bylaws and Rules and Regulations of the District, reconnection shall be upon the conditions set out in the Bylaws and Rules and Regulations of the District.
6. The undersigned agrees that the undersigned will make no physical connection between any private water system and the water system of the District. Representatives of the District may at any reasonable time come on the premises where the water is being used for the purpose of making inspection to enforce the provision. Violation of the provision shall be grounds for disconnection of service.
7. The laws of the State of Missouri, the Bylaws of the District, and the Rules and Regulations of the District, as presently existing, and as may be amended from time to time are made a part of this agreement as though fully set out herein.
8. The undersigned further agrees that part of the consideration of the installation of service is to execute and provide the Water District with easements in usual and customary form as used by the District over and across the undersigned's land for the purpose of this installation, or as may otherwise be required by the District for its water mains and facilities.
9. The undersigned agrees that in the event any part of the water system of the undersigned constructed, expanded, modified or repaired after January 1, 1989 is found to contain materials that are not "lead free" the District shall have the right to remove the water meter and sever the service line serving the undersigned. The definition of "lead free" as used herein shall be as defined in the Rules and Regulations of the Missouri Department of Natural Resources as it now exists and as it may from time to time hereafter be redefined by it.
10. The undersigned acknowledges and agrees that the District does not guarantee any specified pressure or quantity of water will be furnished through the above mentioned water meter, and the undersigned does hereby release and forever discharge District from all claims, demands, actions and causes of action arising out of or resulting from the inadequacy or nonavailability of water to supply to and through the above mentioned water meter from any cause, including but not limited to inadequate water pressure, inadequate water supply, nonavailability of water supply, mechanical failure, power failure or any defect in the water system of the District. The undersigned does hereby agree to indemnify and forever hold District harmless from any loss or damage, including reasonable attorney fees and reasonable litigation expenses, arising out of or resulting from any claim, demand, action or cause of action asserted against District by any person or entity resulting from the inadequacy or nonavailability of water to supply the above mentioned water meter from any cause, including but not limited to inadequate water pressure, inadequate water supply, nonavailability of water supply, mechanical failure, power failure or any defect in the water system of District.
11. The undersigned agrees to indemnify and forever hold the District harmless from any loss or damage, including attorney fees and litigation expenses, sustained as a result of any damages from any cause inflicted upon by the water meter, meter well, water valves and all other water service facilities located on the referenced land and if the District has a fixed charge for any element of the aforesaid damages the undersigned at the election of the District shall pay to District said fixed charge for said element of damage.

12. Has this location / structure previously been served by a well? ___ No ___ Yes

County of Boone, Missouri
 Applicant Name

Kep Kendrick
 Applicant Signature
 Kep Kendrick, Presiding Comm

43-6000349
 Last Four Digits of SSN

3/10/2024
 Date

Co-Applicant Name

Co-Applicant Signature

Last Four Digits of SSN

Date

118-2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 26

County of Boone

} ea.

In the County Commission of said county, on the 10th day of March 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 Erosion and Sediment Control Security Agreement for the \$8,661.47 Cash Deposit between Boone County and Emery Sapp & Sons, Inc. for the Hwy BB Borrow Site. Terms of the Agreement are stipulated in the attached Agreement.

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

Done this 10th day of March 2026.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: February 17, 2026

Developer/Owner Name: Emery Sapp & Sons, Inc.

Address: 2301 I-70 Dr. NW, Columbia, MO 65202

Development: Hwy BB Borrow Site

Legal Description: NWPT SE / SPT S 1/2 NE EXC PT FOR HWY

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

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

1. **Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Hwy BB Borrow Site. The SWPPP and ESC was prepared by Pfefferkorn Engineering & Environmental, LLC on February 5, 2026.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 9th day of February 2028, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$8661.47, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

Cash deposit with County Treasurer

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to February 9, 2028, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Cash Deposit can be released to Developer. If no written proof has been provided to the financial institution issuing Cash Deposit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on February 9, 2028, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Cash Deposit to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in

successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

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

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

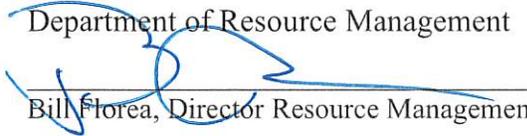
By: Donald Stevenson

Printed Name: Donald Stevenson

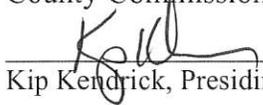
Title: Project Manager

BOONE COUNTY, MISSOURI:

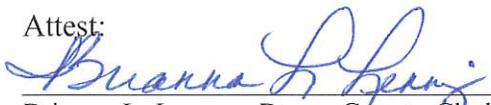
Department of Resource Management


Bill Florea, Director Resource Management

County Commission:


Kip Kendrick, Presiding Commissioner

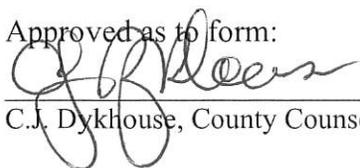
Attest:


Brianna L. Lennon, Boone County Clerk

County Treasurer


Jenna Redel, County Treasurer

Approved as to form:


C.J. Dykhouse, County Counselor

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

Inspections 886-4339

Planning 886-4330

Receipt Number 36376

Time 11:56:43
Date 2/19/2026

Received From EMERY SAPP AND SONS

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

Permit Type: _____

MISC. FEES & REIMBURSEMENTS

Admin Survey	\$ <u>.00</u>	Plat Fee/Prelim	\$ <u>.00</u>
Re-Zonin/App	\$ <u>.00</u>	Postage	\$ <u>.00</u>
Copies/Public Info Rqst	\$ <u>.00</u>	Public Notice	\$ <u>.00</u>
Dischg Permit	\$ <u>.00</u>	ROW Permit	\$ <u>.00</u>
Driveway Permit	\$ <u>.00</u>	MHP License	\$ <u>.00</u>
Land Dist Permit	\$ <u>.00</u>	Training	\$ <u>.00</u>
Plan Review-Bldg Codes	\$ <u>.00</u>	Plan Dev Rev Plan	\$ <u>.00</u>
Conditional Use App	\$ <u>.00</u>	Plan Dev Finl Plan	\$ <u>.00</u>
BOA App	\$ <u>.00</u>	Plats Final	\$ <u>.00</u>
Reinspection Fee	\$ <u>.00</u>	Recording Fees	\$ <u>.00</u>
Wastewater Repair Fee	\$ <u>.00</u>	Other	\$ <u>8,661.47</u>

Comments: ESC SECURITY HWY BB BORROW SITE
Taken By CNR Credit Card Fee \$.00

Total Amount \$8,661.47 Pay Type CK 044956

119 -2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

March Session of the January Adjourned

Term. 26

In the County Commission of said county, on the 10th day of March 20 26

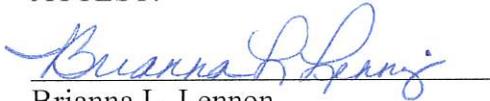
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Annual General Consultant Services Agreements with Crockett Engineering.

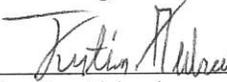
Terms of the agreement are stipulated in the attached and it is further ordered that the Presiding Commissioner is hereby authorized to sign the agreement.

Done this 10th day of March 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

Commission Order 119-2026

Date 03.10.2026

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 10th day of March, 2026, by and between Boone County, Missouri, a first-class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Crockett Engineering Consultants, LLC (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2026, or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2026. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

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

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

services, the Consultant's proposal shall respond to the options requested or provide reasons why the Consultant cannot provide or respond to the request for optional services.

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

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

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

3. Compensation - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone

County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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

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

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting

from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

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

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

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

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

changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

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

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

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

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

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

CROCKETT ENGINEERING CONSULTANTS, LLC BOONE COUNTY, MISSOURI

By Signed by:
Tim Crockett
6453C9D77EE048A...

By Signed by:
kip kundrick
2B83E0DD7F6E9A8...

Presiding Commissioner

Title Partner

Dated: 2/27/2026

Dated: 3/3/2026

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
7D71D5EAE90Z4DD...

DocuSigned by:
Brianna Lennon
D287E242BF8948C...

County Attorney

County Clerk

APPROVED:

Signed by:
Bill Flora
4E78CAG711ED489...

Director, Boone County Resource Management

120-2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 206

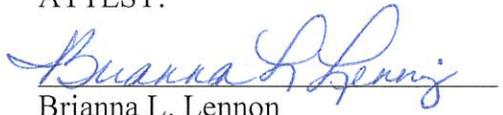
In the County Commission of said county, on the 10th day of March 20 26

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

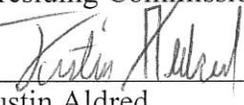
Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Revision for Department 6105 (Facilities Management Admin) to cover Class 4 costs.

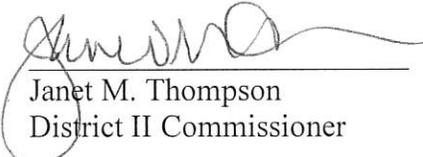
Done this 10th day of March 2026.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

MAINSCR BOONE Core Budget Description - View Only ADJACOB 10:24:43
 Year, 2026 Dept, 6105 FM ADMINISTRATION Finalized Y 3/03/26
 Account, 91300 MACHINERY & EQUIPMENT 2025, Est,
 2025, Bdgt, YTD, % of, Bdgt, Est, % of, Bdgt,

Description	Qty	Unit	Amount	Total
GPS TRACKER FOR VEHICLES AND EQUIPMENT	*		5,500	5,500

Class, 65,500	Class, 2,-8, 33,710	Proposed Core,	_____	Bottom
		Proposed Supp,	5,500	% Chg
F2=Key Scr F3=Exit F5=History		Auditor Rev	_____	
F6=Dept Supplemental Budget F10=Notes *		Commission Rev	_____	
F12=Return F15=Summary		Total, Budget,	5,500	

MAINSCR BOONE Core Budget Description - View Only ADJACOB 10:27:17
 Year, 2026 Dept, 6105 FM ADMINISTRATION Finalized, Y 3/03/26
 Account, 48050 MOBILE DEVICE SERVICE 2025, Est, 3,048
 2025, Bdgt, 3,360 YTD, 3,279 %, of, Bdgt, 98 Est, %, of, Bdgt, 91

Description	Qty	Unit	Amount	Total
CELL PHONE - ADMINSTRATIVE ASSISTANT	12		75	900
CELL PHONE - DEPUTY DIRECTOR	12		75	900
CELL PHONE - DIRECTOR	12		75	900
CELL PHONE - SERVICE COORDINATOR	12		75	900

Class, 3,900	Class, 2,-8, 33,710	Proposed Core,	3,600	Bottom %, Chg, 7
F2=Key Scr	F3=Exit	F5=History	Proposed Supp,	
F6=Dept Supplemental Budget	F10=Notes *	Auditor Rev	Commission Rev	
F12=Return	F15=Summary	Total Budget,	3,600	7

121 -2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 26

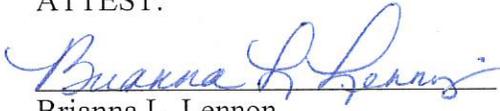
In the County Commission of said county, on the 10th day of March 20 26

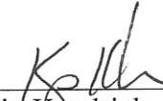
the following, among other proceedings, were had, viz:

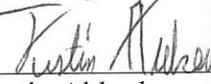
Now on this day, the County Commission of the County of Boone does hereby amend and re-adopt as amended a Senior Real Estate Property Tax Relief Program as initially adopted in Commission Order 256-2024 and amended in Commission Order 395-2025. The program, as amended and re-adopted herein, is set out in the attached order and ordinance, the text of which is incorporated herein by reference. This amendment will remove the requirement for an annual renewal application for eligible property owners participating in the program.

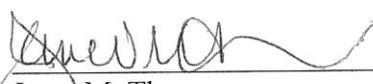
Done this 10th day of March 2026.

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 Senior Real Estate Property Tax Relief Program

1. Tax Credit Authorized, Severability, Scope:

- a. Boone County hereby authorizes a tax credit to eligible taxpayers residing in Boone County as authorized by RSMo Sec. 137.1050, as amended, and as further set out herein.
- b. The provisions of this order and ordinance are severable. In the event that certain provisions of RSMo Sec. 137.1050 or this order and ordinance are declared unconstitutional or otherwise invalidated by a court of competent jurisdiction the provisions of this order and ordinance that can be severed and read in such a way as to give continued effect to the remaining provisions of RSMo Sec. 137.1050 or this order and ordinance shall be so read.
- c. Nothing in this order and ordinance shall be construed to authorize or require the issuance of any refunds of property taxes paid prior to the effective date of this order and ordinance.
- d. Nothing in this order and ordinance shall be read to relieve the taxpayer of the obligation to pay the tax liability for those ad valorem taxes specifically excepted or excluded from this tax credit program.

2. Definitions:

- a. Applicable taxing jurisdictions. All taxing entities or districts levying ad valorem taxes in Boone County except those set out below as exceptions and exclusions.
- b. Eligible credit amount. The difference between an eligible taxpayer's real property tax liability on such taxpayer's homestead for a given tax year, minus the real property tax liability on such homestead in the eligible taxpayer's initial credit year.
- c. Eligible taxpayer. A Boone County, Missouri resident who:
 - i. Is sixty-two (62) years of age or older; and
 - ii. Is an owner of record of a homestead or has a legal or equitable interest in such property as evidenced by a written instrument; and
 - iii. Is liable for the payment of real property taxes on such homestead.
- d. Homestead. Real property actually occupied by an eligible taxpayer as their primary residence. An eligible taxpayer shall not claim more than one primary residence.
- e. Initial credit year. The year that a taxpayer became an eligible taxpayer, which shall be no earlier than January 1, 2024.
- f. Tax credit. The amount equal to an eligible taxpayer's eligible credit amount.

3. Application:

- a. An initial application for the credit shall be required from each eligible taxpayer. An eligible taxpayer shall have attained the age of 62 before January 1st of their initial credit year.

- b. The Boone County Collector, in cooperation with the other impacted elected officials, shall create an application and application process that will allow eligible taxpayers to apply for a senior tax credit.
- c. Said initial application shall require a notarized signature affirming to the truth of the matters represented in said application.
- d. Any false statements made in said initial application are punishable under the provisions of RSMo Sec. 575.050.
- e. For the year 2024, the application deadline shall be October 1, 2024. Thereafter, the application deadline shall be June 30th of each year.

4. Exceptions and Exclusions:

- a. The credit authorized herein shall not extend to the following ad valorem levies:
 - i. State Blind Pension Fund.
- b. New construction:
 - i. If an eligible taxpayer makes new construction and improvements to such taxpayer's homestead the real property tax liability for the taxpayer's initial credit year shall be increased to reflect the real property tax liability attributable to such new construction and improvements.
- c. Annexation:
 - i. If an eligible taxpayer's homestead is annexed into a taxing jurisdiction to which such eligible taxpayer did not owe real property tax in the eligible taxpayer's initial credit year, then the real property tax liability for the taxpayer's initial credit year shall be increased to reflect the real property tax liability owed to the annexing taxing jurisdiction.

5. Tax credit to be noted on tax bill and to applicable taxing jurisdictions:

- a. The amount of the tax credit shall be noted on the statement of tax due sent to the eligible taxpayer by the county collector.
- b. The amount of credits authorized by this order and ordinance shall be reported to the applicable taxing jurisdictions by the county collector.

6. Implementation:

- a. The County and each of its elected officials are authorized and empowered to adopt such rules and procedures as are reasonably necessary to carry out and implement the provisions of this order and ordinance, and to develop and require such documents, applications, and instruments as may be necessary or desirable to permit the application for the tax credit authorized herein to be processed accurately, and to carry out, comply with, and perform the provisions set forth in this order and ordinance. The County and each of its elected officials are authorized and empowered to design and adopt procedures to ensure continued eligibility of taxpayers participating in the senior tax credit program.