Christian County Commission
100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5677)

Meeting: 10/22/26 8:00 AM
Department: County Clerk
Category: Meeting Items
Prepared By: Zoey Strong
Initiator: Zoey Strong
Sponsors:
Doc ID: 5677

Meeting Attachments

ATTACHMENTS:

1 - COVER SHEET - OPIOID WORK SESSION

2 - COVER SHEET - VOCA GRANT RENEWAL

3 - 22 OCTOBER 2026 - ATTESTATION OF APPROVAL FOR VOCA

4 - 22 OCTOBER 2026 - MAPA VOCA CONTRACT

5 - 22 OCTOBER 2026 - VOCA NOTICE OF CONTRACT AMMENDMENT

6 - 22 OCTOBER 2026 - MAPA VOCA POLICIES & PROCEDURES

7 - COVER SHEET - SENIOR CITIZEN SERVICE FUND BOARD APPOINTMENT

8 - COVER SHEET - LIBRARY BOARD APPOINTMENT

9 - 22 OCTOBER 2026 - LIBRARY BOARD VOTES

10 - COVER SHEET - 911 MOWSIN UPDATE

11 - 22 OCTOBER 2026 - 911 MOSWIN UPDATE

12 - COVER SHEET - PURCHASE OF PAVMASTER 414

13 - 22 OCTOBER 2026 - CITY OF BRANSON CONTRACT PAVMASTER

14 - COVER SHEET - BID AWARD: COUNTY-WIDE TREE REMOVAL & TRIMMING

15 - 22 OCTOBER 2026 - BID TAB TREE REMOVAL & TRIMMING

16 - 22 OCTOBER 2026 - DRAFT CONTRACT TREE REMOVAL & TRIMMING

17 - 22 OCTOBER 2026 - PROJECT LOCATION EXHIBITS TREE REMOVAL & TRIMMING

18 - COVER SHEET - RENEWAL - RFP #2023-7 ELEVATOR MAINTENANCE

19 - 22 OCTOBER 2026 - RFP #2023-7 ORIGINAL CONTRACT AGREEMENT

20 - 22 OCTOBER 2026 - RFP #2023-7 AWARD LETTER

21 - COVER SHEET - RENEWAL - RFP #2025-12 MANAGED SERVICES PROVIDER FOR HUNTRESS

22 - 22 OCTOBER 2026 - RFP #2025-12 AGREEMENT FOR PC SOLUTIONS

23 - 22 OCTOBER 2026 - RFP #2025-12 AWARD LETTER

24 - COVER SHEET - RENEWAL - RFQ #2023-19 DATA SOLUTIONS SERVICES

25 - 22 OCTOBER 2026 - RFQ #2023-19 ORIGINAL CONTRACT AGREEMENT TECHTREE

26 - 22 OCTOBER 2026 - RFQ #2023-19 AWARD LETTER TECHTREE

27 - COVER SHEET - RENEWAL - RFQ #2023-19 DATA SOLUTIONS SERVICES

28 - 22 OCTOBER 2026 - RFQ #2023-19 - ORIGINAL CONTRACT AGREEMENT CKC

29 - 22 OCTOBER 2026 - RFQ #2023-019 AWARD LETTER CKC

30 - COVER SHEET - BURN BAN DISCUSSION

Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Opioid Work Session

Brenda Porterfield

The Commission would like to schedule one more Opioid Work Session before the year end, to review possible programs to begin after the first of the year, and possibly decide a schedule on how much we might spend each month going forward on these potential programs. Offices and Departments are asked to bring their final proposals with costs associated with each program requested.

This work session is set to begin at 8:00 am in the Commission Chambers, right before the 9:00 am Commission meeting.

Requested by: bporterfield@christiancountymo.gov 2026-10-08 16:17

Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

VOCA Grant Renewal

Kristen Tuohy

VOCA Grant Renewal for Christian County Prosecuting Attorney's Office VOCA Funded Victim Advocate Positions

Requested by: kristen.tuohy@prosecutors.mo.gov 2026-10-16 13:27

Christian County Commission Attestation of Approval
For VOCA/MAPA October-December 26

_____ _____

Lynn Morris Date
Presiding Commissioner

_____ _____

Bradley Jackson Date
Eastern Commissioner

_____ _____

Johnny Williams Date
Western Commissioner

ATTEST:

_____

Paula Brumfield, County Clerk

APPROVED AS TO FORM:

_____

Austin Fax, County Counselor

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

_____

Amy Dent Date
Christian County Auditor

Contract For Services	*Contract #:* **MAPA Oct-Dec 26 Christian**
Missouri Association of Prosecuting Attorneys **200 Madison, Ste 1060** **P.O. Box 899** **Jefferson City, MO 65102**	***Title:*** **Victims of Crime Act (VOCA) – Christian County** ***Contract Period***: October 1, 2026 through December 31, 2026 CFDA 16.575 MAPA VOCA ER130260085

The Missouri Association of Prosecuting Attorneys desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

Contractor Information:

Contractor Name: Christian County Prosecuting Attorney's Office
Mailing Address:
City, State Zip:

Primary Contact Person: _____Kristen Tuohy____

Primary Contact Email/Phone: ____Kristen.Tuohy@prosecutors.mo.gov_______________

_________417-581-7915_______________________

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The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Association of Prosecuting Attorneys Association, a binding contract shall exist with the contractor (subrecipient of VOCA funds). The undersigned also agrees to comply with all conditions set forth by the Department of Social Services per federal VOCA requirements.

The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.

In witness thereof, the parties below hereby execute this agreement.

Kristen M Tuohy ______________________________ ***10/16/26***

Authorized Signature for the Contractor: Kristen M. Tuohy Name and Title: Prosecuting Attorney Date

____

______________________________ ______________

Authorized Signature for the
Missouri Association of Prosecuting Attorneys

Date
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FUNDING AWARD

SECTION:	FEDERAL AMOUNT AWARDED:	
PERSONNEL:	**$ 26,905.65 (1 advocate @ $1403.33 ppd and 2 @$1368.00 ppd / 6.5 ppds)**	
BENEFITS	$ 2,058.29	
TRAVEL/TRAINING	**$**	
SUPPLIES/OPERATIONS:		
EQUIPMENT:		
INDIRECT COSTS:		
TOTALS AND FUNDING PERIODS:		$
		$
	TOTAL FEDERAL AWARD	$ 28,963.94
	MATCH AMOUNT	$ difference of salary/all fringes

The maximum billable amount shall not exceed the totals and funding periods specified above.

VOCA Grant and Direct Services Requirements for MAPA Subrecipients

1. **Host counties must designate a fiscal officer.**
2. **Host counties must have established personnel procedures for hiring and supervision.**
3. **Advocates must receive a minimum of 15 continuing education hours per project year.**
4. **New Advocates must complete basic advocacy training requirements within 60 days of hiring; and attend in-person New Advocate training at MOPS as soon as offered.**
5. **Assure implementation/compliance of Missouri Crime Victims' Rights.**
6. **Victim advocates must become Safe at Home application assistants.**
7. **Implementation of adopted MAPA Best Practices.**
8. **Submission of all required invoice documentations and follow MAPA VOCA Fiscal Procedures.**
9. **Use of Karpel for submission of all statistical reports by established due dates for Quarterly Reports.**
10. **Implement/participate in evaluation tools to fulfill grant objectives.**
11. **Periodic site visits that include programmatic and financial monitoring and, if necessary, completion of corrective action plans.**
12. **Advocates must pursue collaborative relationships with community resources and establish a Memorandum of Understanding (MOU) with the community agency collaborative partner.**
13. **Host county must adhere to the DSS Code of Ethics and Service Standards.**
14. **MAPA Subrecipients will maintain personnel procedures that complies with 3.15.5 (Federal VOCA requirements below) addressing any intentional acts to defraud the grant and notification to MAPA of any issue of non-compliance.**
15. **Volunteers at County PA Offices must complete required training and submit timesheets to reflect services provided.**
16. **Host counties must review and comply with the Special Conditions required by DSS/VOCA.**
17. **All records and documents maintained by and for this position must be retained; advocate data may not be deleted/inactivated in Karpel.**
18. **Non-compliance with these requirements may result in denial of reimbursement.**

By your signature on Page 1 of this contract, you acknowledge that you have read and agree to abide by the MAPA VOCA requirements and Policies and Procedures.

NOTICE OF CONTRACT AMENDMENT

Missouri Department of Social Services
Division of Finance & Administrative Services
Procurement Unit
P.O. Box 1643
Jefferson City, MO 65102

CONTRACT NUMBER ER130260085	**CONTRACT TITLE** Victims of Crime Act (VOCA)
AMENDMENT NUMBER 001	**CONTRACT PERIOD** October 1, 2026 through September 30, 2027
AGENCY NAME AND ADDRESS Missouri Association of Prosecuting Attorney's (MAPA) PO Box 899 Jefferson City, MO 65102	**CONTACT PERSON NAME AND E-MAIL ADDRESS** Kathleen Tofall Kathleen.Tofall@prosecutors.mo.gov

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

Contract ER130260085 is hereby amended pursuant to the attached Amendment #001.

Contract ER130260085 is awarded the amount of $1,863,145.00 for the contract period stated above.

PROCUREMENT OFFICER Sabrina Ridpath	**PROCUREMENT OFFICER CONTACT INFORMATION** Email: Sabrina.ridpath@dss.mo.gov Phone: (573) 751-8715 Fax: (573) 526-4678
AUTHORIZED SIGNATURE FOR THE DEPARTMENT OF SOCIAL SERVICES Courtney Stalter sr	**DATE** October 7, 2026

State of Missouri Department of Social Services Contract Amendment	*Contract Description:* **Victims of Crime Act (VOCA)** *Amendment Description:* **Renewal and Revision**	
Contract #: **ER130260085**	*Amendment #***001**	*Effective Date:* **October 1, 2026**

Agency Information:

Agency Name: **Missouri Association of Prosecuting Attorney's (MAPA)**
Mailing Address: **PO Box 899**
City, State Zip: **Jefferson City, MO 65102**

The above referenced contract between Missouri Association of Prosecuting Attorney's (MAPA) and the Department of Social Services is hereby amended as follows:

1. The contract is renewed for the period of October 1, 2026 through September 30, 2027.

2. Attachment I is hereby replaced in its entirety with the attached Attachment I - FY 2026 VOCA Special Conditions.

3. Within ten (10) calendar days of signing and returning this amendment, the agency must complete the VOCA Budget Form, provide a Budget Narrative, and a Subgrant Award Report (SAR) to the Department via email to FSD.VOCAUnit@dss.mo.gov for review and approval.

4. All other terms and conditions shall remain unchanged.

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In witness thereof, the parties below hereby execute this agreement.

	Executive Director	Oct. 1, 2026
Authorized Signature for the Agency	Title	Date
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VOCA – FY 2025 Special Conditions

1

Meaningful access requirement for individuals with limited English proficiency

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

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, and are incorporated by reference here.

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

3

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

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

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

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

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

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

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

4

Effect of failure to address audit issues

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

5

Applicability of Part 200 Uniform Requirements

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

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

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

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

6

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

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

7

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

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

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

explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

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

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

8

Requirements related to "de minimis" indirect cost rate

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

9

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

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

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

10

Requirement for data on performance and effectiveness under the award

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

11

Compliance with DOJ Grants Financial Guide

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

12

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

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

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

13

Determination of suitability to interact with participating minors

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

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

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of

suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14

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

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

15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

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

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

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

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

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

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

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

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

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

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

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

16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17

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

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

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

18

Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

information.

1. In accepting this award, the recipient--

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

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

a. it represents that--

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

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

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding

Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

20

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

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

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

21

Requirement to report potentially duplicative funding

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

22

Required training for Grant Award Administrator and Financial Manager

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

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial

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

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

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

23

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

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

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

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

24

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

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

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to

trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Potential imposition of additional requirements

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

26

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27

Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

This condition does not apply to an award to an individual who received the award as a natural

person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28

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

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

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

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

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

30

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

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

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

31

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

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

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

32

Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

33

VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for

crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and

c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

34

The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.

35

The recipient must receive and engage in any training and technical assistance activities recommended by the Office for Victims of Crime.

36

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

37

FFATA reporting: Subawards and executive compensation

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

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

38

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

39

The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. (E.g., VOCA funds awarded in FY 2024, are available until the end of FY 2027). Extensions beyond the statutory period may be granted at the discretion of DOJ, and may be requested in accordance with OJP processes, but are not assured.

40

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm

(Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

VOCA FY 2026 Special Conditions

1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm, and are incorporated by reference here.

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

2

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

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

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

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

neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see "Nondiscrimination provisions and the Religious Freedom Restoration Act," accessible at https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements.

3

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

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

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

4

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

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

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

5

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any

procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

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

6

Federal Civil Rights and Nondiscrimination Laws (certification)

The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

7

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

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

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

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

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

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

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

8

Effect of failure to address audit issues

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

9

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the

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

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

10

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

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

11

Requirements related to "de minimis" indirect cost rate

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

12

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

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

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

13

Requirement for data on performance and effectiveness under the award

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

14

Compliance with DOJ Grants Financial Guide

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

15

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

16

Determination of suitability to interact with participating minors

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

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

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

17

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

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

18

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

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

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

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

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

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

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm

employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

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

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

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

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

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

19

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

20

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

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

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction

specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

a. it represents that--

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

reporting waste, fraud, or abuse as described above; and

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

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

OJP Training Guiding Principles

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

23

Requirement to report potentially duplicative funding

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

24

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award

changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

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

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

25

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

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

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

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

26

Potential imposition of additional requirements

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

27

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to

respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

28

Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement,

subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

30

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

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

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

31

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

32

FFATA reporting: Subawards and executive compensation
The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A (“Award Term”) and are incorporated by reference here.
This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System

(FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit https://sam.gov/fsrs.

33

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP website at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

34

The recipient agrees that any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, audio-visual, or other materials), developed under this award, shall contain the following statement: "This product was supported by VOCA Formula funds awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication are those of the contributors and do not necessarily represent the official position or policies of the U.S. Department of Justice.

35

Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

36

VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and

c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

37

The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. (E.g., VOCA funds awarded in FY 2026, are available until the end of FY 2029). Extensions beyond the statutory period may be granted at the discretion of DOJ, and may be requested in accordance with OJP processes, but are not assured.

MAPA POLICIES AND PROCEDURES
For MAPA VOCA CIRCUIT BASED VICTIM ADVOCATE PROGRAM
2018
(adopted 5-30-18; addendums approved 4-7-20 and 4-13-20;
amended 10-15-20/3-28-22/8-4-22; amended June 5, 2023; amended & approved 3-31-26;)

MISSION STATEMENT

As the voice of Missouri's prosecutors, MAPA strides to provide uniformity and efficiency in the discharge of duties and functions of Missouri's prosecutors; works with the development of legislation and policy that protects the public, improves Missouri's criminal justice system and enhances the profession of prosecution; and supports the enforcement of crime victims' Constitutional rights and the provision of direct services as well as timely and on-going support to victims of crime throughout the state.

Victims of Crime Act Funding

According to the VOCA Program Guidelines (per VOCA Grant Solicitation), services are defined as those efforts that:

- respond to the emotional and physical needs of crime victims;
- assist primary and secondary victims of crime to stabilize their lives after a victimization;
- help victims understand and participate in the criminal justice system; and
- provide victims of crime with a measure of safety and security.

For the purpose of providing the MAPA Circuit Based Victim Advocate Program, a crime victim is a person who has suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. Funding cannot be used for the investigation of crimes or collection of evidence to further the prosecution of crimes. By statute, funding priorities are given to programs serving victims of sexual assault, domestic violence and child abuse, and require MAPA and the MAPA VOCA Subrecipients to provide specific data for each of these categories with the monthly claims.

MAPA VOCA CIRCUIT BASED VICTIM ADVOCATE Subgrantee Award Process

Upon posting the availability of VOCA funds, state circuits or counties may submit a MAPA VOCA Subrecipient application to maintain an existing VOCA-funded position, enhance existing services, or request a new position; include the budget breakdown for their program with projected costs and accompanying estimates for items included in the budget; maintain the personnel procedures established for hiring and supervision of VOCA-funded employees; and

programmatic plan for direct service provision. MAPA will provide the format for the submission of this information.

The assigned salary for positions will be determined by the MAPA Subrecipient; all fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in the "Personnel" budget category and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation, and State Unemployment Compensation. Costs included in this category are: FICA (employer's portion of the Social Security and Medicare taxes), employer's portion of retirement, employer's portion of insurance (health, life, dental, etc.), employer's portion of Worker's Compensation and State Unemployment Compensation.

The MAPA VOCA Coordinating Committee will oversee all submissions and assure creation of MAPA Subrecipient Awards by contract document that delineates the specific funding for all categories requested.

I. Funding Procedures

The VOCA grant funds two positions to be housed in MOPS. These positions are dedicated to the provision of direct services of subrecipient programs and oversight of all programmatic and fiscal obligations of VOCA and provide funding directly to subrecipient sites in specified circuits of the state.

Any position opening for the two positions to be hired by MAPA are posted on the MAPA website in the section Job Openings. A description of the position and requirements are included in the notice and deadline for application. The selection process will include submission of resume and references, interviews and background checks prior to offering the position.

MAPA VOCA Subrecipients are expected to have established hiring and personnel policies which include notice of openings for Victim Advocate positions which may include a Job Announcement utilizing available websites (including MAPA's site at prosecutors.mo.gov if requested by the subrecipient) and other local options, as well as interviews, background and reference checks prior to offering the position. Salary and fringe benefits for the position will be determined by the MAPA Subrecipient circuit/hosting county in the circuit and be provided to MAPA for inclusion in the VOCA budget per the submitted funding request.

1. Host counties (individual or circuit) are required to designate a Fiscal Officer who will be responsible for providing all financial documentation to support the positions and expenditures submitted for monthly reimbursement.

2. Submission of all required invoice documentation by the 10th of the month.

3. Personal identifying information must be redacted from any and all reports (County financial/insurance documents, Karpel reports or information/referral log documentation) prior to submitting with the monthly claim for funding or as part of the quarterly report requirements.

4. Expenses previously covered by the County through General Revenue or other county funds may not be submitted for reimbursement through the MAPA VOCA program as this request will constitute supplanting which is not allowable for VOCA funds (per 28 CFR 94 108 [a] which states that subrecipients *may not use VOCA funding to supplant State administrative support for the State crime victim assistance program. Consistent with the DOJ Grants Financial Guide, such supplantation is the deliberate reduction of State/local funds because of the availability of VOCA funds."*

   To supplant means to "replace" or "take the place of." Federal law prohibits recipients of federal funds from replacing state, local, or agency funds with federal funds. Existing funds for a project and its activities may not be displaced by federal funds and reallocated for other organizational expenses.

   The MAPA VOCA Victim Advocate program adopts the DSS language for Non-supplanting: VOCA funds cannot be used to supplant, or take the place of, a Subrecipient agency's existing state or local (public) funding. VOCA funds must be used to supplement existing public funds and not substitute local or state public funds that have been appropriated or would otherwise be spent for the same purpose. Federal and/or state public funds cannot be utilized to cover existing costs that would otherwise be paid through other sources of funding.

5. Procurement policy: MAPA will comply with the federal guidelines for non-profit organizations (2 CFR 320) that is consistent with state and county laws and regulations for the acquisition of property and services required as a subrecipient of a VOCA award.

   The MAPA Board of Directors/VOCA Coordinating Committee created a procurement policy approved by the Board in July 2022 and is included as an addendum to this document.

Reimbursement Procedure

- The Circuit-Based Victim Advocates and Subrecipient Fiscal Officer are required to submit all grant paperwork to the MOPS VOCA Fiscal Officer via email. All MAPA VOCA Advocates will submit their monthly claim documentation via email by the 10th of each month or by specific date determined by the VOCA Fiscal Officer.
- If a VOCA Circuit-Based Victim Advocate fails to submit their documentation by the deadline, that will result in that specific county being unable to obtain their reimbursement until the next claim cycle.

- Grant documentation that advocates are required to submit includes, but is not limited to: VOCA activity timesheets, mileage logs, mileage checks (if already paid by the county), pay stubs, benefits verifications, and receipts for items eligible for reimbursement that complies with local procurement policies.
- The VOCA Circuit Based Victim Advocate will also submit the MAPA VOCA Invoice form with number of victims served and provide a breakdown of money spend on Child Abuse, Sexual Assault, Domestic Violence, and Underserved victims/cases.
- All data specific to cases and services provided will be collected through the Karpel database. No Personal Identifying Information is to be included on any reports submitted with the monthly claim.
- The information received from the Circuit-Based Victim Advocates will then be compiled by the MOPS VOCA Fiscal Officer into a billing spreadsheet reflecting the categories for reimbursement.
- The MOPS VOCA Fiscal Officer reviews all items prepared for reimbursement and completes the DSS VOCA Invoice form.
- Upon receipt of notice of reimbursement from DSS, the MOPS Fiscal Officer obtains authorization to prepare and mail reimbursement checks to the participating counties from the MAPA Deputy Director or the MAPA Executive Director. After all reimbursement checks are prepared, the MOPS Fiscal Officer will mail reimbursement checks to the participating counties.
- The MOPS Fiscal Officer will then invoice for the Statewide Victim Advocate Coordinator's and the VOCA Fiscal Officer's authorized time spent on the Circuit-Based Victim Advocate Project during that reimbursement cycle.
- Through this project, the Statewide Victim Advocate Coordinator and the VOCA Fiscal Officer will act as the liaison and the point of contact between the VOCA Circuit-Based Victim Advocate counties and DSS-VOCA Unit.

II. Contract Adjustments and Change of Information

- If unused awarded VOCA funds become available, MAPA will provide an opportunity for Subrecipient counties/circuits to submit the MAPA Contract Adjustment form with documentation that includes changes to the Subrecipient budget to include the additional funding to cover new project costs and statistical report that reflects increased need for services.
- The MAPA VOCA Coordinating Committee will review the request and determine approval of the use of existing funds for expanding Subrecipient services.
- As the DSS requires completion of their Change of Information form when the status of an employee changes or new employee is added, the following information will need to be provided to MAPA: person leaving position and last date of employment; new employee name, job title, hiring date, address, email, phone number, and brief description of work experience and job responsibilities for the position.

III. MAPA Subrecipient TRAVEL

All MAPA Subrecipients will be reimbursed for travel which has been included in their approved budget. Local mileage will be calculated at state government rate, documented and approved by the Circuit/County Fiscal Officer.

Travel for training will be included with documentation specific to the training attended. MAPA Subrecipients will comply with safe motor vehicle operation, use of seatbelts, and refrain from texting while driving during the course of all work activities provided during time identified and reimbursed by VOCA funds.

IV. MAPA Subrecipient Procurement

Each MAPA Subrecipient (circuit/county) will provide the procurement guidelines followed for the purchase of supplies and equipment. MAPA's guidelines include the following:

These procurement procedures are written to comply with the requirements of the Federal Uniform Guidance and apply only to procurements made with Federal funds.
Micro-purchases of $3,500 or less may be awarded by soliciting bids and should distribute purchases equitably among qualified suppliers. Considerations for selecting a vendor such as prices, quality and convenience should be documented. Every three years, MAPA should survey suppliers, consider new options, and document the selection.

Bids from at least three qualified sources must be obtained for small purchases between $3,500 and $150,000 through price or rate quotations. MAPA must use a bidding process but must not necessarily select the lowest bid. Considerations such as quality and reputation may be taken into account and must be documented. Every five to seven years, MAPA should send out new requests or proposal, consider new options, and document the selection.

Any large purchases or sole source contracts over $150,000 in value must conform to bidding requirements as set forth in the Federal Uniform Guidance.

- **VOCA Match Requirements**

In respect to the funds attributed to Match for the program, the primary contributions come from County general revenue payments for locally funded victim advocates (both 17 fully funded and 15 partially funded), that includes salary and County fringe benefits. All Match advocates are required to submit the same documentation as a MAPA VOCA funded advocate.

The other sources of matching funds for the MAPA VOCA Grant includes and is documented as follows:

- The MOPS Fiscal Officer will provide documentation of the Karpel fees collected for the MAPA VOCA Advocates and the advocates funded through general revenue or other

county source of income will be included as matching funds, as this database assures sound case management and statistical reporting.

- The contract County payment for Microsoft Exchange email addresses or Office 365 for MAPA VOCA Advocates is included as match with documentation provided by the MOPS Fiscal Officer.
- The Linn County satellite office expenses for their victim advocates (previously established and approved on their VOCA grant) is also included as match funding.

V. VOCA Contract Violations

MAPA Subrecipients will maintain Personnel Policies that include the requirements identified on the contract and in the Department of Social Services Standards.

The MAPA Subrecipient should promptly refer to the VOCA Fiscal Officer any credible evidence of civil or criminal violation of laws, including but not limited to the False Claims act, fraud, conflict of interest, bribery, gratuity or similar misconduct, as specified in 3.15.3 of the Contract.

Any issues of personnel or other misconduct must be addressed and reported to MAPA, along with the MAPA Subrecipient's intended course of action, and may result in specific stipulations for continued funding of MAPA Advocate positions. A failure to promptly report any such issues may result in discontinued funding.

VI. VOCA Grant Direct Services Provision by MAPA Subrecipients

All Counties participating in MAPA's Circuit Based Victim Advocate Program are required to provide direct services to victims in compliance with the Missouri Crime Victims' Rights Statute (RSMo. 595.200-320) and are strongly encouraged to adopt MAPA's Best Practices Recommendations relating to Victim Services. Failure to provide these direct services to victims can result in removal from the grant program.

All Counties participating must also abide by The Department of Social Services' Code of Ethics and Service Standards.

VOCA Circuit Based Victim Advocates should work to create collaborative relationships with community resources that serve their Circuit/County. Each Advocate is required to pursue these relationships and document them by either a Collaborative Agreement or Memorandum of Understanding.

VOCA Circuit Based Victim Advocates are also required to participate in the implementation of an evaluation tool that will assist with gathering information necessary to fulfill our grant objectives. Advocates will be asked to provide victim information, including victim name, telephone number, and crime information, to the Statewide Victim Advocate Coordinator

monthly. This information will be used to conduct telephone surveys to evaluate outcomes related to grant objectives.

Activities that are VOCA allowable include:

Criminal Justice Advocacy
Notification of Court Dates
Personal Advocacy
Crisis Counseling
Follow up contact
Information and Referral
Emergency Financial Support
Assistance Filling Crime Victims Compensation
Approved Training
Community Coordination of Direct Victim Services

Activities that are VOCA unallowable include:

Lobbying
Research and studies
Active investigation and prosecution of criminal cases
Fundraising
Capital expenses
Compensation for victims of crime
Medical Care

A. Grant Monitoring Procedures

Reporting Requirements

MAPA requires that grantees comply with and fully participate in the financial and programmatic reporting for this grant program. Statistics should be pulled by the mandatory case management program Prosecutor by Karpel on a monthly and annual basis. Monthly statistical information should be included with all financial documents submitted to the MOPS VOCA Fiscal Officer.

Quarterly Progress Reports*:* All VOCA Subrecipients will be required to submit reports on their program outputs supported by VOCA funding on a quarterly basis. VOCA Subrecipients must complete the VOCA Quarterly Report, which details the number of victims (new and existing) served by type of victimization, and number of services delivered by type of service. VOCA Subrecipients must collect data according to the categories of the Quarterly Report. This data should be collected using Prosecutor by Karpel. Victim Service Reports in Karpel can be used to verify all numbers being reported on the Victim Services Statistical Report (VSSR).

VSSR QUARTERLY PROGRESS REPORTS	
REPORTING PERIOD	***DUE ON OR BEFORE THE FOLLOWING DATES***
October 1 – December 31	***January 5***
January 1 – March 31	***April 5***
April 1 – June 30	***July 5***
July 1 – September 30	***October 5***

All statistical reports must be submitted electronically via email to MOPS VOCA Fiscal Officer. Failure to submit these output reports in a timely manner will significantly delay any Subgrant Expenditure Reimbursements submitted within the grant period and could lead to MOPS staff creating Corrective Action Plans. Continued delays will result in a staff recommendation to reduce funding or even possibly terminate participation in MAPA's Circuit Based Victim Advocate Program.

B. **Compliance Monitoring Activities and Other Requirements**

As part of its grant monitoring functions, MAPA is required to perform compliance monitoring activities of its subgrantees on at least a biennial basis. There are two types of compliance monitoring activities that MAPA conducts. Site visits give MAPA the opportunity to see all our subgrantees' important work up close, meet the program staff and tour the facility after reviewing all grant-related documents. Desk reviews occur when MOPS staff review all grant-related documents and conduct conference calls with the agency's personnel. Generally, MAPA determines if an agency is due for a site visit or a desk review based on either a risk assessment of subgrantee financial and programmatic viability, subgrantee requests for technical assistance, or if the MOPS Statewide Victim Advocate or MOPS VOCA Fiscal Officer notice compliance issues within the agencies.

MAPA will alert the VOCA Subrecipient about an upcoming site visit or desk review at least 2 weeks prior to the visit. The subgrantee's Elected Prosecutor, Victim Advocate/s, and Fiscal Officer will receive an announcement letter and document preparation checklists that they must complete prior to the visit.

In the event of a State-identified crisis or emergency, MAPA is permitted, as per Office of Justice Program directive, to utilize virtual monitoring through a secure remote meeting site such as: Zoom or GoTo Meeting platforms to perform compliance monitoring. MAPA will require subrecipients to submit required documents via email prior to the virtual monitoring session.

Below is a list of record-keeping requirements that will make the MAPA VOCA Subrecipient site visit a success and keep the Subrecipient in compliance with the VOCA grant:

- Karpel data must be maintained for all advocates who work or who have worked in the prosecuting attorney's office and have since left the office; this must be done by keeping the advocate Active in Karpel. No deletion of advocate is permitted as this action will also delete all pertinent data entered by the departing MAPA VOCA Advocate. Computer information pertaining to all advocates assigned to the MAPA VOCA grant (whether by termination or resignation) must be maintained pursuant to the requirements of the VOCA grant period.
- Maintain all records related to a subgrant for 3 years after the grant is closed. The clock for record-keeping for a particular grant starts the from the date of notification that the grant has been closed fiscally and programmatically.
- Keep all receipts related to any supplies or equipment purchases made with grant funds;
- Maintain an inventory list of all equipment and the grant funds used to pay for each;
- Ensure that timesheets are kept for all grant-funded personnel during the grant period; Timesheets should capture the number of hours worked, the grant to which the hours are assigned, and the activities performed on the grant.
- Ensure that the MAPA VOCA Subrecipient has policies and procedures that separate accounting duties within the organization;
- Ensure that an Equal Employment Opportunity Plan has been completed by the MAPA VOCA Subrecipient county, that has been filed this with the Office of Civil Rights (if applicable) or that a federal *Certification Form* has been filed. Refer to Section "A" of this form to determine if the Subrecipient county is exempt or go to the Office of Justice Program's Office of Civil Rights website.
- Keep copies of invoices for contractors listed on the grant and a copy of the contract between your agency and the contractor.
- Ensure an accounting system that is able to separate the expenses and revenue for the VOCA subgrant award from other general expenses and revenue or those associated with other grants;
- Ensure that the VOCA Subrecipient has non-discrimination policies for service provision and that these policies are made available to clients and employees (described below.)

MAPA will review all of these documents, the accounting system, the personnel policies and procedures and a random selection of receipts and other documentation during the site visit or desk review. Staff will also address any programmatic reporting or other issues with which your agency may need technical assistance.

As MAPA VOCA programs are required by DSS to retain all records pertaining to the services and accounting specific to MAPA VOCA Advocate positions, the removal or deletion of VOCA-required documentation is not permitted; if such removal or deletion of documentation occurs, this action may/will be considered a compliance violation of the MAPA VOCA contract with the county.

Failure to remain in compliance with grant requirements will result in a Corrective Action Plan (CAP). Corrective Action Plans will outline specific objectives that will need to be completed within 45-90 days of receiving the CAP. Failure to complete with the specified items on the CAP can result in holds placed on reimbursements as well as being denied participation in the MAPA VOCA Circuit Based Victim Advocate Program.

C. Language Access Services

MAPA is dedicated to assisting all victims of crime with information, referral and support as they navigate the criminal justice system. To serve victims who have English as a Second Language, MAPA requires that VOCA Circuit-Based Victim Advocates identify and utilize the interpreter and translator services in their area or seek assistance from the Statewide Victim Advocate to connect the Circuit-Based Victim Advocate to an appropriate resource. All efforts should be made to assure that victims are able to receive interpreter services that will be neutral and avoid having family members interpret during interviews. For court proceedings, interpreters are available through the Office of State Court Administrators. Telephone interpretation is available through various service providers.

D. Confidentiality

MAPA requires VOCA Circuit-Based Victim Advocates to promote the safety of crime victims and prevent re-victimization. As such, confidentiality of information shared by victims with their advocate is vital to maintaining a relationship where support and information are valued.

VOCA Circuit-Based Victim Advocates are employees of prosecuting attorneys and agents of the state, and the state must comply with all applicable statutes, caselaw and rules relating to the disclosure of exculpatory evidence, including written summaries of victim statements and exculpatory oral statements.

VOCA Circuit-Based Victim Advocates, all volunteers and interns are required to sign the DSS Code of Ethics Statement, a Confidentiality Statement, and utilize the pertinent consent forms prior to sharing of information specific to an individual victim. As per this agreement, advocates, volunteers and interns affirm by signature that information shared within the Victim Services Unit is to be held in strict confidence and not repeated in any part to anyone not affiliated with the Prosecuting Attorney's Office with the exception of those government agencies that are part of the criminal justice process (e.g. Department of Corrections, Probation and Parole, Department of Mental Health).

VII. MAPA Subrecipient Position Training

All VOCA Circuit Based Victim Advocates should receive 60 hours of training within 60 days of being hired. This training should include the Basics of Advocacy, Prosecutor by Karpel, Grant documentation and compliance, and Trauma Informed Care. All Circuit Based Victim Advocates

are required to complete at least 15 hours of continuing education training each year which should include specific hours on updates in Prosecutor by Karpel. All VOCA Circuit Based Victim Advocates are also required to become Safe at Home Application Assistants. Advocates must attend the initial Safe at home training as well as maintain their application assistant position for the duration of their employment.

VOCA Circuit Based Victim Advocates should request to attend trainings at least 30 days in advance whenever possible. VOCA Circuit Based Victim Advocates should provide the agenda or training description to the MOPS Statewide Victim Advocate Coordinator who will then get approval for the training. When Advocates attend approved trainings, they must submit the training agenda along with documentation of the pre-approval with their monthly financial documentation and timesheets.

VIII. Volunteer/Intern Training and Supervision

Volunteers and Student Interns who assist MAPA VOCA Subrecipients will be required to have attended the mandatory training on victims' rights, victim assistance and trauma-informed approaches through MAPA or through MAPA's collaborative partners. Volunteer tasks at subrecipient sites must be reviewed/approved by the Statewide Victim Advocate to assure compliance with VOCA criteria.

IX. MAPA Non-Discrimination Statement

MAPA Subrecipients and VOCA Circuit-Based Victim Advocates will not discriminate against any victim, employee, colleague, allied professional or member of the public on the basis of race, ethnicity, color, national origin, language, sex, gender, age, sexual orientation, social class, ability, economic status, education, marital status, religion, substance abuse, health status or HIV status.

X. Data Collection and Reporting

Victim information and service provision will be maintained in the Prosecutor by Karpel database. Service statistics for grant reporting will be obtained from the database and included on the MAPA VOCA Claim form for monthly invoicing as well as for quarterly and annual reporting. It is the responsibility of the MAPA VOCA Subrecipient to verify that these service statistics are accurate and complete. By submitting said service statistics to MAPA, the subrecipient is verifying the authenticity of said statistics.

XI. Evaluation of MAPA VOCA Project

The VOCA Grant objectives will vary with grant application process. The following are an example of the grant objectives which require data collection and documentation that victims served are aware of their rights, available assistance, and community resources:

_____% of survivors will understand their rights as crime victims.

_____% of clients going through the court process will understand their role in the court procedure.

Crime victim compensation forms will be accurately completed and filed for_____% of survivors seeking compensation.

_____% of collaborators will feel better able to provide accurate information to victims of [child abuse, domestic violence, sexual violence, etc.].

_____% of survivors will have access to accurate information about the legal system, in order to make informed decisions and choices.

_____% of clients will have access to accurate information about support services available in the community that they might need

_____% of volunteers will show an increase in knowledge regarding dynamics of victimization after training.

MAPA VOCA Subrecipients will utilize documentation that assures crime victim understanding and acknowledgement of the services provided; statistical data from PBK; and participation in the evaluation tool created by MAPA for feedback from victims (victim contact information will be utilized for outreach via telephone survey for evaluation purposes).

XII. Record Retention and Grant Close Out

MAPA maintains all financial documentation and grant reports (monthly, quarterly, and annually) through digital/electronic files. Access to all documentation is protected by individual access code of staff involved in the grant award and reimbursement process. The DSS Close Out form will be completed reflecting end of grant project requirements (final reimbursement, annual report submitted) and kept with all documentation retained for the project period.

All MAPA VOCA records will be stored for seven years as required for multi-year Federal grant awards.

As MAPA VOCA programs are provided with equipment purchases and DSS has clearly identified the required time for retention of all records pertaining to the services and accounting specific to MAPA VOCA Advocate positions, the removal or deletion of documentation is not permitted; and if such removal or deletion of documentation occurs, this action will be considered a violation of the MAPA VOCA contract with the county.

XIII. MAPA VOCA Extraordinary Leave Policy (addendum)

Where a MAPA VOCA funded advocate, because of extraordinary circumstances, requires further paid leave due to the impact of State-identified crisis or emergency (e.g. COVID-19), the County may grant such further paid leave as the County decides is warranted. Extraordinary Leave will not normally be granted where other leave types are available, e.g. under the expansion of Family Medical Leave Act (FMLA) through the Families First Coronavirus Response Act (FFCRA) which

provides directives if the individual is exposed to, being treated for, or caring for a family member due to COVID-19 will receive up to 80 hours of paid leave. Any other approval for paid leave must be otherwise determined by the County.

In accordance with State of Missouri Office of Administration guidelines, MAPA VOCA funded advocates may be permitted to do the following as long as the work is consistent with the responsibilities of the Prosecuting Attorney's Office:

- Expand work hours or allow flexible schedule for completion of tasks around family care responsibilities (for care of children not in school or loss of day care).
- Work from home using laptop for documentation of outreach contact with victims for support during court restricted activities (no trials/hearings) or building closure.

XIV. MAPA VOCA Whistleblower Policy

MAPA VOCA requires directors, officers, awardees, and advocates to observe high standards of business and personal ethics in the conduct of their duties and responsibilities.

This policy covers concerns regarding unethical and illegal conduct, such as fraud, financial management, suspected violation of law, or danger to health and safety.

All individuals covered under the MAPA VOCA contract are encouraged to share questions, concerns, and complaints with their supervisor. If an employee feels uncomfortable reporting to a supervisor, they should report to the MAPA Executive Director.

The MAPA organization will strive to keep the identity of the complaining individual as confidential as possible, consistent with the need to conduct an adequate investigation.

No director, officers, awardees, and advocates who in good faith report a violation shall suffer harassment, retaliation, or adverse employment consequence.

The MAPA Executive Director is responsible for investigating and resolving all reported complaints and will report findings to the Board and County Commission.

XV. MAPA VOCA Cybersecurity Policy

MAPA VOCA participants are expected to use technology responsibly and solely for job-related activities. Employees may not use county or work-related email or other electronic mediums to send, retrieve or store any communications or other electronic media of a discriminatory or hostile nature".

All MAPA VOCA participants must use a strong, unique password for every account and utilize the approved password manager".

Sensitive information, including credit card numbers and personal addresses, must never be transferred via unencrypted email or stored on personal devices.

All remote work must occur over a secure, private network. Public Wi-Fi is prohibited unless you use the approved VPN.

If you receive a suspicious email, do not click any links or download attachments. Report it immediately to your County I.T. department or MAPA/MOPS I.T. Director and delete the email after reporting.

All inventions, intellectual property, and data developed using MAPA VOCA equipment or time are the property of MAPA VOCA.

MAPA/VOCA prohibits entering donor PII (Personally Identifiable Information) or proprietary strategic documents into free, public AI tools.

Account access for MAPA VOCA Participants, shall suspend any access by staff, volunteers, or board members immediately upon departure. Volunteer/board accounts will be reviewed and suspended after 6 months of inactivity"

XVI. Veteran-Owned Business and Labor Surplus

MAPA VOCA is committed to providing maximum practicable opportunities to small businesses, veteran-owned small businesses (VOSB), service-disabled veteran-owned small businesses (SDVOSB), and businesses in labor surplus areas (LSAs) to participate in our procurement process. We encourage the inclusion of these firms on solicitation lists and the breaking down of large procurements to facilitate their participation.

Pursuant to federal requirements, successful bidders are encouraged to take affirmative steps to utilize small businesses, minority-owned firms, women's business enterprises, and veteran-owned businesses (including SDVOSB) as subcontractors whenever possible.

In compliance with 2 CFR 200.321, MAPA VOCA shall:

- (1) Ensure small businesses, VOSBs, and LSA firms are solicited whenever they are potential sources;
- (2) Utilize the SBA Veteran Small Business Certification (VetCert) database to identify qualified veteran vendors;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by veteran and LSA firms.

A small business, as defined by the Small Business Administration (SBA), that is at least 51% owned and controlled by one or more eligible veterans, service-disabled veterans, or surviving spouses, and verified in the SBA VetCert database.

Items acquired through the Federal Surplus Property Program must be placed in use within 12 months of receipt and used for a period of 12 months thereafter. Items may not be sold, traded, or leased without prior written approval from the State Agency for Surplus Property (SASP).

XVII. Recovered Materials

MAPA VOCA is committed to environmental stewardship and waste reduction. In our operations, we prioritize the procurement of items containing the highest percentage of recovered materials (recycled content) that are technologically feasible, economically viable, and meet our performance requirements."

- **Paper Products:** "All copier paper, letterhead, and envelopes purchased will contain a minimum of 30% post-consumer fiber, adhering to EPA procurement guidelines".
- **Electronics/IT:** "When disposing of or purchasing electronics, [Nonprofit Name] will use certified refurbishes and prioritize purchasing refurbished equipment over new, provided it meets operational needs".
- **Office Supplies:** "Preference will be given to office supplies (binders, folders, signage) manufactured using recycled plastic or post-consumer materials"

Contractors working with [Nonprofit Name] are encouraged to make maximum use of products containing recovered materials that are EPA-designated items, provided such items are available at a reasonable price and meet performance standards.

We are committed to a circular economic approach by ensuring that our waste materials are diverted from landfills whenever possible, focusing on reusing and recycling materials, and reducing the use of single-use plastics in daily operations

MAPA VOCA Fiscal Procedures
MAPA VOCA Coordinating Committee approved 2019
Extraordinary Leave Amended language June 2020
Amended Match defined October 2020
Update 2025

MAPA VOCA Subrecipients are expected to have established hiring and personnel policies which include notice of openings for Victim Advocate positions which may include a Job Announcement utilizing available websites (including MAPA's site at prosecutors.mo.gov if requested by the subrecipient) and other local options, as well as interviews, background and reference checks prior to offering the position. Salary and fringe benefits for the position will be determined by the MAPA Subrecipient circuit/hosting county in the circuit and be provided to MAPA for inclusion in the VOCA budget per the submitted funding request.

1. Host counties (individual or circuit) are required to designate a Fiscal Officer who will be responsible for providing all financial documentation to support the positions and expenditures submitted for monthly reimbursement and preparation of financial information for grant Intent to Participate requests.

2. Submission of all required invoice documentation.

- **Reimbursement Procedure**

A. The MAPA VOCA Victim Advocates and Subrecipient Fiscal Officer are required to submit all grant paperwork to the MOPS VOCA Fiscal Officer via email. As of 2023, all counties are to submit requests for reimbursement to the MOPS VOCA Fiscal Officer by the 10th of each month. If extenuating circumstances exist, the Fiscal Officer may request extension of due date to the 15th of the month. *The MAPA VOCA Reimbursement form is to be submitted in the original excel format along with any scanned supporting documents and statistical reports.*

B. If a MAPA VOCA Victim Advocate fails to submit their documentation by the deadline, that will result in that specific county being unable to obtain their reimbursement until the next claim cycle.

C. Grant documentation that advocates are required to submit includes, but is not limited to: VOCA activity timesheets, mileage logs, mileage checks (if already paid by the county), pay stubs/direct deposit form, benefits verifications, and receipts for items eligible for reimbursement that complies with local procurement policies.

D. All equipment items (laptop, printer/scanner, monitors, DVD players) purchased by the subrecipient must be tagged/labeled indicating the Subrecipient County Grant Contract number and Project Year. An example of the label to be affixed should reflect:

Property of _____ County PA on _____(date)
Serial # _____
MAPA VOCA funded
Contract #MAPA_____

Property Items with a current per-unit fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the U.S. Department of Justice and/or DSS.

E. The MAPA VOCA Victim Advocate will also submit the MAPA VOCA Reimbursement Form with bottom section completed to include number of victims served and provide a breakdown of expenses attributed to Child Abuse, Sexual Assault, Domestic Violence, and Underserved victims/cases with data compiled from the Karpel Assignment Demographic and Service Statistics reports.

F. The information received from the MAPA VOCA Victim Advocates will then be compiled by the MOPS VOCA Fiscal Officer into a billing spreadsheet reflecting the categories for reimbursement.

G. The MOPS VOCA Fiscal Officer reviews all items prepared for reimbursement, verifies amounts are consistent with awarded amounts, and all supporting documents verifies benefits/travel/equipment requests, then completes the DSS VOCA Invoice form for monthly submission. This review assures that no supplanting issues occur.

H. Upon receipt of notice of deposit from DSS, the MOPS VOCA Fiscal Officer provides a copy of the MAPA VOCA Claim spreadsheet to the MOPS Fiscal Officer who then obtains authorization to prepare and mail reimbursement checks to the participating Host counties from the MAPA Deputy Director or the MAPA Executive Director. After all reimbursement checks are prepared and signed, the MOPS Fiscal Officer will mail reimbursement checks to the participating counties.

I. The MAPA VOCA Fiscal Officer prepares and emails a Payment Notice for the amount reimbursed by check from MAPA to the County/Circuit Fiscal Officer.

J. The MOPS Fiscal Officer will then invoice for the Statewide Victim Advocate Coordinator's and the VOCA Fiscal Officer's authorized time spent on the Circuit-Based Victim Advocate Project during that reimbursement cycle and any expenses incurred for the pay periods.

K. Through this project, the Statewide Victim Advocate Coordinator and the MAPA VOCA Fiscal Officer will act as the liaison and the point of contact between the MAPA VOCA Victim Advocate counties and DSS-VOCA Unit.

L. MAPA requires each county to appoint/designate a County/Circuit Fiscal Officer to serve as primary contact for financial compliance with the VOCA grant, specifically regarding all salary and fringe documentation required from the county. This may be an individual within the Prosecuting Attorney's Office, the County Treasurer or County Clerk.

   The MAPA VOCA Victim Advocates should submit all timesheets and other billed item documentation to be signed by the County/Circuit Fiscal Officer, as well as the Karpel statistical documentation to be included, with the MAPA VOCA Reimbursement form that is to be submitted by the monthly due dates. Any discrepancies or documentation concerns are reviewed with the County/Circuit Fiscal Officer for clarification or additional documentation of expenses.
   Specific responsibilities include:

   - Fiscal Officers are required due to an audit which determined we needed a third layer of checks and balances to ensure correct submission of reimbursable items.
   - Fiscal Officers should have basic knowledge about what is allowed for your specific County for reimbursement.
   - Fiscal Officers should review all documents submitted by the MAPA VOCA Advocates monthly to ensure correct reimbursement requests.

- Fiscal Officers should be the person submitting the completed documents to MAPA VOCA Fiscal Officer for reimbursement.
- Fiscal Officers will be the only people to receive monthly payment notice with a breakdown of what is being paid from the MAPA VOCA Fiscal Officer when reimbursement checks are sent to the Counties.
- Fiscal Officers should have a way of tracking submissions vs reimbursements to ensure everything is reimbursed appropriately. This is essential so that we do not have months go by before mistakes or miscalculations are discovered.
- The MAPA VOCA Fiscal Officer will only be reaching out to Fiscal Officers if there is an issue with something that is being claimed or an issue with the amounts requested. Fiscal Officers need to be aware of or at least know who to ask within the County to gather the appropriate documentation.

- **VOCA Match Requirements**

In respect to the funds attributed to Match for the program, the primary contributions come from County general revenue payments for locally funded victim advocates (both fully funded and partially funded), that includes salary and County fringe benefits. All Match advocates are required to submit the same documentation as a MAPA VOCA funded advocate.

The other sources of matching funds for the MAPA VOCA Grant includes and is documented as follows:

- The MOPS Fiscal Officer will provide documentation of the Karpel fees collected for the MAPA VOCA Advocates and the advocates funded through general revenue or other county source of income will be included as matching funds, as this database assures sound case management and statistical reporting.
- The contract County payment for Microsoft Exchange email addresses or Office 365 for MAPA VOCA Advocates is included as match with documentation provided by the MOPS Fiscal Officer.
- The Linn County satellite office expenses for their victim advocates (previously established and approved on their VOCA grant) is also included as match funding.

- **Required Reporting**

The MAPA VOCA Fiscal Officer will provide all financial documentation required by MO Department of Social Services for monitoring/site visits (in-person or desktop) which may include all documents submitted by subrecipient counties.

MAPA will complete an annual financial audit of the organization's accounting and checking account.

VOCA Fiscal Officer Monthly Reimbursement Claim Invoice/Disbursement Process – 2025

All host counties must have current/signed MAPA VOCA Contract for identified grant period in place prior to submission of any claim for reimbursement. Advocates will be reimbursed for monthly/bi-monthly/bi-weekly pay periods as well as accrued leave time as approved by DSS. County financial documentation must be included with all requests for reimbursement.

1. Monthly claims received from host counties by due date or extended per pay date.
2. Set up Monthly Excel Claim forms by region (for any changes in personnel).
3. MAPA VOCA Reimbursement form - page 1 printed for each county to use as worksheet, and folders created for all advocate documentation to be saved for claim review and audit.
4. Review of all claim amounts requested by the county (host) and documents included to cover request: payroll and fringe documents, timesheets, receipts for supplies, mileage log for travel and payment to advocate, and two required Karpel reports (Assignment Demographics and Service Statistics). Email reminders are to be sent for any missing documentation. Any office equipment requests must be pre-approved and will only be covered if funds are available.
5. Timesheets/MAPA VOCA Time Tracking must be consistent with Karpel Service Statistics, and contact may be made with MAPA VOCA advocates to assure compliance with selection/reporting of service codes to reflect hours included on this form. (Additional Karpel training with advocates may be necessary.)
6. *Identify any changes in amounts based upon budget and ITP/continuing award amounts; determine appropriate percentage change based on actual expense obtained from payroll and fringe supporting documents. Award amounts do not change and percentages will need to be adjusted if advocates are hourly-rate or have received an increase in salary/FICA. Annual changes to medical contribution by the county may occur throughout the calendar/grant year, and the percentage will require adjustment when this occurs.*
7. Follow up phone calls or emails with advocates and fiscal officers to review or obtain necessary information.
8. Claim calculations for all pay periods submitted are verified through supporting documents, and Statistical data entered on worksheet. Any training attended by advocates as documented on timesheet is noted on worksheet.
9. Data entry of all financial expenses and statistical information onto Excel Master sheet.
10. Using the MAPA VOCA Claim Excel Master Sheet with total expense breakdown by Victim Category identified on the Stats sheet, prepare DSS Invoice, Data Form, and Expenditure Report. Any Budget Adjustments identified as needed to assure line item amounts are sufficient to cover expenses must be submitted prior to completing the DSS Expenditure Report. All DSS documents are then submitted to FSD Invoice Unit and VOCA Unit for review and approval.
11. Prepare payment notices.

12. Submit MAPA VOCA Claim Master Sheet to MOPS Fiscal Officer when deposit is received so that county checks will be prepared and mailed.
13. Send out payment notices to each county prosecuting attorney who will then provide check received to their respective County Clerk/Treasurer for deposit.

Close Out claims connected to fiscal year requirements or grant period completion, e.g. Extension Grant periods, advocates/fiscal officers are provided with additional instructions for split pay periods and assistance with creating daily rate of pay. All mileage must be submitted for the close out month even if reimbursement has not yet been completed or the county will not be reimbursed.

DSS VOCA Budget adjustments must be approved in advance of invoice preparation. Budget adjustments are required to move funds from one line item to another to cover needed funds and must be based on available funds.

Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Senior Citizen Service Fund Board Appointment

Bill Anchor, President of the Senior Citizen Service Fund Board

Margaret Ensminger has retired from the Senior Citizen Service Fund Board and a new appointment will be made. Bill also wishes to honor Margaret at this meeting for all her years of service to the Board.

Requested by: bporterfield@christiancountymo.gov 2026-10-15 14:12

Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Library Board Appointment

Brenda Porterfield

Commission will vote on a replacement to the open vacancy for the Library Board in Ozark.

Kristen Roussell has resigned and the following are candidates for consideration:

Ashley Jensen

Steven Spencer

Dr. Steven Daugherty

Angela Romine

Requested by: bporterfield@christiancountymo.gov 2026-10-20 11:37

Library Board - Ozark

Please vote for one:

- ( ) Steven Spencer
- (X) Steven Daugherty
- ( ) Ashley Jensen.
- ( ) Angela Romine
- ( )
- ( )

Library Board - Ozark

Please vote for one:

- ◯ Steven Spencer
- ● Steven Daugherty
- ◯ Ashley Jensen
- ◯ Angela Romine
- ◯
- ◯

Library Board - Ozark

Please vote for one:

- [x] Steven Spencer
- [ ] Steven Daugherty
- [ ] Ashley Jensen
- [ ] Angela Romine
- [ ]
- [ ]

Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Update on the MOSWIN 911 Communication System

David Driskell

Interim 911 Director, David Driskell will be giving an update on the MOSWIN 911 Communication System and will be requesting that the Commission approves to allow for some additional Exterior Work on the Circuit Court Building to complete further work on this project.

Requested by: bporterfield@christiancountymo.gov 2026-10-15 14:07

October 22, 2026

Christian County Commission
100 West Church Street
Room 100
Ozark, MO 65721

Re: MOSWIN Update & Request for Approval of Circuit Court Building Exterior Work

Commission,

We are pleased to report that the initial implementation phase of the MOSWIN radio system is now complete. All law enforcement agencies within Christian County have been operating on the system for more than one year, and no substantial modifications to the system configuration have been required. Throughout this period, the system has demonstrated exceptional reliability and performance, successfully supporting public safety operations during multiple severe weather events and significant priority incidents.

This project was made possible through the collaboration of local, state, and federal partners, including a federal appropriation of $8.54 million secured through former Congressman Billy Long. In addition, the county, participating cities, and our organization collectively invested approximately $1.8 million in supporting civil infrastructure improvements necessary for system deployment. As a result, Christian County now benefits from a truly state-of-the-art public safety radio system that has repeatedly demonstrated its value, particularly during incidents requiring interoperable communications capabilities that were not available under the previous system.

To further enhance public safety communications, Christian County 911 has invested additional funds to improve portable radio coverage within the Judicial and Circuit Court facilities through the installation of a bi-directional amplifier (BDA) system. This investment will ensure reliable portable radio communications throughout these facilities.

To complete the project, we respectfully request the Commission's approval to install an exterior conduit along the southwest corner of the Circuit Court Building and an antenna on the roof. Due to the significant costs associated with interior coring, drywall repair, texturing, painting, and roof penetration, our vendor has determined that the proposed exterior installation represents the most cost-effective and operationally efficient solution.

(Southwest corner of Circuit Court Building. View from S 2nd St and W Oak St)

Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Purchase of PavMaster 414 from City of Branson

Miranda Beadles

Christian County would like to purchase a 2022 Gilcrest PavMaster 414 from the City of Branson. They purchased the product new from vendor and have only recorded 12 hours on the equipment. It has a 25 hp engine, 3-ton capacity hopper and the ability to pave 8-14 ft wide and process a 3 in. crown. It's a tow behind paver and would free up a motorgrader from blade patching so that they can continue to focus on our base rock roadways.

ATTACHMENTS:

City of Branson Contract

Requested by: mbeadles@christiancountymo.gov 2026-10-16 12:30

Office Use Only
MASTER CONTRACT NUMBER:

EQUIPMENT PURCHASE AND SALE AGREEMENT

This Equipment Purchase and Sale Agreement ("Agreement") is made and entered by and between the City of Branson, Missouri, a fourth-class city and political subdivision of the State of Missouri ("City"), and Christian County, Missouri, a political subdivision of the State of Missouri ("County"). The City and County may individually be referring to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City is the owner of certain equipment described herein and has determined that such equipment is no longer necessary for the City's purposes;

WHEREAS, the City is authorized to dispose of such property;

WHEREAS, the County desires to purchase the equipment from the City;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement as if fully set forth herein and shall be binding upon the Parties.

2. Equipment. The City agrees to sell and the County agrees to purchase the 2022 PavMaster 414 Pull-Paver, Serial/VIN Number 3-0034 ("Equipment"). Any additional equipment, attachments, accessories, or components included in the sale shall be identified in "**Exhibit A,**" attached hereto and incorporated herein by reference.

3. Purchase Price. The total purchase price for the Equipment is Thirty-Five Thousand and 00/100 Dollars ($35,000.00). The County shall pay the Purchase Price to the City on or before November 13, 2026.

Unless otherwise agreed in writing, the City shall have no obligation to transfer possession or title to the Equipment until the Purchase Price has been received in full.

4. Transfer of Title and Possession. Upon the City's receipt of the Purchase Price, the City shall transfer to the County all of the City's right, title, and interest in and to the Equipment.

If a certificate of title or other ownership document exists for the Equipment, the City shall execute and deliver the document(s) reasonably necessary to transfer ownership of the Equipment to the County. The City shall also provide to the County, to the extent available and in the City's possession or control, any documents or records related to the Equipment, including

documentation associated with the original bid and purchase, this Agreement, any available warranty information, equipment manuals, and any documented maintenance or service history. The City makes no representation or warranty that any such additional documents or records exist or are available.

Possession of the Equipment shall be transferred to the County at City of Branson Service Center, on or before November 13, 2026, unless otherwise agreed by the Parties.

5. Condition of Equipment; Inspection. The County acknowledges that it has been provided an opportunity to inspect the Equipment and to determine its condition and suitability for the County's intended use.

The County accepts the equipment in its existing condition, AS IS, WHERE IS, WITH ALL FAULTS, whether known or unknown. Except as expressly stated in this Agreement, the City makes no representation or warranty regarding the Equipment, including, without limitation, any representation or warranty regarding its condition, merchantability, fitness for a particular purpose, design, operation, maintenance history, remaining useful life, or compliance with any particular standard or requirement.

The County acknowledges that it is relying upon its own inspection and evaluation of the Equipment and not upon any representation or warranty of the City or any City officer, employee, or agent.

6. Disclaimer of Warranties. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES RELATING TO THE EQUIPMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Nothing in this Section shall be construed to disclaim the City's representation that it has authority to convey its ownership interest in the Equipment.

7. Removal and Transportation. Unless otherwise agreed in writing, the County shall be solely responsible for all costs and arrangements associated with removing, transporting, registering, licensing, and placing the Equipment into service. At the time of pickup, the City Service Center will provide reasonable assistance to the County with loading the Equipment onto the County's transportation vehicle. The County shall remain responsible for all transportation arrangements and for ensuring the Equipment is properly secured for transport.

Risk of loss or damage to the Equipment shall pass to the County upon the earlier of: (a) delivery of possession of the Equipment to the County; or (b) commencement of loading or removal of the Equipment by or on behalf of the County.

8. Taxes, Fees, and Costs. The County shall be responsible for any title fees, registration fees, transportation expenses, or other costs associated with the transfer, transportation, registration, or use of the Equipment, except to the extent otherwise required by applicable law.

Each Party shall be responsible for its own expenses incurred in connection with this Agreement.

9. Authority. Each Party represents that it possesses the requisite legal authority to enter into this Agreement and that the person executing this Agreement on its behalf has been duly authorized to do so.

10. No Continuing Obligation. Following transfer of possession and title to the Equipment, the City shall have no responsibility for the operation, maintenance, repair, storage, transportation, insurance, registration, licensing, or use of the Equipment. The County shall be solely responsible for the Equipment following transfer.

11. Immunity. Nothing contained in this Agreement shall be construed as a waiver by either Party of any sovereign, governmental, official, or other immunity available to it or its elected officials, officers, employees, representatives, or agents under Missouri law.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the sale and purchase of the Equipment and supersedes all prior or contemporaneous discussions, negotiations, representations, or agreements concerning the Equipment. No amendment or modification of this Agreement shall be effective unless it is in writing and executed by duly authorized representatives of both Parties.

13. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

15. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

16. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one agreement. Signatures transmitted electronically may be treated as original signatures to the extent permitted by law.

17. Effective Date. This Agreement is made and entered into upon completion of the last signature.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF BRANSON, MISSOURI

Name:_____

Title: City Administrator_____

Date: _____

CHRISTIAN COUNTY, MISSOURI

Name: _____

Title: _____

Date:_____

APPROVED AS TO FORM:

_____ 10/15/26

Assistant City Attorney Date

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this ___day of_____, 2026 at Christian County, Missouri.

DATED: _____

_____

Lynn Morris, Presiding Commissioner

DATED: _____

_____

Johnny Williams, Western Commissioner

DATED: _____

_____

Bradley A. Jackson, Eastern Commissioner

Attested By:

_____

Paula Brumfield, Christian County Clerk

APPROVED AS TO FORM:

_____

N. Austin Fax, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

_____

Amy Dent, Christian County Auditor

EXHIBIT A

Description of Equipment

Make:	**Gilcrest**
Model:	**PavMaster 414**
Serial/VIN Number:	**3-0034**
Hours:	**12**
Current location:	**FM Service Center**
Detailed Description:	**2022 Gilcrest PavMaster 414 Pull Paver**
Condition:	**Like new condition**

Included Attachments/Accessories:

Other identifying information:

Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Bid Award: County-Wide Tree Removal & Trimming Projects

Miranda Beadles

The Highway Department released an Invitation to Bid (ITB) on 9/14/2026 for County-Wide Tree Removal and Trimming Projects. We received four bids and the lowest and best bid was TruFast Tree Service for all projects. The bid was confirmed on 10/8/2026. We would like to recommend award to TruFast Tree Service.

Project Locations: C1 Sandstone Rd, Laurel Rd, Mueler Rd. C2 Emerald Hills Dr.

ATTACHMENTS:

Bid Tab

Draft Contract

Project Location Exhibits

Requested by: mbeadles@christiancountymo.gov 2026-10-08 11:23

BID TAB COUNTY-WIDE TREE REMOVAL AND TRIMMING PROJECTS

BID OPENING: SEPTEMBER 29, 2026 @ 10:00 AM

VENDOR	SITE #1 SANDSTONE RD COMMON 1	SITE #2 LAUREL RD & MUELER RD COMMON 1	SITE #3 EMERALD HILLS DR COMMON 2	TOTAL
SOUTHERN CONSTRUCTION	$130,000.00	$90,000.00	$105,000.00	**$325,000.00**
HODGES TREE TRIMMING	$54,240.00	$44,512.00	$28,248.00	**$127,000.00**
TRUFAST TREE SERVICE	$30,050.00	$6,600.00	$7,100.00	**$43,750.00**
MONSTER TREE SERVICE	$36,380.00	$12,400.00	$17,570.00	**$66,350.00**
			LOW BID	**$43,750.00**

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between the Christian County Commission (hereinafter referred to as the Owner) and _____ , (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 its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

County-Wide Tree Removal & Trimming Projects

and agrees to perform all the work required by the contract as shown in the scope ow work. All parts of the Invitation to Bid, Addenda (as needed), and all change orders are made a part hereof as fully as if set out herein.

It is understood and agreed that the work shall be done in accordance with the most current version "Missouri Standard Specifications for Highway Construction" and “Missouri Standard Plans for Highway Construction”, and all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as set forth in detail herein.

The Contractor further agrees that it is 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 its information was secured by personal investigation and research and not from any estimates of the Owner; and that it 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 authorization date in the Notice to Proceed, and to complete the work within the time specified in the proposal or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to the complete satisfaction of the Owner and, in 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 agents 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.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground 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 this contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its 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 it has 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 it hereunder; and that it has not, in estimating the contract price demanded by it included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to it hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the agreed upon contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this ___day of_____, 2026 at Christian County, Missouri.

DATED: _____ _____
Lynn Morris, Presiding Commissioner

DATED: _____ _____
Johnny Williams, Western Commissioner

DATED: _____ _____
Bradley A. Jackson, Eastern Commissioner

Attested By:

_____
Paula Brumfield, Christian County Clerk

Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

_____
Amy Dent, Christian County Auditor

_____
Name of Vendor

_____
Signature of Authorized Representative

_____
Printed Name of Authorized Representative

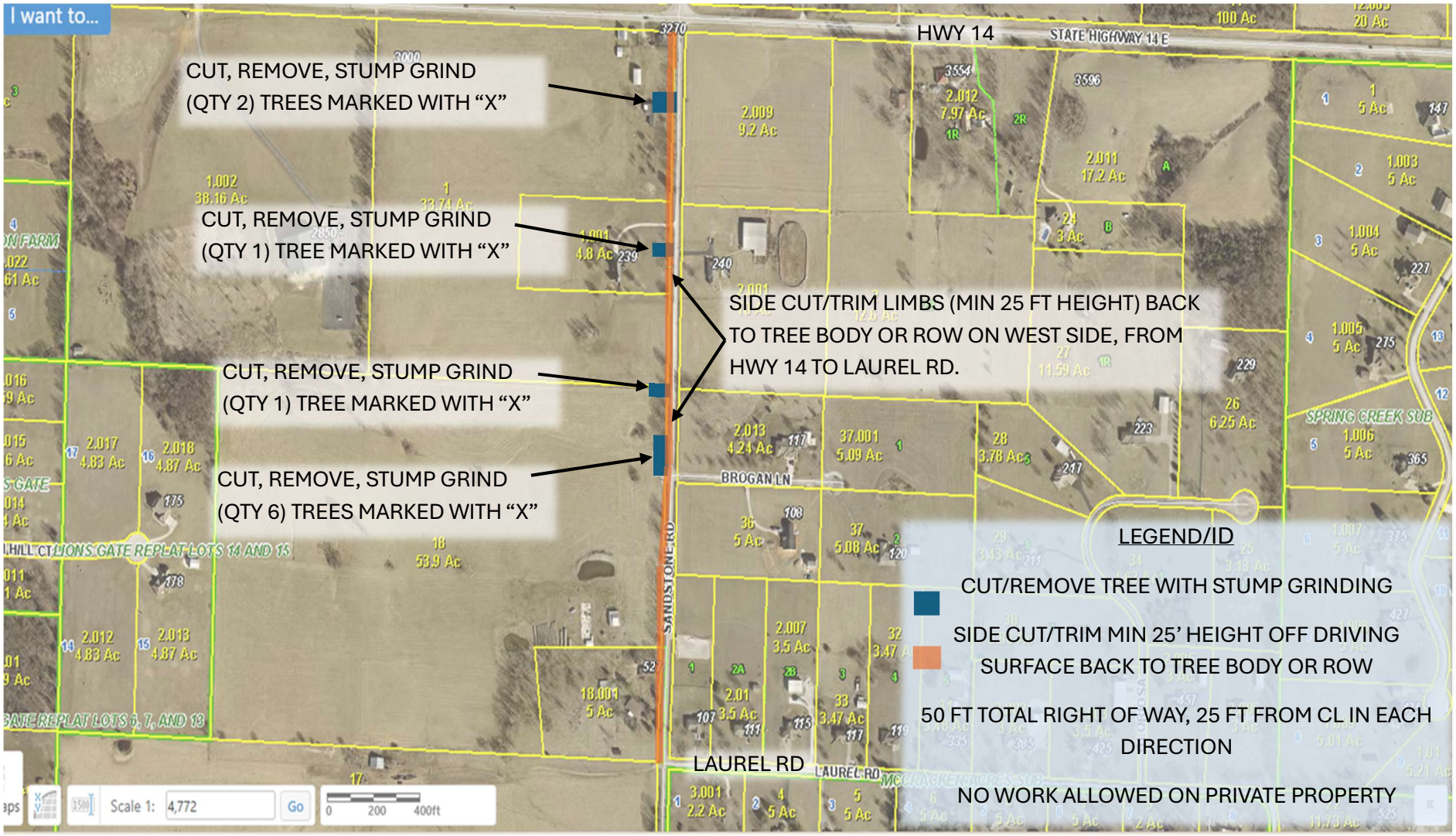
_____
Date

APPROVED AS TO FORM:

_____
N. Austin Fax, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

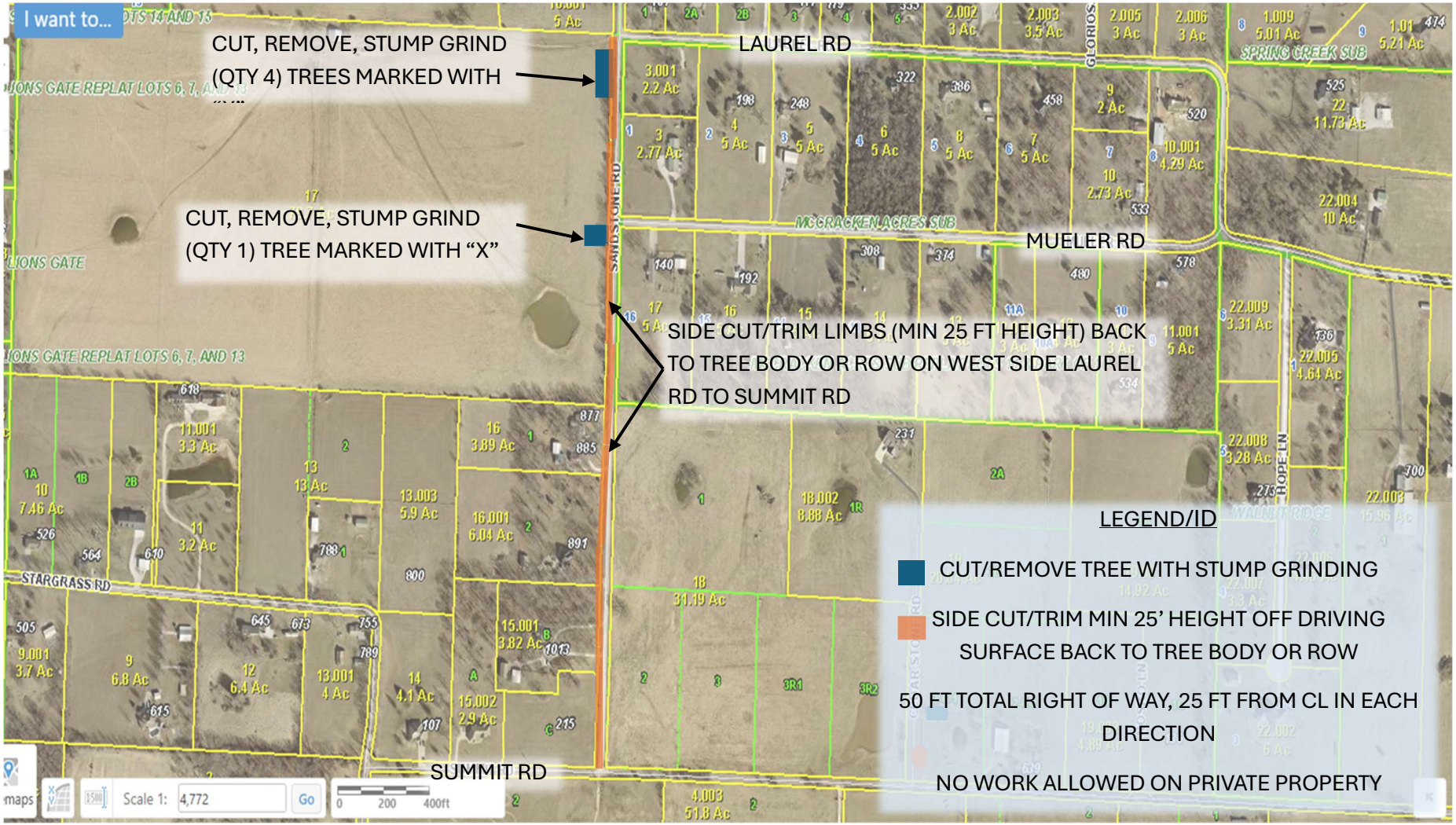
SANDSTONE RD VEGETATION MAINTENANCE SITE #1

EXHIBIT A-1



SANDSTONE RD VEGETATION MAINTENANCE SITE #1

EXHIBIT A-2

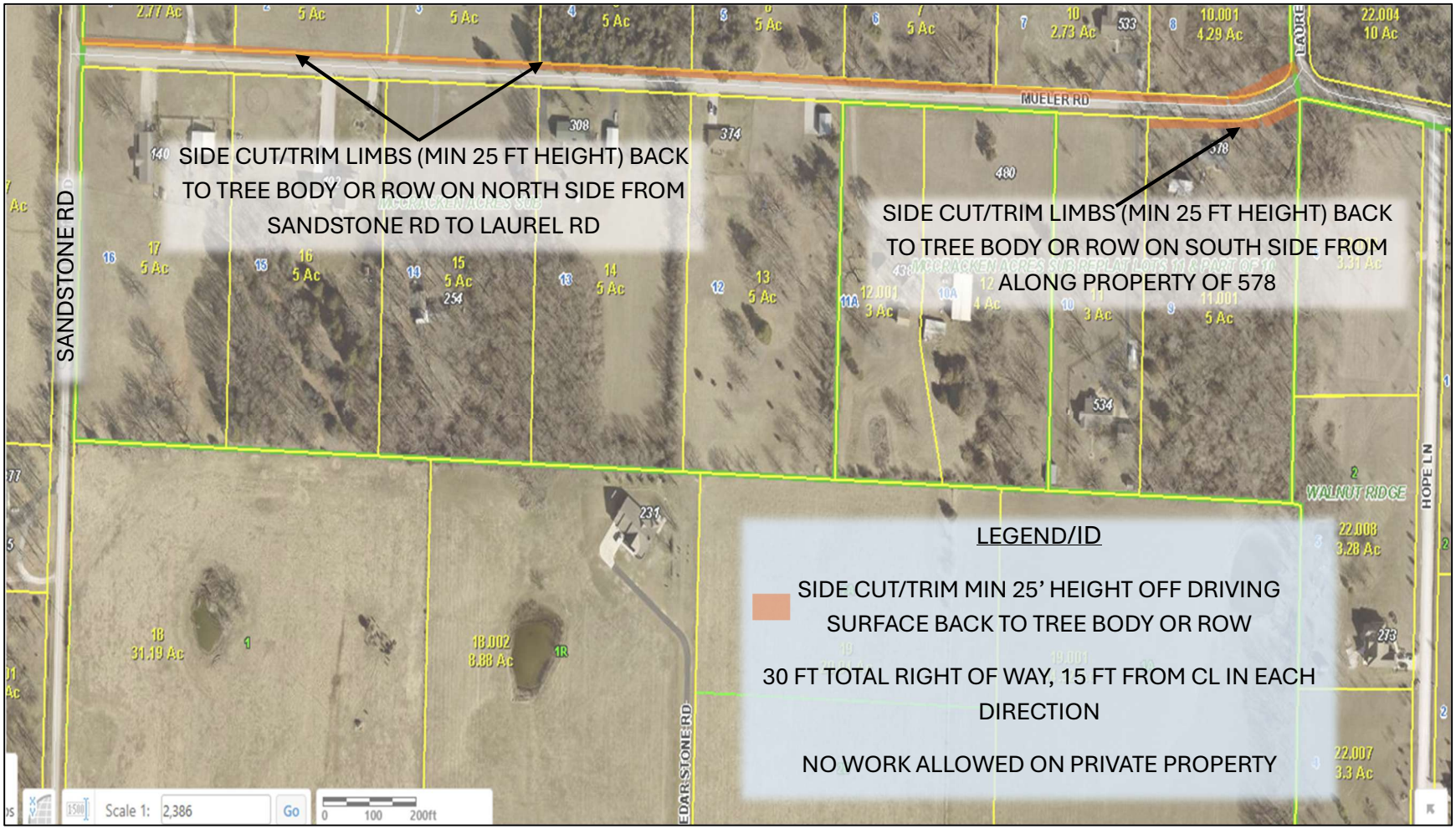


LAUREL RD VEGETATION MAINTENANCE SITE #2

EXHIBIT B-1

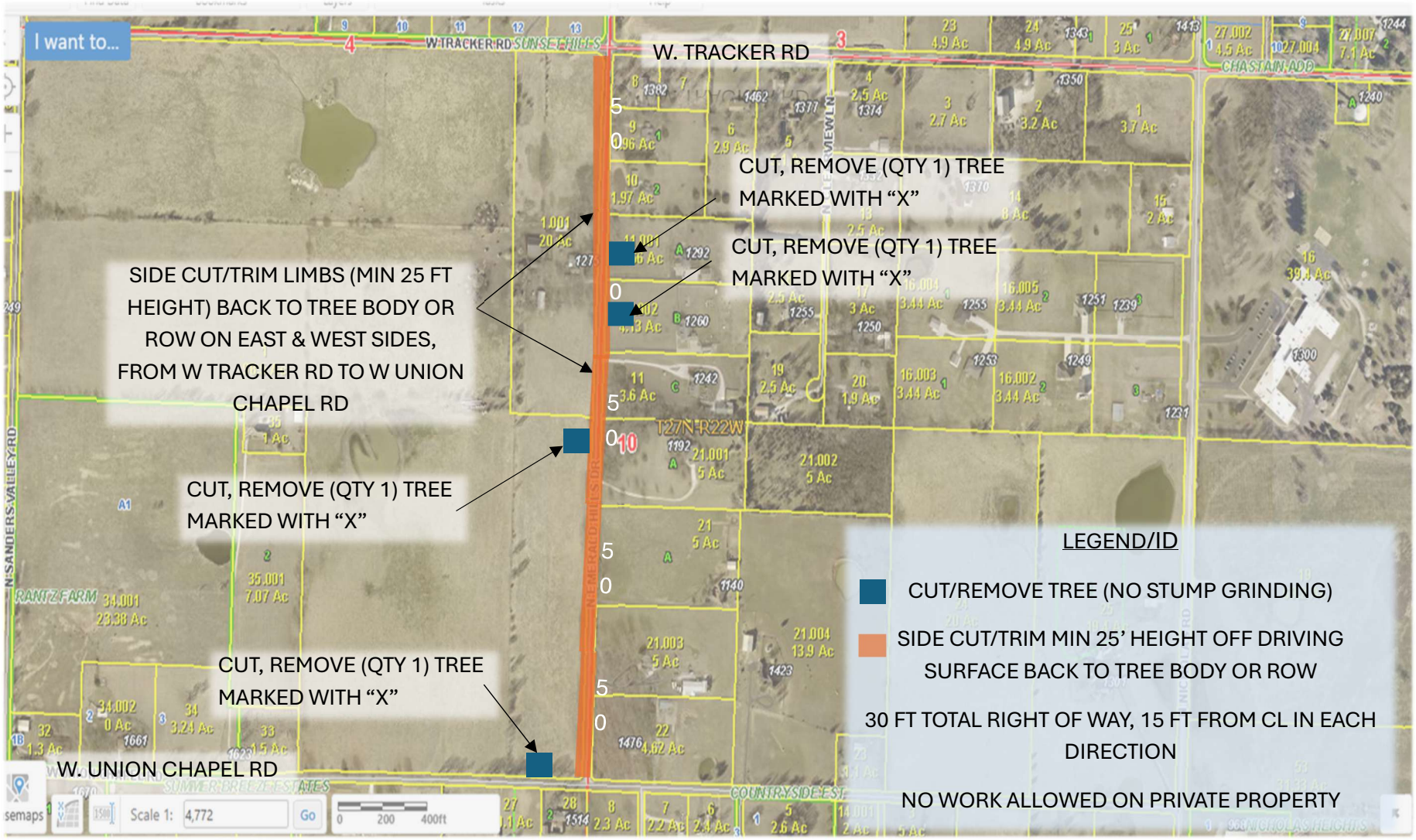
MUELER RD VEGETATION MAINTENANCE SITE #2

EXHIBIT B-2



EMERALD HILLS DR VEGETATION MAINTENANCE SITE #3

EXHIBIT C



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Contract Renewal - RFP #2023-7 Elevator Preventative Maintenance and Repair

Kim Hopkins-Will Richard Teague

This contract renewal is for elevator preventive maintenance and repair for the Historic Courthouse, Justice Center, and Circuit Court Buildings.

This is the third contract renewal (year 4).

Cost: Kone has requested a 3.5% increase, which is within their original bid agreement.

Annual Cost: $25,130.63

We recommend renewing the contract with Kone for RFP #2023-7 for an additional year.

ATTACHMENTS:

Original Contract Agreement

Award Letter

Requested by: purchasing@christiancountymo.gov 2026-10-16 16:12

2023-007 Addendum 1

KONE Inc.

Supplier Response

Event Information

Number: 2023-007 Addendum 1
Title: ELEVATOR PREVENTATIVE MAINTENANCE AND REPAIR
Type: Request for Proposal
Issue Date: 10/4/2023
Deadline: 10/25/2023 10:00 AM (CT)
Notes:

ADDENDUM ONE:

A **mandatory** preproposal conference was held on October 10, 2023 at 9:00 a.m. Those in attendance are as follows: Jeannie Reeves, MEI; Joe VanZant, Kone; Zach Owen, Kone; Dustin French, TKE; Richard Teague, Christian County Maintenance; Kim Hopkins-Will and Ellen Neville-Verdugo, Christian County Purchasing. Only these three vendors can participate in this proposal process.

The online proposal was viewed and discussed. Afterwards a site visit was conducted by Richard Teague for all three buildings.

ADD TO YOUR PROPOSAL:

Please add the following to your proposal:

1. **Response time**: As discussed in the preproposal conference, response time can be critical for a number of reasons. Please provide your response time in hour increments: **THIS HAS BEEN ADDED TO THE ATTRIBUTES TAB #7 AND #8 .**

1. Normal response time:
2. Critical response time (i.e. someone is stuck in an elevator)

The County expects 24/7 service if there is an emergency.

2. **References** you have worked with in the past **three years** with a similar scope/size project. Provide the **three** references:

- Company name/contact name/address/phone/email **THIS HAS BEEN ADDED TO THE ATTRIBUTES TAB #9, #10 AND #11.**

EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, negotiations, and a Best and Final offer (BAF)) may be held only with selected firms from those firms who meet Christian County's requirements and fall within the competitive ranges as determined by Christian County. Christian County reserves the right to award a contract to a firm solely on the basis of this initial proposal submitted and without any further interview, discussions and negotiation.
Each Proposers must comply with the requirements contained in the RFP.
Christian County will evaluate each proposal to determine which is the lowest and best (i.e., Best Value).
If Christian County determines that a proposal has failed to meet an acceptable level on any factor listed in this RFP, the County may reject that proposal.

EVALUATION CRITERIA

In evaluating the proposals, Christian County will use the following evaluation factors to determine the lowest and best proposal. Deviation from the requirements will be evaluated, but may, in the discretion of the Purchasing Agent, result in rejection of a proposal.

70% Total Cost
30% Adherence to RFP requirements, including but not limited to, Firm Qualifications, Declaration Page, Exceptions to our T&C'S and references.

Note: A poor/negative reference may result in disqualification. Bidders should consider these factors when preparing their proposals and should provide a specific response to each of the evaluation factors.

Based on the evaluation process described, the Evaluation Committee comprised of Christian County employees, will review the proposals.

NOTE: Declaration Page must be signed, dated with the appropriate information requested and **Uploaded in the RESPONSE ATTACHMENT tab.** Failure to do so will result in rejection of your bid.

END OF ADDENDUM ONE

****
****

Christian County invites qualified vendors to submit responses in accordance with the requirements stated herein for Elevator Preventative Maintenance and Repair for all onsite elevators.

Questions should be submitted online through the Christian County Electronic Bidding portal by **10:00 am on October 18, 2023**.

Christian County requires online bid submittals as it helps to expedite the bidding process and to alleviate errors.
No faxed or emailed submittals will be accepted.

A pre-proposal conference will be held at:
9:00 a.m. (CST) on Thursday, October 12, 2023.
Christian County Employee Services
Purchasing Department
202 W. Elm Street
Ozark, Missouri 65721

Elevator Business hours will be from 7:00 a.m. - 4:00 p.m.

A site tour of each proposed building will be made available after the pre-proposal conference. Vendors are required to attend the pre-proposal conference, and there will be a site visit immediately following. This site visit will familiarize prospective bidders with the building and all the environmental conditions that may affect the work involved.

SCOPE OF WORK

There are three elevator locations under this contract. Below are the locations, addresses, quantities of elevators per location and chair list if applicable:

Historic Courthouse: 110 W. Church Street, Ozark, MO - Quantity of 1

Justice Center Building - 110 W. Elm Street, Ozark, MO - Quantity of 3 - (Chair - Quantity of 1)

Circuit Court Building-102 W. Walnut Street, Ozark, MO - Quantity of 3 - (Chair - Quantity of 1)

Please provide annual pricing for each elevator under the Line items tab.
If you offer quarterly pricing, please ensure that is included in your attached agreement.

Note: Because Christian County has Courtrooms, it may be necessary to work around when court is in session. 7:00 a.m. works better because court is typically in session at 8:30 a.m.

We anticipate this agreement to be on a regularly scheduled basis. The service visits will be performed during normal business working days and hours.

We anticipate the following services to include, but not limited to:

- Examining the elevators equipment for optimum operation.
    - This is to include lubrication and adjustment will cover the following component's:
        - Control and landing positioning systems.
        - Signal fixtures.
        - Machines, drives, motors, governors, sheaves, and wire ropes.
        - Power units, pumps, valves, and jacks.
        - Car and hoistway door operating devices and door protection equipment.
        - Loadweighers, car frames and platforms, and counterweights
        - Safety mechanisms
    - Lubricate equipment for smooth and efficient performance
    - Adjust elevator parts and components to maximize performance and safe operation.

We anticipate the awarded vendor to provide full coverage parts repair and/or replacement for all components worn due to normal wear.

Note: Due to the sensitive nature of this procurement. All employees of the awarded vendor that will come onsite **must** pass a background check conducted by the county. An insurance certificate must also be

required before the awarded vendor begins work.

YOU MUST REGISTER AS A SUPPLIER IN ORDER TO SUBMIT YOUR PROPOSAL!

This is a nonexclusive award.

See attached State of Missouri Insurance Requirements (due upon award)
See attached E-Verify Affidavit/MOU Requirements (for contracts over $5,000) due upon award

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is in Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kim Hopkins-Will, Purchasing Agent
Address: Purchasing Department
Employee Services
202 West Elm Street
Ozark, MO 65721
Phone: (417) 582-4309
Email: purchasing@christiancountymo.gov

KONE Inc. Information

Address: One KONE Court
Moline, IL 61265
Phone: (417) 862-1174

By submitting your response, you certify that you are authorized to represent and bind your company.

Joe VanZant
Signature

joe.vanzant@kone.com
Email

Submitted at 10/25/2023 08:52:11 AM (CT)

Requested Attachments

FIRM QUALIFICATIONS

KONE Firm Qualifications 2023.pdf

Upload your firm qualifications letter here, on company letterhead, containing the specified elements outlined in Attribute #6

DECLARATION PAGE MUST BE UPLOADED HERE

Declaration Page signed.pdf

If you do not upload the signed declaration page your bid will be rejected as nonresponsive.

SERVICE AGREEMENT

Christian County Maintenance Proposal 102523.pdf

Please attach your Service Agreement. It should be detailed as to the who/what/when/where/how for the following: Inspections per year. Preventative maintenance and what that consists of. When there is a repair, not covered under the maintenance, what will that entail.

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

No response

E-Verify Affidavit and MOU is not required until an award is made.

INSURANCE ACORD FORM

No response

This is not required until after an award is made.

Bid Attributes

1	**Christian County Bidder Requirements Terms and Conditions** Please download and thoroughly review the Christian County Bidder Requirements Terms and Conditions and acknowledge your acceptance below. I have read and accept.
2	**Christian County Bidder Requirements Terms and Conditions Exceptions** If responder indicated, above, there are exceptions to the Christian County Bidder Requirements Terms and Conditions, please provide details below. If no exceptions, please enter N/A. N/A
3	**No Deviations or Exceptions** I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications. Yes

4 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County will consider any deviations or exceptions in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, please enter N/A (Not Applicable).

N/A

5 Communications Statement

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing Office during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

6 Firm Qualifications

Bidder to provide complete details as to how their firm is qualified to perform the work identified within this RFP. Details should include, but not necessarily be limited to:
• Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this this RFP.
• Provide the project manager name, contact information and provide a copy of his resume.
• Details, experience and/or resumes for employees that will work on this contract (include training programs, certifications, etc. as applicable to this RFP.
• Provide any certifications you may have for the industry standards.
• General company information (years in business, name changes, etc.)
• Information on applicable prior projects completed for Christian County Commission.
• Equipment and material storage requirements.
• Provide timeline for completion of project(s).
• Provide a detailed transition plan, if applicable.

Responder will attach a document, on vendor's letter, via the Response Attachment tab, specifying the details noted above.

☑ I have read, understand and accept.

7 RESPONSE TIME - NORMAL

Response time: As discussed in the preproposal conference, response time can be for a number of reasons. Please provide your response time in hour increments:

- Normal response time:

Regular Time Service Requests Response Time: 2 hours Overtime Service Requests Response Time: 4 hours

8	**RESPONSE TIME - CRITICAL** **Response time**: As discussed in the preproposal conference, response time can be critical for a number of reasons. Please provide your response time in hour increments: • Critical response time (i.e. someone is stuck in an elevator) The County expects 24/7 service if there is an emergency. Regular Time Entrapments/Emergency Response Time: .75 hour (45 mins) Overtime Entrapments/Emergency Response Time: 1 hour
9	**REFERENCE #1** **References 1** Please provide three references of companies you have done business with in the past five years with a similar scope and size project. Name of Company: Representative Name Representative Email Representative Phone Greene County, Missouri - Providing elevator maintenance and repair services for over 15 years Franz Williams - Director of Building Operations fwilliams@greenecountymo.gov 417-868-4033
10	**REFERENCE #2** **References 2** Please provide three references of companies you have done business with in the past five years with a similar scope and size project. Name of Company: Representative Name Representative Email Representative Phone Missouri State University - Providing elevator maintenance and repair services for over 20 years Mike Polm - Facilities Manager MPolm@MissouriState.edu 417-836-8767

11

REFERENCE #3

References 3
Please provide three references of companies you have done business with in the past five years with a similar scope and size project.

Name of Company:
Representative Name
Representative Email
Representative Phone

Webster County, Missouri - Providing elevator maintenance and repair services for 7 years Stan Whitehurst - County Clerk clerk@webstercountymo.gov 417-859-8683

12

SERVICE CENTER LOCATIONS

PROVIDE THE ADDRESS OF YOUR SERVICE CENTER LOCATIONS CLOSEST TO OZARK, MISSOURI, 65721.

KONE Springfield 211 S. Union Ave., Suite D Springfield, MO 65802

13

Attachments Required

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event.

14

Anti-Collusion Statement

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

☑ Yes

15

RENEWALS:

This contract shall be valid for a period of one (1) year beginning January 1, 2024 through December 31, 2024.. Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of four (4) additional years. If exercised, the option shall be executed at the same prices as quoted herein subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.

16

Renewal #1 (Year 2)

January 1, 2025 – December 31, 2025 Max Increase Not to Exceed: _____%.

3.5%

17

2nd Renewal (Year 3)

January 1, 2026 – December 31, 2026 Max Increase Not to Exceed:_____%.

3.5%

18	**Renewal #3 (Year 4)** **January 1, 2027 – December 31, 2027 Max Increase Not to Exceed: _____%.** 3.5%
19	**Renewal #4 (Year 5)** **January 1, 2028 – December 31, 2028 Max Increase Not to Exceed: _____%.** 3.5%
20	**Cooperative Procurement:** The vendor should indicate by checking "yes" or "No" in the indicated space below if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri. Note: Indicating no will not affect the evaluation of your bid. Yes_____ No_____ No

Bid Lines

1	Historic Courthouse: 110 W. Church Street, Ozark, MO Please provide the annual price for the service. Note: Please note in your Service Agreement if there are options to pay quarterly.				
	Quantity: 1	UOM: EA	Price:	$2,220.00	Total: $2,220.00
2	Justice Center Building - 110 W. Elm Street, Ozark, MO - Quantity of 3 - (Chair - Quantity of 1) Please provide the annual price for the service. Note: Please note in your Service Agreement if there are options to pay quarterly.				
	Quantity: 1	UOM: EA	Price:	$7,800.00	Total: $7,800.00
3	Circuit Court Building-102 W. Walnut Street, Ozark, MO - Quantity of 3 - (Chair - Quantity of 1) Please provide the annual price for the service. Note: Please note in your Service Agreement if there are options to pay quarterly.				
	Quantity: 1	UOM: EA	Price:	$7,800.00	Total: $7,800.00

4	Normal business hours to be 7:00 a.m. - 4:00 p.m. * Hourly Service Rate (business hours) (Include in your hourly rate the service call time and travel to site) Note: Because Christian County has Courtrooms, it may be necessary to work around when court is in session. 7:00 a.m. works better because court is typically in session at 8:30 a.m. *This pricing is out of the ordinary and not included in normal service agreement. The awarded bidder and the Maintenance Supervisor will agree on a mutually acceptable time for projects to benefit both the county and the vendor. Quantity: 1 UOM: EA Hourly Rate: $210.00 Total: $210.00
5	* Hourly Service Rate (after business hours) (Include service call time and travel to site) *This pricing is out of the ordinary and not included in normal service agreement. The awarded bidder and the Maintenance Supervisor will agree on a mutually acceptable time for projects to benefit both the county and the vendor. Quantity: 1 UOM: EA Hourly Rate: $340.00 Total: $340.00
6	Hourly Service rate (emergencies) Include service call time and travel to site. *This pricing is out of the ordinary and not included in normal service agreement.t The awarded bidder and the Maintenance Supervisor will agree on a mutually acceptable time for projects to benefit both the county and the vendor. Quantity: 1 UOM: EA Hourly Rate: $340.00 Total: $340.00 Supplier Notes: Emergencies during normal business hours: $210/ hour. Emergencies during after business hours: $340/ hour.

Response Total: $18,710.00

Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

October 22, 2026

Kone Incorporated
211 S. Union Ave., Ste. D
Springfield, Missouri 65802
Attn: Brian Powers
brian.powers@kone.com
417-408-1013

Re: Contract Renewal RFP #2023-7 Elevator Preventative Maintenance and Repair

The Christian County Commission voted in session today to renew the contract for Elevator Preventative Maintenance and Repair with Kone Incorporated.

This is the third contract renewal (year four), and is effective beginning December 9, 2026, through December 8, 2027.

Your point of contact will be Maintenance Supervisor Richard Teague. Mr. Teague can be reached by email at maintenance@christiancountymo.gov or by phone at 417-839-3186.

_____	_____	_____
Johnny Williams Western Commissioner	Lynn Morris Presiding Commissioner	Bradley A. Jackson Eastern Commissioner
Date: _____	Date: _____	Date: _____

Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Contract Renewal - RFP #2025-12 Managed Services Provider for Huntress

Kim Hopkins-Will Bill Rawlings

Contract Renewal for RFP #2025-12 - Managed Services Provider for Huntress

This contract renews cybersecurity solutions to protect CCIT. Huntress Security Software is a leading platform in this area. The renewal covers PC Solutions.

Cost: $4400 per month - dependent on PC/Email users that are active
There is no increase in price

We recommend that you approve the contract renewal for RFP #2025-12 to PC Solutions.

ATTACHMENTS:

Agreement for PC Solutions

Award Letter

Requested by: purchasing@christiancountymo.gov 2026-10-19 11:16

Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of August 23, 2025, by and between the County of Christian ("County") and PC Outlet, Inc., dba PC Solutions ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I – FUNDAMENTAL TERMS

A. **Location of Project:** Christian County location(s) as set forth in the Scope of Services, included herein.

B. **Description of Services/Goods to be Provided:** Provide goods/services in accordance with Scope of Services of the RFP #2025-12 Managed Services for Huntress Platform, which include but are not limited to:

- RFP #2025-12 Managed Services Provider for Huntress Platform with Attachments – issued 9/24/25 –
- Amendment One issued 10/3/25
- RFP Proposal received from PC Solutions – received 10/9/25
- 24/7 Monitoring and Support: Dedicated Security Operations Center (SOC) monitoring with defined escalation protocols.
- Huntress Platform Expertise: Proven ability to deploy, configure, and manage the Huntress platform for clients across multiple sectors, including government, education, healthcare, and finance.
- Defined Incident Response: Guaranteed response times, including a 1-hour typical response for Critical (P1) incidents.
- Key Personnel Experience: Oversight from personnel with past experience in highly secure environments, including DoD and DoE security clearances.

C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on **December 4, 2025** ("Commencement Date") and shall continue until **December 3, 2026,** with the option to renew for four (4) additional one-year periods.

D. **Party Representatives:**

D.1. The County designates the following person to act on County's behalf: **IT Manager, Bill Rawlings or his designee.** The Contractor designates the following person to act on Contractor's behalf: See the contact name identified and signed on last page of this document.

E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement is utilized through the TIPS Cooperative Contract pricing.

PART II - GENERAL PROVISIONS

1. SECTION ONE - SERVICES OF CONTRACTOR

1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on the quote provided, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.

1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.

1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.

1.8. **Compensation.** Contractor shall be compensated as detailed in their proposal table below. The County will be billed based on actual usage.

Pricing Format

Detailed, Itemized Breakdown of All Costs

Note: Pricing is based on the bid estimate of endpoints and will be billed based on actual usage.

Item/Service Description	Unit	Quantity	One-Time Setup Fee	Ongoing Monthly Fee	Ongoing Annual Fee	Total Year 1 Cost
Licensing Fees						
Huntress MDR Licensing	Per Endpoint	300	$0	$7/mo	$0	$25,200
Huntress SIEM (optional)	Per Endpoint	*300*	*$0*	*$4/mo*	*$0*	*$14,400*
NinjaOne RMM/Patching	Per Endpoint	300	included	included	$0	Included
Ad-hoc Service			**Rate**			
Assisted Incident Remediation	Per Hour	As Needed	$150/hr			
TOTALS			$0	$2,100	$0	$25,200

***Monthly billing/payment is preferred*

Should the County and Contractor mutually wish to renew their contract, the following not-to-exceed renewal percentage will be considered. Renewals must be justified, in writing, at the time of renewal. All renewals must be approved by a majority of the County Commission.

Renewals
Annual Renewal Increase
The annual renewal increase will be a flat industry-common, **not-to-exceed percentage of 5%** over the previous year's pricing, with an exception for an extreme circumstance of higher-than-normal upstream vendor price changes to their partners, which if it occurs will be communicated as soon as it is known regardless of contract timing.

2. SECTION TWO - INSURANCE AND INDEMNIFICATION

2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.

2.2. Contractor's Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.3. Comprehensive General Liability Insurance -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Christian County, Missouri, its elected officials and **employees as additional named insureds** in amounts sufficient to cover the sovereign immunity limits for Christian County and said insurance shall be not less than $500,000.00 per person and $3,500,000.00 for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Sovereign Immunity Limits | Missouri Department of Commerce & Insurance (mo.gov)

2.4. Workers Compensation Insurance -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation Insurance for Vendor's employee's coverage that shall meet **Missouri Statutory limits** or $1,000,00, for each accident, whichever is greater. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

2.5. Commercial Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than $500,000.00 per claimant and $3,500,000.00 for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.6. Professional Liability - (covering errors and omissions): One Million Dollars ($1,000,000.00) per claims made.

2.7. Other Insurance - Such other policies of insurance as may be required in the Special Provisions.

2.8. Proof of Carriage of Insurance -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

2.9. Indemnity Agreement: 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

providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Christian from its own negligence.

2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.

3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.

3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows::

a. Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

b. Nondiscrimination: The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.

c. Solicitations for Subcontracts, Including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex disability or national origin, age or ancestry of any individual.

d. Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

(i) Withholding of payments under this Agreement until the Contractor complies; and/or

(ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

f. Incorporation of Provisions: The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

3.4. **Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit**. Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., from the commencement until the termination of this Agreement. For any contract over $5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: http:\\www.Christiancountymo.org\purchasing\index.php. Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.

3.5. **Independent Contractor**. Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.6. **Use of Patented Materials**. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.7. **Proprietary Information**. All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall

be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.

3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.

3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10. **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

3.11. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Christian County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.12. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

3.13. **Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.

3.14. **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.

3.15. **Non-liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach

by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.16. **Conflicts of Interest.** No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.

3.17. Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4. SECTION FOUR - MISCELLANEOUS PROVISIONS

4.1. **Records and Reports**. Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.

4.2. **Notices**. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Christian County
Employee Services Building
202 W. Elm Street
Ozark, Missouri 65721
Attn: Purchasing Department

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3. **Construction and Amendment**. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4. **Severability**. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5. **Authority**. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of

this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6. **Special Provisions**. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF CHRISTIAN

By: _____
Lynn Morris, Presiding Commissioner
Date: 11-13-25

By: _____
Johnny Williams, Western Commissioner
Date: 11-13-25

By: _____
Bradley A. Jackson, Eastern Commissioner
Date: 11-13-2025

CONTRACTOR

Company Name: PC Outlet, Inc DBA PC Solution
By: Rick Robyson
Title: President
Signature: _____
Date: 10-29-2025

ATTEST BY: _____
Paula Brumfield, Christian County Clerk

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Approved as to form:

By: _____
N. Austin Fax, Christian County Counselor

_____
Amy Dent, Christian County Auditor
11/17/2025
Date

Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

October 22, 2026

PC Solutions
1310 S 3rd St
Ozark, MO 65721
Attn: Rick Robison
Rick@PCSOzark.com
417-581-4300

The Christian County Commission voted in session today to award the contract renewal for Managed Services Provider for Huntress Platform (RFP #2025-12) to PC Solutions.

This is the first contract renewal (year two), beginning December 4, 2026, and continuing through December 3, 2027.

Your point of contact will be IT Manager Bill Rawlings. Mr. Rawlings can be reached at 417-582-5131 or by email at BRawlings@christiancountymo.gov.

_____	_____	_____
Johnny Williams Western Commissioner	Lynn Morris Presiding Commissioner	Bradley A. Jackson Eastern Commissioner
Date: _____	Date: _____	Date: _____

Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Contract Renewal - RFQ #2023-19 Data Solutions Services

Kim Hopkins-Will Bill Rawlings

2nd Vendor for RFQ #2023-19 - Techtree Partners LLC.

This is a renewal contract for RFQ #2023-19 - Data Solutions Services for Techtree Partners, LLC. This is the third renewal (4th year).

This contract provides Christian County IT with a qualified vendor to provide services such as network cabling, audio/video solutions, access control installation and services, fiber optic cabling, and wireless solutions.

This contract is on an "as needed" basis.

Cost: Techtree Partners increased their hourly rates by 10%
Note: Year 2 - 3%, Year 3 - 0%, Year 4 - 10%

Hourly Rate: Monday through Friday - $90.64
Hourly Rate: Weekend/Holidays - $113.30

We recommend approving the contract renewal for Techtree Partners, LLC for an additional year.

ATTACHMENTS:

Original Contract Agreement

Award Letter

Requested by: purchasing@christiancountymo.gov 2026-10-15 15:04

Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of November 15, 2023, by and between the County of Christian, ("County"), and the Contractor identified on page one of this document, ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I – FUNDAMENTAL TERMS

A. **Location of Project:** Christian County location(s) as set forth in the Scope of Services, included herein. See RFQ 2023-19 Data Solutions Services.

B. **Description of Services/Goods to be Provided:** Provide goods/services in accordance with Scope of Services, included herein.

C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on **November 16, 2023** Commencement Date") and shall continue until **November 15, 2024** with the option to renew for three (3) additional one-year periods.

D. **Party Representatives:**

D.1. The County designates the following person to act on County's behalf: Bill Rawlings, IT Manager.The Contractor designates the following person to act on Contractor's behalf: See the contact name identified and signed on page one of this document.

E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART II - GENERAL PROVISIONS

1. SECTION ONE - SERVICES OF CONTRACTOR

1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on the Scope of Services, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time

consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.

1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.

1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.

1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.

2. SECTION TWO - INSURANCE AND INDEMNIFICATION

2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.

2.2. Contractor's Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better

rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.3. Comprehensive General Liability Insurance -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Christian County, Missouri, its elected officials and **employees as additional named insureds** in amounts sufficient to cover the sovereign immunity limits for Christian County and said insurance shall be not less than $500,000.00 per person and $3,500,000.00 for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

2.4. Workers Compensation Insurance -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be $500,000.00 each employee, $1,000,000.00 each accident whichever is greater. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

2.5. Commercial Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than $500,000.00 per claimant and $3,000,000.00 for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.6. Professional Liability - (covering errors and omissions): One Million Dollars ($1,000,000.00) per claims made.

2.7. Other Insurance - Such other policies of insurance as may be required in the Special Provisions.

2.8. Proof of Carriage of Insurance -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities ($376,378.00 per claimant and $2,509,186.00 per occurrence for 2010) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

2.9. Indemnity Agreement: 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 providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Christian from its own negligence.

2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign,

governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.

3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.

3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows::

a. Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

b. Nondiscrimination: The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.

c. Solicitations for Subcontracts, Including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex disability or national origin, age or ancestry of any individual.

d. Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

(i) Withholding of payments under this Agreement until the Contractor complies; and/or

(ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

f. Incorporation of Provisions: The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment,

unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

3.4. **Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.** Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., from the commencement until the termination of this Agreement. For any contract over $5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: http:\\www.Christiancountymo.org\purchasing\index.php. Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.

3.5. **Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.6. **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.

3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason

of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.

3.9. **Termination By County**. County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10. **Right to Stop Work; Termination By Contractor**. Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.

3.11. **Waiver**. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

3.12. **Legal Actions**. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Christian County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13. **Rights and Remedies are Cumulative**. The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

3.14. **Attorneys' Fees**. In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.

3.15. **Force Majeure**. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.

3.16. **Non-liability of County Employees**. No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach

by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17. **Conflicts of Interest.** No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.

3.18. Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4. **SECTION FOUR - MISCELLANEOUS PROVISIONS**

4.1. **Records and Reports.** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.

4.2. **Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Christian County
Purchasing Department
202 W. Elm Street
Ozark, Missouri 65721

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3. **Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4. **Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5. **Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6. **Special Provisions**. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUMBISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF CHRISTIAN

By: _____
Lynn Morris, Presiding Commissioner

By: _____
Bradley A. Jackson, Eastern Commissioner

By: _____
Hosea Bilyeu, Western Commissioner

CONTRACTOR

Company Name: Techtree

By: _____
Rick Manweiler

Title: Owner

By: _____

Title: _____

COUNTY CLERK SEAL CHRISTIAN COUNTY

ATTEST BY: _____
Paula Brumfield, Christian County Clerk

Approved as to form:

By: _____
N. Austin Fax, Christian County Counselor

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

_____ by LG
Amy Dent, Christian County Auditor

11/30/2023
Date

Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

October 22, 2026

Techtree Partners LLC
316 South Market Ave.
Springfield, MO 65806
Attn: Rick Manweiler
Rick.Manweiler@TechTreePartners.com
417-425-1079

RE: Contract Renewal - RFQ #2023-019 Data Solutions Services

The Christian County Commission voted in session today to renew the contract for Data Solutions Services (RFQ #2023-019) to Techtree Partners LLC.

The original contract was awarded in 2023 with options to renew. This is the third contract renewal (year four), and is effective beginning November 16, 2026, through November 15, 2027.

Your point of contact will be IT Manager Bill Rawlings. Mr. Rawlings can be reached by email at Brawlings@christiancountymo.gov or at 417-582-5131.

_____	_____	_____
Johnny Williams Western Commissioner	Lynn Morris Presiding Commissioner	Bradley A. Jackson Eastern Commissioner
Date: _____	Date: _____	Date: _____

Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Contract Renewal - RFQ #2023-19 Data Solutions Services

Kim Hopkins-Will and Bill Rawlings

This is a renewal contract for RFQ #2023-19 - for Data Solutions Services. This is the third renewal (4th year).

This contract provides Christian County IT with a qualified vendor to provide services such as network cabling, audio/video solutions, access control installation and services, fiber optic cabling, and wireless solutions.

This contract is on an "as needed" basis.

COST: CKC increased its hourly pricing by 5%, as allowed in its original bid.

Hourly Rate - Monday through Friday - $103.35
Hourly Rate - Weekend/Holidays - $111.89

We recommend that you approve the contract renewal for CKC Data Solutions for an additional year.

ATTACHMENTS:

Original Contract Agreement

Award Letter

Requested by: purchasing@christiancountymo.gov 2026-10-15 14:40

Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of November 15, 2023, by and between the County of Christian, ("County"), and the Contractor identified on page one of this document, ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I – FUNDAMENTAL TERMS

A. **Location of Project:** Christian County location(s) as set forth in the Scope of Services, included herein. See RFQ 2023-19 Data Solutions Services.

B. **Description of Services/Goods to be Provided:** Provide goods/services in accordance with Scope of Services, included herein.

C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on **November 16, 2023** Commencement Date") and shall continue until **November 15, 2024** with the option to renew for three (3) additional one-year periods.

D. **Party Representatives:**

D.1. The County designates the following person to act on County's behalf: Bill Rawlings, IT Manager.The Contractor designates the following person to act on Contractor's behalf: See the contact name identified and signed on page one of this document.

E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART II - GENERAL PROVISIONS

1. **SECTION ONE - SERVICES OF CONTRACTOR**

1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on the Scope of Services, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time

consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.

1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.

1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.

1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.

2. **SECTION TWO - INSURANCE AND INDEMNIFICATION**

2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.

2.2. Contractor's Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better

rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.3. Comprehensive General Liability Insurance -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Christian County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Christian County and said insurance shall be not less than $500,000.00 per person and $3,500,000.00 for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of insurance shall also be included.

2.4. Workers Compensation Insurance -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be $500,000.00 each employee, $1,000,000.00 each accident whichever is greater. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

2.5. Commercial Automobile Liability -- The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than $500,000.00 per claimant and $3,000,000.00 for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.6. Professional Liability - (covering errors and omissions): One Million Dollars ($1,000,000.00) per claims made.

2.7. Other Insurance - Such other policies of insurance as may be required in the Special Provisions.

2.8. Proof of Carriage of Insurance -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities ($376,378.00 per claimant and $2,509,186.00 per occurrence for 2010) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

2.9. Indemnity Agreement: 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 providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Christian from its own negligence.

2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign,

governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

3.1. Compliance with Laws: Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.

3.2. Licenses, Permits, Fees and Assessments: Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.

3.3. Non-Discrimination Assurance. With regard to work under this Agreement, the Contractor agrees as follows::

a. Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

b. Nondiscrimination: The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.

c. Solicitations for Subcontracts, Including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex disability or national origin, age or ancestry of any individual.

d. Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

(i) Withholding of payments under this Agreement until the Contractor complies; and/or

(ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

f. Incorporation of Provisions: The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment,

unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

3.4. **Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.** Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., from the commencement until the termination of this Agreement. For any contract over $5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: http:\\www.Christiancountymo.org\purchasing\index.php. Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.

3.5. **Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.6. **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.

3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason

of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.

3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10. **Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.

3.11. **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

3.12. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Christian County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

3.14. **Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.

3.15. **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.

3.16. **Non-liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach

by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17. **Conflicts of Interest.** No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.

3.18. Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4. **SECTION FOUR - MISCELLANEOUS PROVISIONS**

4.1. **Records and Reports.** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.

4.2. **Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Christian County
Purchasing Department
202 W. Elm Street
Ozark, Missouri 65721

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3. **Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4. **Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5. **Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6. **Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUMBISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF CHRISTIAN

By: _____
Lynn Morris, Presiding Commissioner

By: _____
Bradley A. Jackson, Eastern Commissioner

By: _____
Hosea Bilyeu, Western Commissioner

CONTRACTOR

Company Name: CKC DATA SOLUTIONS, LLC

By: _____

Title: C.T.O

By: _____

Title: _____

COUNTY CLERK SEAL CHRISTIAN COUNTY, MO

ATTEST BY: _____
Paula Brumfield, Christian County Clerk

Approved as to form:

By: _____
N. Austin Fax, Christian County Counselor

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

_____
Amy Dent, Christian County Auditor

12/5/2023
Date

Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

October 22, 2026

CKC Data Solutions
PO Box 1416
Springfield, Missouri 65801
Andrew Sakalosky
Asakalosky@ckcdatasolutions.com
417-812-5251

The Christian County Commission voted in session today to renew the contract for Data Solutions Services (RFQ #2023-019) to CKC Data Solutions.

The original contract was awarded in December 2023 with options to renew. This is the third contract renewal (year four) and will begin December 5, 2026, and go through December 4, 2027.

Your point of contact will be IT Manager, Bill Rawlings. Mr. Rawlings can be reached at 417-582-5131, or by email at Brawlings@christiancountymo.gov.

_____	_____	_____
Johnny Williams Western Commissioner	Lynn Morris Presiding Commissioner	Bradley A. Jackson Eastern Commissioner
Date: _____	Date: _____	Date: _____

Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Burn Ban Follow Up/Discussion

Commissioners

This will be for any updates or amendments that may arise from the Work Session on Monday for the Protocols and Procedures put into place regarding Burn Bans. If nothing is needed to discuss, we will either re-inforce that the Burn Ban is still in effect or strike it completely from the agenda.

Requested by: bporterfield@christiancountymo.gov 2026-10-15 14:29