

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

22nd

day of August

20 17

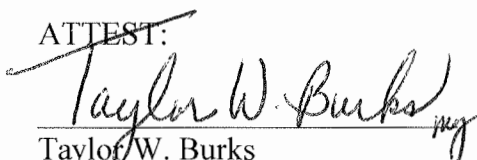
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the attached certification of election from the County Clerk and Election Authority for Boone County, Missouri. The proposal for a county-wide sales tax, having been approved by a majority of qualified voters voting thereon, the Commission hereby orders the imposition of the county-wide sales tax pursuant to the provisions of RSMo §67.547, in the amount of one-half of one percent for the period beginning **October 1, 2018 and ending September 30, 2028.**

Said sales tax shall be for the limited purpose of improving and maintaining roads, bridges, and right-of- ways within Boone County. Said sales tax shall be imposed on all sales which are subject to taxation under the provisions of RSMo §§144.010 - 144.527 as amended and, pursuant to RSMo §144.032, said sales tax shall also be imposed on all sales of metered water services, electricity, electrical current, and natural, artificial, or propane gas, wood, coal, or home heating oil for domestic use only.

Done this 22nd day of August, 2017.

ATTEST:

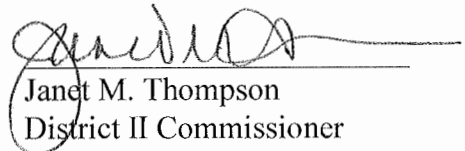

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

State of Missouri)
)ss.
County of Boone)

I, Taylor W. Burks, Clerk of the County Commission and Election Authority in and for the County of Boone, State of Missouri, do hereby certify that at the election held in the County of Boone, State of Missouri, on Tuesday, August 8, 2017, there were cast by the qualified voters of said County the following votes:

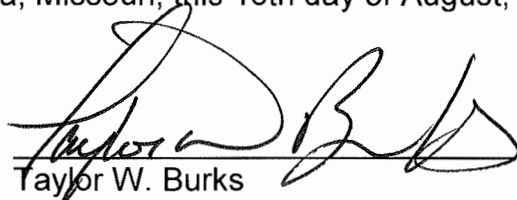
Proposition #1

Shall the County of Boone continue to impose a county-wide sales tax of ½ (one-half) of one percent for the sole purpose of improving and maintaining roads, bridges and right-of-ways; reducing county property taxes levied for road purposes; and distributing revenues from the county road and bridge fund to cities and to the special road district above the amount required by law? The authorization for this sales tax shall expire September 30, 2028.

YES	13,496
NO	2,217

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Boone, done at office in Columbia, Missouri, this 16th day of August, 2017.

(seal)



Taylor W. Burks
Clerk of the County Commission
and Election Authority in and for
the County of Boone, State of Missouri

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

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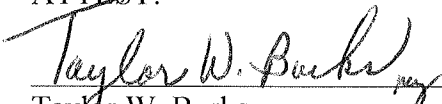
20 17


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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 1603 E. Tower Drive, parcel #12-417-19-01-039.00 01.

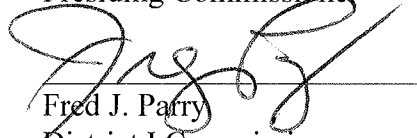
Done this 22nd day of August, 2017.

ATTEST:


Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	August Session
1603 E. Tower Drive)	July Adjourned
Columbia, MO 65202)	Term 2017
)	Commission Order No. <u>369-2017</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 22nd day of August 2017, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash, rubbish, garbage, tires and other refuse on the premises.
4. The location of the public nuisance is as follows: 1603 E. Tower Drive a/k/a parcel# 12-417-19-01-039.00 01, Section 19, Township 49, Range 12 as shown in deed book 2176 page 0489, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage, tires and other refuse in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 20th day of July to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

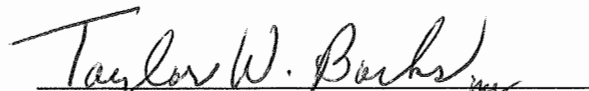
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

Photographs taken 8/7/17 @ ~ 10:15 am
1603 E. Tower Drive







Phuong T. Nguyen
1603 E. Tower Drive
Health Department nuisance notice - timeline

- 6/28/17: citizen complaint received
- 6/28/17: initial inspection conducted
- 6/30/17: notice of violation sent to owner, return receipt requested – owner never signed for notice
- 7/20/17: notice posted in local newspaper
- 8/7/17: reinspection conducted - violation not abated - photographs taken at ~ 10:15 am
- 8/8/17: hearing notice sent



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Phuong T. Nguyen
4980 N. Shalimar Court
Columbia, MO 65202

An inspection of the property you own located at 1603 E. Tower Drive (parcel # 12-417-19-01-039.00 01) was conducted on June 28, 2017 and revealed junk, trash, rubbish, garbage, tires and other refuse on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 22, 2017 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 8th day of

August 2017 by Wc

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
County of Boone)

I, Jason Meyer, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion _____ July 20, 2017
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

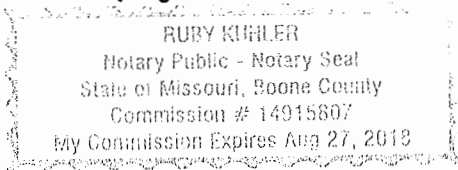
\$64.70

Printer's Fee

By: Jason Meyer
Jason Meyer

Subscribed & sworn to before me this 25 day of July, 2017

[Signature]
Notary Public



NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: Phuong T. Nguyen
4980 N. Shalimar Court
Columbia, MO 65202

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Gas Light Acres Subdivision, Block 2, Lot 17, Boone County, Missouri, a/k/a 1603 E. Tower Drive as shown by deed book 2176 page 0489

Type of Nuisance: junk, trash, rubbish, garbage, tires and other refuse and growth of weeds in excess of twelve inches high

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203. Date of Declaration, Order and Publication:

Stephanie Browning, Director,
Columbia/Boone County
Department of Public Health

INSERTION DATE: July 20, 2017.

Parcel Information Viewer

▼
X
Zoom to Neighborhood...

▼
X
Zoom to Location...

1241719010390001

Owner NGUYEN PHUONG T
 Address 4980 N SHALIMAR CT
 City, State, Zip COLUMBIA, MO 65202
 School COLUMBIA (C1)
 Legal Description GAS LIGHT ACRES BLK 2 LOT 17
 Lot Size 80 x 130
 Parcel 12-417-19-01-039.00 01

Full Real Estate Summary

Location Information
 Property Address 1603 E TOWER DR
 Section/Township/Range Sec. 19 49 12

Taxing Entities
 City
 Fire BOONE COUNTY (F1)
 Library BOONE COUNTY (L1)
 Road COMMON ROAD DISTRICT (CO)
 School COLUMBIA (C1)

Recorded Documents
 Deed Book/Page [2176 0489](#)
[0991 0441](#)

Subdivision Plat [0008 0008](#)
 Book/Page

Current Appraised

Type	Land	Bldgs	Total
RI	\$11,300	\$59,500	\$70,800
Totals	\$11,300	\$59,500	\$70,800

Current Assessed

Type	Land	Bldgs	Total
RI	\$2,147	\$11,305	\$13,452
Totals	\$2,147	\$11,305	\$13,452

Most Recent Tax Bill(s)

Residence Description
 Year Built 1977 (estimate)
 Use SINGLE FAMILY (101)



Click here for navigation tips

*Taylor Derrick (573 639-1933)
 called to report Junk at
 1603 E Tower Dr. She would like
 a call back.*

*junk around house, back yard full
 appliances
 6/28/17: back yard full of junk*

Parcel Information Viewer

▼
X
Zoom to Neighborhood...

▼
X
Zoom to Location...

1241719010390001

Owner NGUYEN PHUONG T
 Address 4980 N SHALIMAR CT
 City, State, Zip COLUMBIA, MO 65202
 School COLUMBIA (C1)
 Legal Description GAS LIGHT ACRES BLK 2 LOT 17
 Lot Size 80 x 130
 Parcel 12-417-19-01-039.00 01

Full Real Estate Summary

Location Information
 Property Address 1603 E TOWER DR
 Section/Township/Range Sec. 19 49 12

Taxing Entities
 City
 Fire BOONE COUNTY (F1)
 Library BOONE COUNTY (L1)
 Road COMMON ROAD DISTRICT (CO)
 School COLUMBIA (C1)

Recorded Documents
 Deed Book/Page 2176 0489
 0991 0441
 Subdivision Plat 0008 0008
 Book/Page

Current Appraised			
Type	Land	Bldgs	Total
R1	\$11,300	\$59,500	\$70,800
Totals	\$11,300	\$59,500	\$70,800

Current Assessed			
Type	Land	Bldgs	Total
R1	\$2,147	\$11,305	\$13,452
Totals	\$2,147	\$11,305	\$13,452

Most Recent Tax Bill(s)

Residence Description
 Year Built 1977 (estimate)
 Use SINGLE FAMILY (101)



Click here for navigation tips

Ider
Use h
●
Yes
○
No

Trash piles in the backyard of
1603 E Tower Dr.

Erica Williamson (573) 818-4859 called
to report, her address is 1710 E Patherville Rd

Parcel Information Viewer

▼
X
Zoom to Neighborhood...

▼
X
Zoom to Location...

1241719010390001

Owner NGUYEN PHUONG T
Address 4980 N SHALIMAR CT
City, State, Zip COLUMBIA, MO
65202
School COLUMBIA (C1)
Legal Description GAS LIGHT ACRES BLK 2
LOT 17
Lot Size 80 x 130
Parcel 12-417-19-01-039.00 01

Full Real Estate Summary

Location Information
Property Address 1603 E TOWER
DR
Section/Township/Range Sec. 19 49 12

Taxing Entities
City
Fire BOONE COUNTY
(F1)
Library BOONE COUNTY
(L1)
Road COMMON ROAD
DISTRICT (CO)
School COLUMBIA (C1)

Recorded Documents
Deed Book/Page 2176 0489
0991 0441
Subdivision Plat 0008 0008
Book/Page

Current Appraised

Type	Land	Bldgs	Total
RI	\$11,300	\$59,500	\$70,800
Totals	\$11,300	\$59,500	\$70,800

Current Assessed

Type	Land	Bldgs	Total
RI	\$2,147	\$11,305	\$13,452
Totals	\$2,147	\$11,305	\$13,452

Most Recent Tax Bill(s)

Residence Description
Year Built 1977 (estimate)
Use SINGLE FAMILY
(101)



Click here for navigation tips

Donna Carter called to report
an accumulation of trash in the back
yard of 1603 E Tower that is creating
a harborage for pests.
She would like a return call 573 881-1717



Boone County Assessor

Boone County Government Center
 801 E. Walnut, Rm. 143
 Columbia, MO 65201-7733

Office (573) 886-4270
 Fax (573) 886-4254
 Open 8:00 am - 5:00 pm Monday to Friday

Parcel 12-417-19-01-039.00 01

Property Location 1603 E TOWER DR

City
 Library **BOONE COUNTY (L1)**

Road COMMON ROAD DISTRICT (CO)
Fire BOONE COUNTY (F1)

School COLUMBIA (C1)

Owner NGUYEN PHUONG T
Address 4980 N SHALIMAR CT
City, State Zip COLUMBIA, MO 65202

Subdivision Plat Book/Page 0008 0008

Section/Township/Range 19 49 12

Legal Description GAS LIGHT ACRES BLK 2
 LOT 17

Lot Size 80.00 x 130.00

Deed Book/Page 2176 0489 0991 0441

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	11,300	59,500	70,800	RI	2,147	11,305	13,452
Totals	11,300	59,500	70,800	Totals	2,147	11,305	13,452

Most Recent Tax Bill(s)
Residence Description

Year Built	1977 (ESTIMATE)		
Use	SINGLE FAMILY (101)		
Basement	FULL (4)	Attic	NONE (1)
Bedrooms	3	Main Area	1,080
Full Bath	1	Finished Basement Area	0
Half Bath	0		
Total Rooms	6	Total Square Feet	1,080

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 This Web application was developed by [Boone County](http://boonecountymo.org).

Boone County, Missouri

489

Unofficial Document

Recorded in Boone County, Missouri

Date and Time **04/07/2003** at **03:53:13 PM**

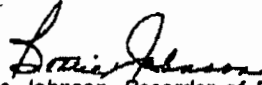
Instrument # **2003012987** Book: **02176** Page: **0489**


First Grantor **LE, TRUNG T**

First Grantee **NGUYEN, PHUONG T**

Instrument Type **QTCL**

Recording Fee **\$23.00**


 Bettie Johnson, Recorder of Deeds



QUITCLAIM DEED

THIS INDENTURE, Made on the 7th day of April, A.D., 2003, by and between Trung T. Le, a single person, of 1603 E. Tower Drive, of the City of Columbia, of the County of Boone, in the State of Missouri 65202, party or parties of the First Part and Phuong T. Nguyen, a single person, of 4980 N. Shalimar Court, of the City of Columbia, of the County of Boone, in the State of Missouri 65202, party or parties of the Second Part:

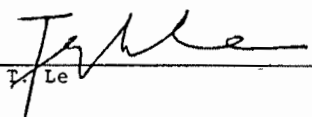
WITNESSETH, That the said party or parties of the First Part in consideration of the sum of Ten Dollars and other valuable considerations paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the said party or parties of the Second Part, the following described real estate, lying, being and situate in the County of Boone and State of Missouri, to wit:

Lot Seventeen (17) of Gas Light Acres, BLOCK 2 AS SHOWN BY THE PLAT RECORDED IN Plat Book 8, Page 8, Records of Boone County, Missouri. Subject to easements and restrictions of record

The street address of said tract of land is 1603 E. Tower Drive, Columbia, MO 65202.

TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging unto the said party or parties of the Second Part, and their heirs and assigns, FOREVER; so that neither the said party or parties of the First Part, nor their heirs, nor any other person or person for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

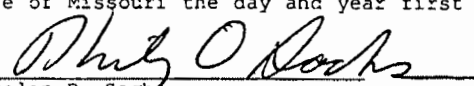
IN WITNESS WHEREOF, The said party or parties of the First Part has or have hereunto set their hand or hands the day and year first above written.

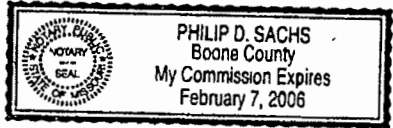

 Trung T. Le

STATE OF MISSOURI)
) ss.
 COUNTY OF BOONE)

On this 7 day, April, 2003, before me personally appeared Trung T. Le known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Columbia, County of Boone, State of Missouri the day and year first above written. My term expires February 7, 2006.


 Philip D. Sachs
 Notary Public



Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

22nd

day of

August

20

17

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 6750 S. New Town Ave., parcel #20-216-10-06-074.00 01.

Done this 22nd day of August, 2017.

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	August Session
6750 S. New Town Ave.)	July Adjourned
Columbia, MO 65203)	Term 2017
)	Commission Order No. <u>370-2017</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 22nd day of August 2017, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 6750 S. New Town Avenue a/k/a parcel# 20-216-10-06-074.00 01, Section 10, Township 47, Range 13 as shown in deed book 2895 page 0046, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 21st day of July to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

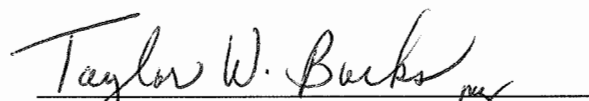
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

Photographs taken 8/10/17 @ ~ 10:50 am
6750 S. New Town Avenue



Mizzou Fanatics LLC
6750 S. New Town Avenue
Health Department nuisance notice - timeline

- 7/13/17: citizen complaint received
- 7/13/17: initial inspection conducted
- 7/20/17: notice of violation sent to owner, return receipt requested
- 7/21/17: notice posted in local newspaper
- 8/10/17: reinspection conducted - violation not abated - photographs taken at ~ 10:50 am
- 8/10/17: hearing notice sent



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Mizzou Fanatics LLC
PO Box 10110
Columbia, MO 65205

An inspection of the property you own located at 6750 S. New Town Avenue (parcel # 20-216-10-06-074.00 01) was conducted on July 13, 2017 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 22, 2017 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 10th day of
August 2017 by [signature]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Mizzou Fanatics LLC
PO Box 10110
Columbia, MO 65205

An inspection of the property you own located at 6750 S. New Town Avenue (parcel # 20-216-10-06-074.00 01) was conducted on July 13, 2017 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 20th day of July 2017 by [Signature].

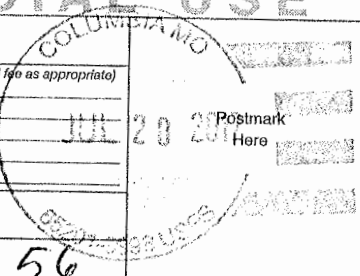
7016 2070 0000 0010 5890

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail® Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	6.56
Sent To	
Mizzou Fanatics LLC	
Street and Apt. No., or PO Box No.	
PO Box 10110	
City, State, ZIP+4®	
Columbia, MO 65205	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature</p> <p>X <i>Eh Wagner</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p>7-21-17</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Mizzou Fanatics LLC PO Box 10110 Columbia, MO 65205</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>2. Article Number (Transfer from service label)</p> <p>6 2070 0000 0010 5890</p>	



Parcel Information Viewer

▼
X
Zoom to Neighborhood...

▼
X
Zoom to Location...

2021610000060001

Owner BOONE COUNTY REGIONAL

Address 1314 N 7TH ST

City, State, Zip COLUMBIA, MO 65201-3902

School COLUMBIA (C1)

Legal Description SUR 392-895 PT SE NE (SUR 1545-223) & PT SE NE (PT SUR 379-500)& CEDARBROOK SD LT 9 PLAT 2 LTS 11,12,13.& PT 10,

Deeded Acreage 19.69

Calculated Acreage 6.4

Parcel 20-216-10-00-006.00 01

Full Real Estate Summary

Location Information

Property Address 00000 W BORIS DR

Section/Township/Range Sec. 10 47 13

Taxing Entities

City

Fire BOONE COUNTY (F1)

Library BOONE COUNTY (L1)

Road COMMON ROAD DISTRICT (CO)

School COLUMBIA (C1)

Recorded Documents

Deed Book/Page [0600 0215](#)
[0600 0210](#)

Subdivision Plat Book/Page

Type	Current Appraised		
	Land	Bldgs	Total
XV	\$0	\$0	\$0
Total	\$0	\$0	\$0



Click here for navigation tips

Identifier
Use I
Yes
No

Danielle (479 685-5585) would like a return call about pest harborage & over growth in lot across from 1861 Harmony St.

4'.00

- new town street sign
- standing water



Boone County Assessor

Boone County Government Center
 801 E. Walnut, Rm. 143
 Columbia, MO 65201-7733

Office (573) 886-4270
 Fax (573) 886-4254
 Open 8:00 am - 5:00 pm Monday to Friday

Parcel 20-216-10-06-074.00 01

Property Location 6750 S NEW TOWN AVE

City BOONE COUNTY (L1) **Road** COMMON ROAD DISTRICT (CO) **School** COLUMBIA (C1)
Library BOONE COUNTY (L1) **Fire** BOONE COUNTY (F1)

Owner MIZZOU FANATICS LLC
Address P O BOX 10110
City, State Zip COLUMBIA, MO 65205

Subdivision Plat Book/Page

Section/Township/Range 10 47 13
Legal Description NEW TOWN SD BLK 4
 LOT C-5

Deeded Acreage 2.08

Deed Book/Page

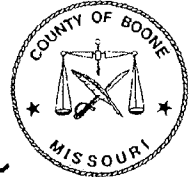
Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
CI	158,560	2,035,840	2,194,400	CI	50,739	651,468	702,207
Totals	158,560	2,035,840	2,194,400	Totals	50,739	651,468	702,207

Most Recent Tax Bill(s)

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 This Web application was developed by Boone County.

Unofficial Document

Instrument Type WD
Recording Fee \$27.00
No of Pages 2



Bettie Johnson
Bettie Johnson, Recorder of Deeds

(Space above reserved for Recorder of Deeds Certification)

WARRANTY DEED
(Limited Liability Company)

THIS DEED, Made and entered into this 21st day of February, 2006, by and between:

New Town, L.L.C.

(Grantor)

a Missouri limited liability company, organized and existing under the laws of the State of Missouri, party of the First Part,

and Mizzou Fanatics LLC, a Missouri limited liability company

(Grantee), of the County of Boone

State of Missouri party or parties of the second part:

(Grantee's mailing address is: Po Box 10110, Columbia, Mo 65205)

WITNESSETH: That the said party of the First part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said party or parties of the Second part, the following described real estate situated in the County of BOONE and State of Missouri to-wit:

Lots C Five (C5) and C Six (C6) of NEWTOWN SUBDIVISION - FINAL PLAT, BLOCK FOUR (4) as shown by Plat recorded in Plat Book 34, Page 44, Records of Boone County, Missouri.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD the same together with all the rights and appurtenances to the same belonging, unto the said party or parties of the Second part, and to the successors and assigns of such party or parties forever.

The said party of the first part hereby covenanting that said party and the heirs, executors and administrators of such party, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2006 and thereafter, and special taxes becoming a lien after the date of this deed.

Nora Dietzel, Recorder of Deeds

2/27/2006 10:42:09 AM

Boone County, Missouri

Unofficial Document

IN WITNESS WHEREOF, the said party of the First Part has hereunto set its hand the day and year first above written.


NEW TOWN, L.L.C.

By: NICK PECKHAM
Nick Peckham, Managing Member

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

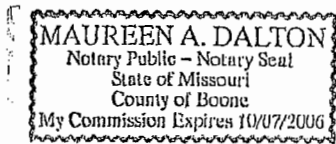
On this 21st, day of February, 2006, before me personally appeared Nick Peckham, who, upon his oath and upon being duly sworn, did state, affirm, and acknowledge that HE is the MANAGING MEMBER(S) of New Town, L.L.C., a Missouri limited liability company, as the free act and deed of said limited liability company, and pursuant to the authority vested in HIM to execute this General Warranty Deed by the members of said limited liability company, that the foregoing limited liability company is binding in all respects upon said limited liability company, and that said limited liability company is duly empowered by its operating agreement to enter into this General Warranty Deed.

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



NOTARY PUBLIC

My Commission Expires: _____



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

22nd

day of

August

20

17

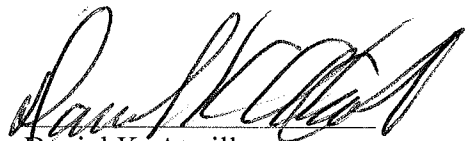
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 5393 E. Ponderosa St. A & B, parcel #21-201-04-01-047.00 01.

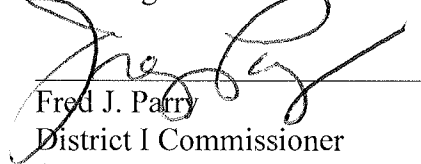
Done this 22nd day of August, 2017.

ATTEST:

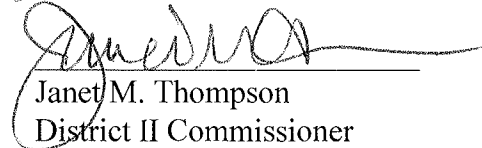
Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

VSP LLC

5393 E. Ponderosa St. A+B

Parcel 21-201-04-01-047.00 01



**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	August Session
5393 E Ponderosa St A+B)	July Adjourned
Columbia, MO 65201)	Term 2017
)	Commission Order No. <u>371-2017</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 22nd day of August, 2017, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: weeds in excess of twelve inches.
4. The location of the public nuisance is as follows: 5393 E Ponderosa St A+B., Columbia, MO, a/k/a parcel # 21-201-04-01-047.00 01, Prairie Meadow Estates, Section 4, Township 47, Range 12 // NE, Section 3, Township 47, Range 12 / NW/NW AC 66.197 as shown by deed book 0011 page 0223, Boone County.
5. The specific violation of the Code is: weeds in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code **on the 20th day of July 2017**, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public

nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so **as required by the Health Director or Official's original order referred to above.**

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

VSP LLC

5393 E. Ponderosa St. A+B

Parcel 21-201-04-01-047.00 01

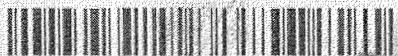
- 19 July 2017 Received complaint about weeds, in the Prairie Meadows Estates.
- 20 July 2017 Inspection of the subdivision revealed multiple properties, 5393 E. Ponderosa included, with numerous weeds in excess of twelve inches on the premises.
- 21 July 2017 Notification of Determination of Public Health Hazard and/or Nuisance and Order for Abatement was sent to the property owner at PO Box 10199 Columbia, Missouri.
- 09 August 2017 Inspection of the subdivision revealed that no action had been taken at this property. A Hearing Notice is sent to the property owner scheduled for 22 August at 9:30 am.
- 21 August 2017 Inspection of the subdivision revealed that no action had been taken at this property. Pictures are taken for the Hearing.
- 22 August 2017 Hearing with the County Commission is held.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

VSP LLC
 PO Box 10199
 Columbia MO 65205



9590 9402 2669 6336 7977 36

2. Article Number (Transfer from service label)

7016 2070 0000 0010 5845

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- Agent
- Addressee

B. Received by (Printed Name)

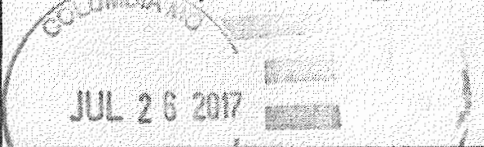
Reed Hickman

C. Date of Delivery

7/26/17

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery over \$500
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**U.S. Postal Service™
 CERTIFIED MAIL® RECEIPT
 Domestic Mail Only**

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

6.56

Sent To

VSP LLC

Street and Apt. No., or PO Box No.

PO Box 10199

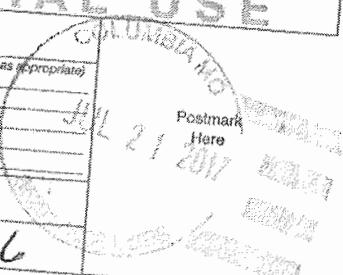
City, State, ZIP+4®

Columbia MO 65205

PS Form 3800, April 2015 PSN 7530-02-000-0047

See Reverse for Instructions

7016 2070 0000 0010 5845





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

VSP LLC
PO BOX 10199
COLUMBIA, MO 65205

An inspection of the property you own located at 5393 E PONDEROSA ST A+B (parcel # 21-201-04-01-047.00 01) was conducted on July 20, 2017 and revealed growth of weeds in excess of twelve inches high behind the duplex.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature of Stephanie Sprock]

Stephanie Sprock
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 21st day of July 2017 by [initials]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

VSP LLC
PO BOX 10199
COLUMBIA, MO 65205

An inspection of the property you own located at 5393 E PONDEROSA ST A+B (parcel # 21-201-04-01-047.00 01) was conducted on July 20, 2017 and revealed weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 22, 2017 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Handwritten signature of Stephanie Sprock

Stephanie Sprock
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 9th day of August 2017 by yji

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



Boone County Assessor

Boone County Government Center
 801 E. Walnut, Rm. 143
 Columbia, MO 65201-7733

Office (573) 886-4270
 Fax (573) 886-4254
 Open 8:00 am - 5:00 pm Monday to Friday

Parcel 21-201-04-01-047.00 01

Property Location 5393 E PONDEROSA ST A+B

City Boone County (L1) **Road** COMMON ROAD DISTRICT (CO) **School** COLUMBIA (C1)
Library BOONE COUNTY (L1) **Fire** BOONE COUNTY (F1)

Owner VSP LLC
Address PO BOX 10199
City, State Zip COLUMBIA, MO 65205

Subdivision Plat Book/Page 0011 0223

Section/Township/Range 4 47 12
Legal Description PRAIRIE MEADOW ESTATES
 LOT 46

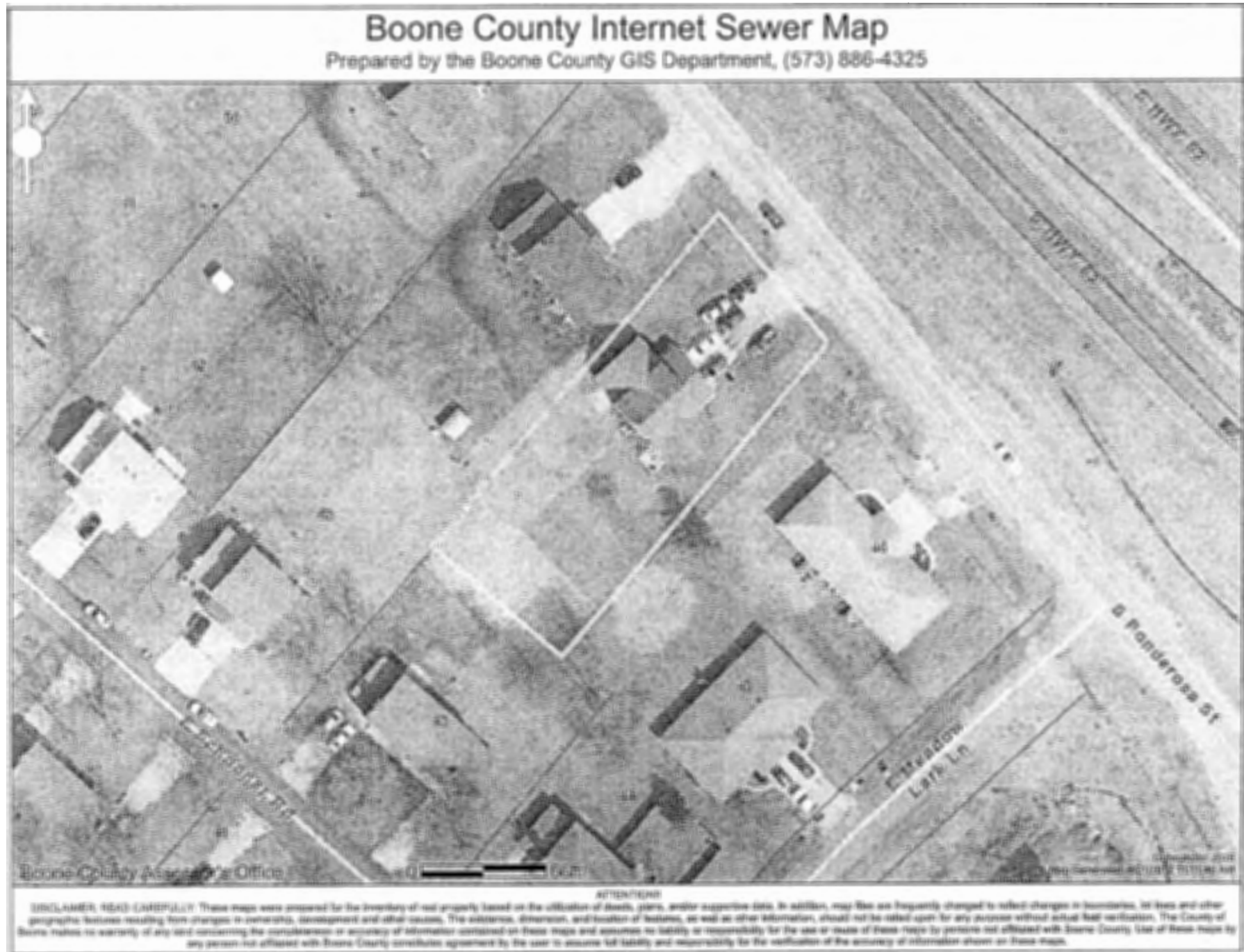
Lot Size 110.87 x 220.96
Irregular shape Y
Deed Book/Page 4446 0045 1322 0314

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	27,000	117,600	144,600	RI	5,130	22,344	27,474
Totals	27,000	117,600	144,600	Totals	5,130	22,344	27,474

Most Recent Tax Bill(s)
Residence Description

Year Built	1995		
Use	DUPLEX (102)		
Basement	NONE (1)	Attic	NONE (1)
Bedrooms	6	Main Area	3,115
Full Bath	4	Finished Basement Area	0
Half Bath	0		
Total Rooms	10	Total Square Feet	3,115

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 This Web application was developed by Boone County.



Boone County, Missouri



Recorded in Boone County, Missouri

Unofficial Document
Date and Time: 05/29/2015 at 08:40:28 AM
Instrument #: 2015010608 Book: 4446 Page: 45

Instrument Type: WD
Recording Fee: \$27.00 S
No. of Pages: 2



GENERAL WARRANTY DEED

THIS INDENTURE, made on the 27th day of **May, 2015**, by and between

Grantor: **Hardeep S. Bhullar and Pushpajit K. Bhullar, husband and wife and Scott W. Schulte and Lynn Schulte, husband and wife**

County of **Boone** and State of **Missouri**, party of the first part, and

Grantee: **VSP, LLC, a Missouri limited liability company**

County of **Boone**, and State of **Missouri**, party of the second part

Mailing address of said first named grantee is PO Box 10199, Columbia, MO 65205

Witnesseth, that the said party of the first part in consideration of the sum of One Hundred Dollars and Other Good and Valuable Consideration to them paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, his/her heirs and assigns, the following described lots, tracts or parcels of land, lying being and situate in the County of Boone, and State of Missouri, to wit:

Lot Forty-six (46) of Prairie Meadow Estates as shown by the plat recorded in Plat Book 11, Page 223, Records of Boone County, Missouri. 21-201-04-01-047.00

SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part, and unto his/her heirs, or successors, and assigns, forever, the said party of the first part herein hereby covenanting that he/she is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that he/she has good right to convey the same; that the said premises are free and clear of any encumbrance done or suffered by them or those under whom he/she claim, and that he/she will warrant and defend the title to the said premises unto the said party of the second part, and unto his/her heirs, or successors, and assigns, forever, against the lawful claims and demands of all persons whomsoever.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

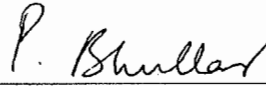
BOONE COUNTY MO MAY 29 2015

Unofficial Document

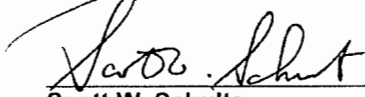
IN WITNESS WHEREOF, the said party of the first part has hereunto set his/her hands the day and year first above written.



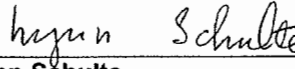
Hardeep S. Bhullar



Pushpajit K. Bhullar



Scott W. Schulte

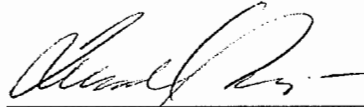


Lynn Schulte

STATE OF MISSOURI)
)SS
COUNTY OF BOONE)

On this 27th day of May, 2015, before me, a Notary Public in and for said State personally appeared **Hardeep S. Bhullar and Pushpajit K. Bhullar, husband and wife and Scott W. Schulte and Lynn Schulte, husband and wife**, to me known to be the **person(s)** described in and who executed the foregoing instrument and acknowledged that **he/she/they** executed the same for the purposes therein stated.

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



Notary Public

Teresa D. Singleton
Notary Public - Notary Seal
My Commission Expires October 27, 2017
Monroe County, State of Missouri
Commission # 13468412

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

22nd

day of

August

20 17

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

Now on this day the County Commission of the County of Boone does hereby award bid 33-29JUN17 – Radio Advertising for Joint Communications to Cumulus Media, Inc. of Columbia, MO and Zimmer Radio of Mid-Missouri Inc. of Columbia, MO.

Terms of the bid award are stipulated in the attached Purchase Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreements.

Done this 22nd day of August, 2017

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: August 14, 2017
RE: Bid Award Recommendation: 33-29JUN17 – *Radio Advertising for Joint Communications*

Request for Bid 33-29JUN17 – *Radio Advertising for Joint Communications* closed on June 29, 2017. Four bids were received. Chad Martin, Director of Joint Communications recommends award to two vendors in order to provide a variety of options: Cumulus Media, Inc. of Columbia, Missouri and Zimmer Radio of Mid-Missouri, Inc. of Columbia, Missouri. Mix Country 96 of Mexico, Missouri was non-responsive due to not submitting our Response Form and Winstar Interactive Media, Inc. of Houston, Texas was non-responsive for submitting a digital advertising rather than radio advertising bid.

These are Term and Supply contracts and invoices will be paid from department 2701 – Joint Communications Operations, account 84300 – Advertising. \$2,500 is budgeted for 2017.

ATT: Bid Tab

cc: Bid File
Chad Martin, Joint Communications

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BID TABULATION		ZIMMER RADIO AND MARKETING GROUP			CUMULUS			WINSTAR		
33-29JUN17 - RADIO ADVERTISING FOR JOINT COMMUNICATIONS										
4.13. PROPOSED PRICING										
	Description	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds
4.13.1.	List of Radio Station(s) for cost outlined below:	KATI - Metro Cume Listener Number: 7,700			KBBM - Metro Cume Listener Number: 6,100			Digital audio spots would run across sources such as Spotify, CBS Radio, iHeart, NPR, etc.		
4.13.2.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$28.00	\$35.00	\$5.00	\$8.00	\$10.00	\$6.86 eCFM across all time frames and days of the week. We would not include 60 second spots			
4.13.3.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$28.00	\$35.00	\$5.00	\$8.00	\$10.00				
4.13.4.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$28.00	\$35.00	\$5.00	\$8.00	\$10.00				
4.13.5.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday	\$8.00	\$10.00	\$2.00	\$4.00	\$5.00				
4.13.6.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$2.00	\$2.00	\$1.00	\$1.00	\$1.00				
4.13.7.	6:00 - 10:00 a.m. Saturday or Sunday	\$11.00	\$14.00	\$2.00	\$4.00	\$5.00				
4.13.8.	10:00 a.m. - 3:00 p.m. Saturday or Sunday	\$11.00	\$14.00	\$2.00	\$4.00	\$5.00				
4.13.9.	3:00 - 7:00 p.m. Saturday or Sunday	\$11.00	\$14.00	\$2.00	\$4.00	\$5.00				
4.13.10.	7:00 p.m. - Midnight Saturday or Sunday	\$6.00	\$8.00	\$1.00	\$1.00	\$2.00				
4.13.11.	Midnight - 6:00 a.m. Saturday or Sunday	\$2.00	\$2.00	\$1.00	\$1.00	\$1.00				
	Description	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds
4.13.12.	List of Radio Station(s) for cost outlined below:	KCLR - Metro Cume Listener Number: 26,800			KFRU - Metro Cume Listener Number: 10,200			WINSTAR		
4.13.13.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$58.00	\$72.00	\$15.00	\$20.00	\$25.00				
4.13.14.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$58.00	\$72.00	\$15.00	\$20.00	\$25.00				
4.13.15.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$58.00	\$72.00	\$15.00	\$20.00	\$25.00				
4.13.16.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday	\$11.00	\$14.00	\$5.00	\$8.00	\$10.00				
4.13.17.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$5.00	\$6.00	\$2.00	\$2.00	\$2.00				
4.13.18.	6:00 - 10:00 a.m. Saturday or Sunday	\$20.00	\$25.00	\$5.00	\$10.00	\$15.00				
4.13.19.	10:00 a.m. - 3:00 p.m. Saturday or Sunday	\$20.00	\$25.00	\$5.00	\$10.00	\$15.00				
4.13.20.	3:00 - 7:00 p.m. Saturday or Sunday	\$20.00	\$25.00	\$5.00	\$10.00	\$15.00				
4.13.21.	7:00 p.m. - Midnight Saturday or Sunday	\$10.00	\$12.00	\$2.00	\$4.00	\$5.00				
4.13.22.	Midnight - 6:00 a.m. Saturday or Sunday	\$5.00	\$6.00	\$2.00	\$2.00	\$2.00				

BID TABULATION											
33-29JUN17 - RADIO ADVERTISING FOR JOINT COMMUNICATIONS			ZIMMER			CUMULUS			WINSTAR		
4.13. PROPOSED PRICING											
	Description	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds	
4.13.23	List of Radio Station(s) for cost outlined below:	KCMQ - Metro Cumulative Listener Number: 22,700			KOQL - Metro Cumulative Listener Number: 38,300						
4.13.24	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		\$31.00	\$39.00	\$18.00	\$32.00	\$35.00				
4.13.25	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		\$31.00	\$39.00	\$18.00	\$32.00	\$35.00				
4.13.26	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		\$31.00	\$39.00	\$18.00	\$32.00	\$35.00				
4.13.27	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday		\$7.00	\$9.00	\$10.00	\$18.00	\$20.00				
4.13.28	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		\$3.00	\$3.00	\$4.00	\$5.00	\$5.00				
4.13.29	6:00 - 10:00 a.m. Saturday or Sunday		\$11.00	\$14.00	\$15.00	\$22.00	\$25.00				
4.13.30	10:00 a.m. - 3:00 p.m. Saturday or Sunday		\$11.00	\$14.00	\$15.00	\$22.00	\$25.00				
4.13.31	3:00 - 7:00 p.m. Saturday or Sunday		\$11.00	\$14.00	\$15.00	\$22.00	\$25.00				
4.13.32	7:00 p.m. - Midnight Saturday or Sunday		\$9.00	\$11.00	\$5.00	\$8.00	\$10.00				
4.13.33	Midnight - 6:00 a.m. Saturday or Sunday		\$3.00	\$3.00	\$4.00	\$5.00	\$5.00				
	Description	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds	
4.13.34	List of Radio Station(s) for cost outlined below:	KSSZ - Metro Cumulative Listener Number: 13,100			KPLA - Metro Cumulative Listener Number: 23,600			WINSTAR			
4.13.35	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		\$24.00	\$30.00	\$18.00	\$32.00	\$35.00				
4.13.36	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		\$24.00	\$30.00	\$18.00	\$32.00	\$35.00				
4.13.37	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		\$24.00	\$30.00	\$18.00	\$32.00	\$35.00				
4.13.38	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday		\$7.00	\$8.00	\$10.00	\$18.00	\$20.00				
4.13.39	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		\$3.00	\$4.00	\$4.00	\$5.00	\$5.00				
4.13.40	6:00 - 10:00 a.m. Saturday or Sunday		\$8.00	\$10.00	\$15.00	\$22.00	\$25.00				
4.13.41	10:00 a.m. - 3:00 p.m. Saturday or Sunday		\$8.00	\$10.00	\$15.00	\$22.00	\$25.00				
4.13.42	3:00 - 7:00 p.m. Saturday or Sunday		\$8.00	\$10.00	\$15.00	\$22.00	\$25.00				
4.13.43	7:00 p.m. - Midnight Saturday or Sunday		\$4.00	\$5.00	\$5.00	\$8.00	\$10.00				
4.13.44	Midnight - 6:00 a.m. Saturday or Sunday		\$2.00	\$2.00	\$4.00	\$5.00	\$5.00				

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BID TABULATION			ZIMMER			CUMULUS			WINSTAR		
33-29JUN17 - RADIO ADVERTISING FOR JOINT COMMUNICATIONS											
4.13.	PROPOSED PRICING										
	Description	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds	
4.13.45	List of Radio Station(s) for cost outlined below:	KTGR - Metro Cum Listener Number: 8,700			KBXR - Metro Cum Listener Number: 20,300						
4.13.46	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		\$13.00	\$16.00	\$14.00	\$18.00	\$20.00				
4.13.47	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		\$13.00	\$16.00	\$14.00	\$18.00	\$20.00				
4.13.48	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		\$13.00	\$16.00	\$14.00	\$18.00	\$20.00				
4.13.49	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday		\$4.00	\$5.00	\$4.00	\$6.00	\$8.00				
4.13.50	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		\$2.00	\$2.00	\$2.00	\$2.00	\$2.00				
4.13.51	6:00 - 10:00 a.m. Saturday or Sunday		\$4.00	\$5.00	\$10.00	\$12.00	\$15.00				
4.13.52	10:00 a.m. - 3:00 p.m. Saturday or Sunday		\$4.00	\$5.00	\$10.00	\$12.00	\$15.00				
4.13.53	3:00 - 7:00 p.m. Saturday or Sunday		\$4.00	\$5.00	\$10.00	\$12.00	\$15.00				
4.13.54	7:00 p.m. - Midnight Saturday or Sunday		\$2.00	\$3.00	\$2.00	\$4.00	\$5.00				
4.13.55	Midnight - 6:00 a.m. Saturday or Sunday		\$2.00	\$2.00	\$1.00	\$1.00	\$1.00				
BID TABULATION			ZIMMER			CUMULUS			WINSTAR		
33-29JUN17 - RADIO ADVERTISING FOR JOINT COMMUNICATIONS											
4.13.	PROPOSED PRICING										
	Description	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds	
4.13.45	List of Radio Station(s) for cost outlined below:	KTXV - Metro Cum Listener Number: 34,500									
4.13.46	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		\$36.00	\$45.00							
4.13.47	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		\$36.00	\$45.00							
4.13.48	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		\$36.00	\$45.00							
4.13.49	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday		\$11.00	\$13.00							
4.13.50	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		\$3.00	\$4.00							
4.13.51	6:00 - 10:00 a.m. Saturday or Sunday		\$16.00	\$20.00							
4.13.52	10:00 a.m. - 3:00 p.m. Saturday or Sunday		\$16.00	\$20.00							
4.13.53	3:00 - 7:00 p.m. Saturday or Sunday		\$16.00	\$20.00							
4.13.54	7:00 p.m. - Midnight Saturday or Sunday		\$10.00	\$12.00							
4.13.55	Midnight - 6:00 a.m. Saturday or Sunday		\$3.00	\$3.00							

372-2017

4.11.	COOP ? (YES OR NO)	YES			YES		
4.12.	MAXIMUM % INCREASE FOR ANY RENEWAL PERIOD FROM THE PREVIOUS YEAR	10%			5%		
Non Responsive:							
Mix Country 36 - did not submit Response Form							
Winstar Interactive Media - submitted digital advertising, not radio advertising. Did not use our Response Form							

**PURCHASE AGREEMENT
FOR
RADIO ADVERTISING TERM AND SUPPLY**

THIS AGREEMENT dated the 22nd day of August 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cumulus Media, Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Radio Advertising Term and Supply**, County of Boone Request for Bid number **33-29JUN17**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Work Authorization Certification, as well as the Contractor's bid response dated **June 29, 2017** and executed by **Mark J. Mills** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - The contract period shall begin on **August 1, 2017 and extend through July 31, 2018**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Radio Advertising rates and services as identified and responded to in the Contractor's Response Form. Advertising will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. Billing and Payment - All billing shall be invoiced to the County department that places the order, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

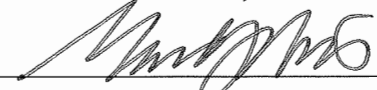
6. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

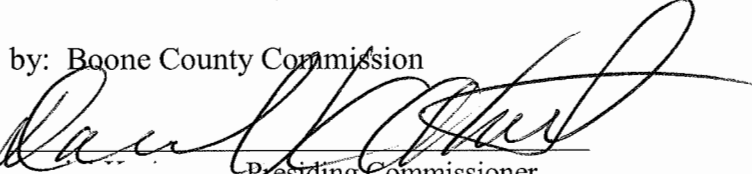
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

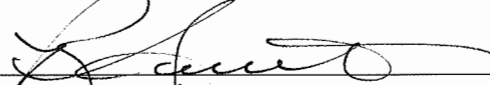
CUMULUS MEDIA, INC.

by 
 title Sales Representative
 address CUMULUS MEDIA, INC
503 OLD HIGHWAY 63 NORTH
COLUMBIA, MO 65201

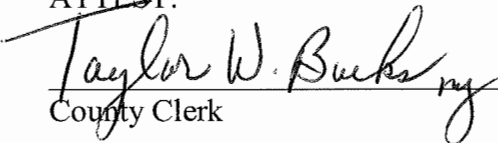
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Presiding Commissioner

APPROVED AS TO FORM:

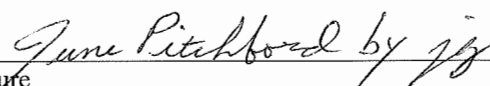

 County Counselor

ATTEST:


 County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

 by jj 08/15/2017 2701-84300 - Term & Supply
 Signature Date Appropriation Account

4. RESPONSE FORM

- 4.1. Company Name: Cumulus Media, Inc.
- 4.2. Address: 503 Old Highway 63 North
- 4.3. City/Zip: Columbia, Mo 65201
- 4.4. Phone Number: 573-449-4141
- 4.5. Fax Number: 573-449-7770
- 4.6. E-mail: mark.mills@cumulus.com
- 4.7. Federal Tax ID: 36-4159663

4.8. **Radio Advertisement Pricing:** The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which has been read and understood, and all of which is made part of this order.

Authorized Representative (Sign by Hand):



Type or Print Signed Name: MARK J. MILLS

Today's Date: 6/29/2017

4.9. Dedicated Customer Service Representative for Radio Advertising: MARK MILLS
Phone: 573-449-4141 ext. 221
E-mail: Mark.Mills@cumulus.com

4.9.1 Dedicated Customer Service Representative for Billing Inquiries: JARED HITZHUZEN
Phone: 573-449-4141 ext. 310
E-mail: jared.hitzhuzen@cumulus.com

4.10. List the Metro Cume Listener Number for each of your proposed radio stations:

<u>KBBM</u>	<u>6,100</u>
<u>KBXZ</u>	<u>20,300</u>
<u>KFZU</u>	<u>10,200</u>
<u>KOQL</u>	<u>38,300</u>
<u>KPLA</u>	<u>23,600</u>

4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes No

4.12. Maximum Percentage Increase for any renewal period from the previous year (per paragraph 2.2.5. Escalator Provision) 5 %

4.13. Proposed Pricing:

	<u>Description</u>	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.1.	List of Radio Station(s) for cost outlined below: <i>KBBM</i>			
4.13.2	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$5	\$8	\$10
4.13.3.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$5	\$8	\$10
4.13.4.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$5	\$8	\$10
4.13.5.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday	\$2	\$4	\$5
4.13.6.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$1	\$1	\$1
4.13.7.	6:00 - 10:00 a.m. Saturday or Sunday	\$2	\$4	\$5
4.13.8.	10:00 a.m. - 3:00 p.m. Saturday or Sunday	\$2	\$4	\$5
4.13.9.	3:00 - 7:00 p.m. Saturday or Sunday	\$2	\$4	\$5
4.13.10.	7:00 p.m. - Midnight Saturday or Sunday	\$1	\$1	\$2
4.13.11.	Midnight - 6:00 a.m. Saturday or Sunday	\$1	\$1	\$1

	<u>Description</u>	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.12.	List of Radio Station(s) for cost outlined below: <i>KFRV</i>			
4.13.13.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$15	\$20	\$25
4.13.14.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$15	\$20	\$25
4.13.15.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$15	\$20	\$25
4.13.16.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday	\$5	\$8	\$10
4.13.17.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$2	\$2	\$2
4.13.18.	6:00 - 10:00 a.m. Saturday or Sunday	\$5	\$10	\$15
4.13.19.	10:00 a.m. - 3:00 p.m. Saturday or Sunday	\$5	\$10	\$15
4.13.20.	3:00 - 7:00 p.m. Saturday or Sunday	\$5	\$10	\$15
4.13.21.	7:00 p.m. - Midnight Saturday or Sunday	\$2	\$4	\$5
4.13.22.	Midnight - 6:00 a.m. Saturday or Sunday	\$2	\$2	\$2

	<u>Description</u>	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.23.	List of Radio Station(s) for cost outlined below: <i>KOOL</i>			
4.13.24.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$18	\$32	\$35
4.13.25.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$18	\$32	\$35
4.13.26.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$18	\$32	\$35
4.13.27.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday	\$10	\$18	\$20
4.13.28.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$4	\$5	\$5
4.13.29.	6:00 - 10:00 a.m. Saturday or Sunday	\$15	\$22	\$25
4.13.30.	10:00 a.m. - 3:00 p.m. Saturday or Sunday	\$15	\$22	\$25
4.13.31.	3:00 - 7:00 p.m. Saturday or Sunday	\$15	\$22	\$25
4.13.32.	7:00 p.m. - Midnight Saturday or Sunday	\$5	\$8	\$10
4.13.33.	Midnight - 6:00 a.m. Saturday or Sunday	\$4	\$5	\$5

	<u>Description</u>	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.34.	List of Radio Station(s) for cost outlined below: <i>KPLA</i>			
4.13.35.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$18	\$32	\$35
4.13.36.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$18	\$32	\$35
4.13.37.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$18	\$32	\$35
4.13.38.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday	\$10	\$18	\$20
4.13.39.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$4	\$5	\$5
4.13.40.	6:00 - 10:00 a.m. Saturday or Sunday	\$15	\$22	\$25
4.13.41.	10:00 a.m. - 3:00 p.m. Saturday or Sunday	\$15	\$22	\$25
4.13.42.	3:00 - 7:00 p.m. Saturday or Sunday	\$15	\$22	\$25
4.13.43.	7:00 p.m. - Midnight Saturday or Sunday	\$5	\$8	\$10
4.13.44.	Midnight - 6:00 a.m. Saturday or Sunday	\$4	\$5	\$5

	<u>Description</u>	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.45.	List of Radio Station(s) for cost outlined below: <i>KBXR</i>			
4.13.46.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$14	\$18	\$20
4.13.47.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$14	\$18	\$20
4.13.48.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$14	\$18	\$20
4.13.49.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday	\$4	\$6	\$8
4.13.50.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday	\$2	\$2	\$2
4.13.51.	6:00 - 10:00 a.m. Saturday or Sunday	\$10	\$12	\$15
4.13.52.	10:00 a.m. - 3:00 p.m. Saturday or Sunday	\$10	\$12	\$15
4.13.53.	3:00 - 7:00 p.m. Saturday or Sunday	\$10	\$12	\$15
4.13.54.	7:00 p.m. - Midnight Saturday or Sunday	\$2	\$4	\$5
4.13.55.	Midnight - 6:00 a.m. Saturday or Sunday	\$1	\$1	\$1

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

County of BOONE)
State of MISSOURI)ss
)

My name is MARK MILLS. I am an authorized agent of Cumulus MEDIA, Inc.

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

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

[Signature] 8/14/2017
Affiant Date

MARK J. MILLS
Printed Name

Subscribed and sworn to before me this 14th day of August 2017

[Signature]
Notary Public

TESSA R. WACKER
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires December 7, 2019
Commission #11276519

Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Cumulus Media Inc & Cumulus Media Partners, LLC (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

Company ID Number:19959

Client Company ID Number:517660

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Malea Turner
Phone Number	(404) 260-6711
Fax Number	
Email Address	malea.turner@cumulus.com



Boone County Purchasing
613 E. Ash, Room 110
Columbia, MO 65201

Request for Bid (RFB)

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **33-29JUN17**
Commodity Title: **Radio Advertising for Joint Communications -
Term and Supply**

DIRECT ANY BID SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Thursday, June 29, 2017**
Time: **1:30 P.M. (Bids received after this time will be returned
unopened)**
Location **Boone County Purchasing Department**
Address: **613 E. Ash St, Room 110
Columbia, MO 65201**
Directions: **The Annex Building is located at the corner of 7th St and Ash
Street.**

Bid Opening

Day / Date: **Thursday, June 29, 2017**
Time: **1:30 P.M.**
Location / Address: **Boone County Purchasing Department
613 E. Ash St, Room 110
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Standard Terms and Conditions
“No Bid Response Form”
Debarment Form
Work Authorization Certification

1. **Introduction and General Conditions of Bidding**
- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - Purchasing* - The Purchasing Department, including its Purchasing Director and staff.
 - Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
 - Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - Supplier* - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County

needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. PRIMARY SPECIFICATIONS:

- 2.1. **SCOPE OF WORK:** It is the intent of Boone County to secure a Term and Supply contract for **Radio Advertising for Boone County Joint Communications** from FCC licensed radio stations.
- 2.1.1. **Contract Duration:** The Contract shall be effective from **date of award through July 31, 2018**. The resulting contract may be automatically renewed for up to four (4) additional one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term. See paragraph 2.2.5. Escalator Provision for future renewal period pricing.
- 2.1.2. **Contract Extension:** The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of six months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.1.2.1. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be asserted for failure of the County to appropriate funds in future contract years.
- 2.1.3. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.2. **GENERAL REQUIREMENTS:**
- 2.2.1. **Work Included:** Provide radio advertising for the Boone County Joint Communications department. Radio advertising will be ordered on an “as needed” basis throughout the contract period.
- 2.2.2. Bidder shall complete pricing on the attached Response Form. Department designee will contact the awarded Contractor throughout the contract term to provide a written “not to exceed” quote for a radio advertisement project. Quote shall be based on this proposed pricing. Unit prices quoted shall not exceed contract prices.
- 2.2.2.1. The written “not to exceed” quote shall contain the following:
- The dates the advertisement will run
 - Time that advertisement will run (i.e. between 6:00 – 10:00 a.m.)
 - Radio station(s) that will broadcast advertisement
 - Total cost of advertisement.
- 2.2.3. It is the responsibility of the contractor(s) to ensure that he has all the information necessary to prepare the quote. The completed quote shall be signed and dated by the contractor and returned to the County designee for review within seven (7) working days after the date of request for advertisement quote. The County reserves the right to reduce the scope of work and request the contractor to submit a revised estimate.
- 2.2.4. **Award:** Awards may be made to multiple responsive and responsible bidders who are best qualified to perform in accordance with the terms and conditions of the contract, and whose metro cume listener number are deemed to be the most advantageous to Boone County’s advertising needs. Selection of which radio stations to advertise with will be made on a case by case basis considering price and metro cume listener number information factors. Boone County reserves the right to consider metro cume listener number and related factors in selecting the most appropriate radio station for placement of departmental advertisements.
- 2.2.4.1. **Award:** Boone County may evaluate and award the bid based on the following criteria:
- metro cume listener number

- b) cost for advertisement
- c) Listening area identified as the needed area to focus advertisement for recruitment
- 2.2.5. **Bid Pricing:** Bidders shall provide pricing for 'per ad' per radio station(s) on the days of the week and times outlined on the Response Form. If additional pages are needed for additional radio stations, please copy the Response Form to create additional pages.
- 2.2.6. **Escalator Provision:** Prices throughout the initial first year of the contract shall remain firm/fixed. Written requests for price revisions after the first-year period shall be submitted to the Purchasing department 45 days prior to renewal and shall not exceed the maximum percentage increase as proposed on the Response Form. The County reserves the right to reject any price increase and to terminate the contract. If revised pricing is not proposed prior to 45 days, the contract will automatically renew at the current term prices.
- 2.2.7. The County does not guarantee any specific amount of usage against this contract. This contract shall cover the County's requirements regardless of the estimated amount listed herein. The contractor shall provide the services on an as needed, if needed basis. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement.
- 2.2.8. **Metro Cume Listener Number:** Bidder shall provide their metro cume listener number for each radio station on the Response Form. This number will represent the total number of listeners for each station. If possible to break-down by County, please do so.
- 2.2.9. **Point of Contact Requirements:** The successful Contractor(s) will be required to provide Boone County with the name(s) and phone number(s) of at least one dedicated customer service representative charged with providing the radio advertising quotes, and at least one company representative charged with handling billing questions and requests.
- 2.2.10. **Order Processing/Billing/Payment:** Boone County Joint Communications will be placing orders directly with the successful contractor(s). The department is to be billed on a monthly basis. Invoices must include an itemized history of each ad placed and the rate charged. Payment will be made within 30 days after receipt of a correct and valid monthly statement. Purchase Order or Contract number should appear on invoices and monthly statements. *Boone County will only pay for rates quoted in the successful bidder's bid response and accepted as part of the resulting contract. Hidden or added charges will not be accepted.*
- 2.2.11. **Designee:** Boone County Joint Communications
- 2.2.12. **Bid/Clarification Contact** – Melinda Bobbitt, CPPO, CPPB, 613 E. Ash Street, Room 111, Columbia, MO 65201. Telephone: (573) 886-4393, Facsimile (573) 886-4390, E-mail: mbobbitt@boonecountymo.org

3. Response Presentation and Review

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Responses **MUST** be submitted in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the Response Form.
- 3.2 **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) signed complete copies** of Response in a single sealed envelope, clearly marked on the outside with bidder's company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>. Then select "Purchasing" along the left.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from the County's database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. **Work Authorization Certification Form** - If contract is in excess of \$5,000.00, Contractor will be required to complete a Work Authorization Certification Form.

4. RESPONSE FORM

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-mail: _____

4.7. Federal Tax ID: _____

4.8. **Radio Advertisement Pricing:** The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which has been read and understood, and all of which is made part of this order.

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Today's Date: _____

4.9. Dedicated Customer Service Representative for Radio Advertising:
Phone:
E-mail:

4.9.1 Dedicated Customer Service Representative for Billing Inquiries:
Phone:
E-mail:

4.10. List the Metro Cume Listener Number for each of your proposed radio stations:

- 4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No
- 4.12. Maximum Percentage Increase for any renewal period from the previous year (per paragraph 2.2.5. Escalator Provision) _____%

4.13. Proposed Pricing:

	Description	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.1.	List of Radio Station(s) for cost outlined below:			
4.13.2	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.3.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.4.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.5.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.6.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.7.	6:00 - 10:00 a.m. Saturday or Sunday			
4.13.8.	10:00 a.m. - 3:00 p.m. Saturday or Sunday			
4.13.9.	3:00 - 7:00 p.m. Saturday or Sunday			
4.13.10.	7:00 p.m. - Midnight Saturday or Sunday			
4.13.11.	Midnight - 6:00 a.m. Saturday or Sunday			

	Description	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.12.	List of Radio Station(s) for cost outlined below:			
4.13.13.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.14.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.15.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.16.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.17.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.18.	6:00 - 10:00 a.m. Saturday or Sunday			
4.13.19.	10:00 a.m. - 3:00 p.m. Saturday or Sunday			
4.13.20.	3:00 - 7:00 p.m. Saturday or Sunday			
4.13.21.	7:00 p.m. - Midnight Saturday or Sunday			
4.13.22.	Midnight - 6:00 a.m. Saturday or Sunday			

	Description	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.23.	List of Radio Station(s) for cost outlined below:			
4.13.24.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.25.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.26.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.27.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.28.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.29.	6:00 - 10:00 a.m. Saturday or Sunday			
4.13.30.	10:00 a.m. - 3:00 p.m. Saturday or Sunday			
4.13.31.	3:00 - 7:00 p.m. Saturday or Sunday			
4.13.32.	7:00 p.m. - Midnight Saturday or Sunday			
4.13.33.	Midnight - 6:00 a.m. Saturday or Sunday			

	Description	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.34.	List of Radio Station(s) for cost outlined below:			
4.13.35.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.36.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.37.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.38.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.39.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.40.	6:00 - 10:00 a.m. Saturday or Sunday			
4.13.41.	10:00 a.m. - 3:00 p.m. Saturday or Sunday			
4.13.42.	3:00 - 7:00 p.m. Saturday or Sunday			
4.13.43.	7:00 p.m. - Midnight Saturday or Sunday			
4.13.44.	Midnight - 6:00 a.m. Saturday or Sunday			

	Description	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.45.	List of Radio Station(s) for cost outlined below:			
4.13.46.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.47.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.48.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.49.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.50.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.51.	6:00 - 10:00 a.m. Saturday or Sunday			
4.13.52.	10:00 a.m. - 3:00 p.m. Saturday or Sunday			
4.13.53.	3:00 - 7:00 p.m. Saturday or Sunday			
4.13.54.	7:00 p.m. - Midnight Saturday or Sunday			
4.13.55.	Midnight - 6:00 a.m. Saturday or Sunday			

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Boone County Purchasing
613 E. Ash St, Room 110
Columbia, MO 65201

“No Bid” Response Form

Melinda Bobbitt, CPPO, Director of Purchasing
(573) 886-4391- Fax: (573) 886-4390

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 33-29JUN17 – Radio Advertising for Boone County Joint Communications

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

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

County of _____)
)ss
State of _____)

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

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

_____ Date
Affiant

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20 __.

Notary Public

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.

**PURCHASE AGREEMENT
FOR
RADIO ADVERTISING TERM AND SUPPLY**

THIS AGREEMENT dated the 22nd day of August 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Zimmer Radio of Mid-Missouri, Inc., d/b/a Zimmer Radio & Marketing Group**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Radio Advertising Term and Supply**, County of Boone Request for Bid, #33-29JUN17, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Work Authorization Certification, as well as the Contractor's bid response dated June 21, 2017 and executed by Carrie Lorenz on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - The contract period shall begin on **August 1, 2017 and extend through July 31, 2018**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Radio Advertising rates and services as identified and responded to in the Contractor's Response Form. Advertising will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. Billing and Payment - All billing shall be invoiced to the County department that places the order, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

6. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

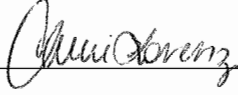
372-2017

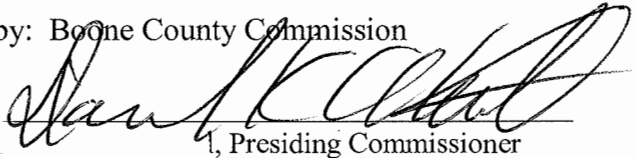
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

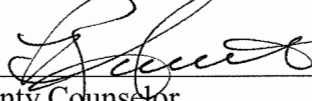
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

ZIMMER RADIO OF MID-MISSOURI, INC. BOONE COUNTY, MISSOURI
d/b/a Zimmer Radio & Marketing Group

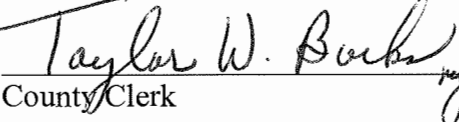
by 
 title Director of Sales
 address 3215 Lemone Industrial Blvd. Ste 200
Columbia, MO 65201

by: Boone County Commission

 Presiding Commissioner

APPROVED AS TO FORM:

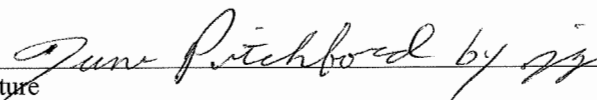

 County Counselor

ATTEST:


 County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

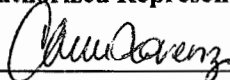
 by jj 08/15/2017 2701-84300 – Term & Supply
 Signature Date Appropriation Account

4. RESPONSE FORM

- 4.1. Company Name: Zimmer Radio + Marketing Group
- 4.2. Address: 3215 Lehman Industrial Blvd, Ste 200
- 4.3. City/Zip: Columbia, MO 65201
- 4.4. Phone Number: 573-875-1099
- 4.5. Fax Number: 573-875-2439
- 4.6. E-mail: sales@zrgmail.com
- 4.7. Federal Tax ID: 43-1613858

4.8. **Radio Advertisement Pricing:** The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which has been read and understood, and all of which is made part of this order.

Authorized Representative (Sign by Hand):



Type or Print Signed Name:

Carrie Lorenz

Today's Date: 6/21/17

- 4.9. Dedicated Customer Service Representative for Radio Advertising:
Phone: 573-875-1099
E-mail: clorenz@zrgmail.com
- 4.9.1 Dedicated Customer Service Representative for Billing Inquiries:
Phone: 573-875-1099
E-mail: rjames@zrgmail.com
- 4.10. List the Metro Cume Listener Number for each of your proposed radio stations:
KTXU = 34,500
KCLR = 26,800
KCMQ = 22,700
KSSZ = 13,100
KTGR = 8,700
KATI = 7,700

* These #s are 1st metro per week *

- 4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes No
- 4.12. Maximum Percentage Increase for any renewal period from the previous year (per paragraph 2.2.5. Escalator Provision) 10 %

	<u>Description</u>	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.34.	List of Radio Station(s) for cost outlined below:		KATI	KATI
4.13.35.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		20	35
4.13.36.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		20	35
4.13.37.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		20	35
4.13.38.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday		8	10
4.13.39.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		2	2
4.13.40.	6:00 - 10:00 a.m. Saturday or Sunday		11	14
4.13.41.	10:00 a.m. - 3:00 p.m. Saturday or Sunday		11	14
4.13.42.	3:00 - 7:00 p.m. Saturday or Sunday		11	14
4.13.43.	7:00 p.m. - Midnight Saturday or Sunday		4	8
4.13.44.	Midnight - 6:00 a.m. Saturday or Sunday		2	2

	<u>Description</u>	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.12.	List of Radio Station(s) for cost outlined below:		KCLR	KCLR
4.13.13.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		58	72
4.13.14.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		58	72
4.13.15.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		58	72
4.13.16.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday		11	14
4.13.17.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		5	4
4.13.18.	6:00 - 10:00 a.m. Saturday or Sunday		20	25
4.13.19.	10:00 a.m. - 3:00 p.m. Saturday or Sunday		20	25
4.13.20.	3:00 - 7:00 p.m. Saturday or Sunday		20	25
4.13.21.	7:00 p.m. - Midnight Saturday or Sunday		10	12
4.13.22.	Midnight - 6:00 a.m. Saturday or Sunday		5	4

	<u>Description</u>	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.23.	List of Radio Station(s) for cost outlined below:		KCMQ	KCMQ
4.13.24.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		31	39
4.13.25.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		31	39
4.13.26.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		31	39
4.13.27.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday		7	9
4.13.28.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		3	3
4.13.29.	6:00 - 10:00 a.m. Saturday or Sunday		11	14
4.13.30.	10:00 a.m. - 3:00 p.m. Saturday or Sunday		11	14
4.13.31.	3:00 - 7:00 p.m. Saturday or Sunday		11	14
4.13.32.	7:00 p.m. - Midnight Saturday or Sunday		9	11
4.13.33.	Midnight - 6:00 a.m. Saturday or Sunday		3	3

	<u>Description</u>	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.45.	List of Radio Station(s) for cost outlined below:		KSSZ	KSSZ
4.13.46.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		24	30
4.13.47.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		24	30
4.13.48.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		24	30
4.13.49.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday		7	8
4.13.50.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		3	4
4.13.51.	6:00 - 10:00 a.m. Saturday or Sunday		8	10
4.13.52.	10:00 a.m. - 3:00 p.m. Saturday or Sunday		8	10
4.13.53.	3:00 - 7:00 p.m. Saturday or Sunday		8	10
4.13.54.	7:00 p.m. - Midnight Saturday or Sunday		4	5
4.13.55.	Midnight - 6:00 a.m. Saturday or Sunday		2	2

	<u>Description</u>	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.45.	List of Radio Station(s) for cost outlined below:		KTOLR	KFGK
4.13.46.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		13	14
4.13.47.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		13	14
4.13.48.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		13	14
4.13.49.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday		4	5
4.13.50.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		2	2
4.13.51.	6:00 - 10:00 a.m. Saturday or Sunday		4	5
4.13.52.	10:00 a.m. - 3:00 p.m. Saturday or Sunday		4	5
4.13.53.	3:00 - 7:00 p.m. Saturday or Sunday		4	5
4.13.54.	7:00 p.m. - Midnight Saturday or Sunday		2	3
4.13.55.	Midnight - 6:00 a.m. Saturday or Sunday		2	2

4.13. Proposed Pricing:

	<u>Description</u>	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.1.	List of Radio Station(s) for cost outlined below:		KTXH	KTXM
4.13.2	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		3¢	4¢
4.13.3.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		3¢	4¢
4.13.4.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday		3¢	4¢
4.13.5.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday		11	13
4.13.6.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday		3	4
4.13.7.	6:00 - 10:00 a.m. Saturday or Sunday		1¢	20
4.13.8.	10:00 a.m. - 3:00 p.m. Saturday or Sunday		1¢	20
4.13.9.	3:00 - 7:00 p.m. Saturday or Sunday		1¢	20
4.13.10.	7:00 p.m. - Midnight Saturday or Sunday		10	12
4.13.11.	Midnight - 6:00 a.m. Saturday or Sunday		3	3

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Rebecca James Business Manager
Name and Title of Authorized Representative

Rebecca James Signature 6/21/17 Date

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

County of Boone)
State of Missouri)ss
)

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

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

Rebecca James 6/21/17
Affiant Date

Rebecca James
Printed Name

Subscribed and sworn to before me this 21 day of June, 2017.

Stephanie Boltz
Notary Public

STEPHANIE BOLTZ
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
My Commission Expires: December 8, 2018
Commission #14631949

Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.



Boone County Purchasing
613 E. Ash, Room 110
Columbia, MO 65201

Request for Bid (RFB)

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **33-29JUN17**
Commodity Title: **Radio Advertising for Joint Communications -
Term and Supply**

DIRECT ANY BID SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Thursday, June 29, 2017**
Time: **1:30 P.M. (Bids received after this time will be returned
unopened)**
Location **Boone County Purchasing Department**
Address: **613 E. Ash St, Room 110
Columbia, MO 65201**
Directions: **The Annex Building is located at the corner of 7th St and Ash
Street.**

Bid Opening

Day / Date: **Thursday, June 29, 2017**
Time: **1:30 P.M.**
Location / Address: **Boone County Purchasing Department
613 E. Ash St, Room 110
Columbia, MO 65201**

Bid Contents

- 1.0: Introduction and General Conditions of Bidding**
 - 2.0: Primary Specifications**
 - 3.0: Response Presentation and Review**
 - 4.0: Response Form**
- Standard Terms and Conditions**
“No Bid Response Form”
Debarment Form
Work Authorization Certification

1. **Introduction and General Conditions of Bidding**
 - 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
 - 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - Purchasing* - The Purchasing Department, including its Purchasing Director and staff.
 - Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
 - Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - Supplier* - All business/s entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
 - 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
 - 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County

needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. PRIMARY SPECIFICATIONS:

- 2.1. **SCOPE OF WORK:** It is the intent of Boone County to secure a Term and Supply contract for **Radio Advertising for Boone County Joint Communications** from FCC licensed radio stations.
- 2.1.1. **Contract Duration:** The Contract shall be effective from **date of award through July 31, 2018**. The resulting contract may be automatically renewed for up to four (4) additional one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term. See paragraph 2.2.5. Escalator Provision for future renewal period pricing.
- 2.1.2. **Contract Extension:** The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of six months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.1.2.1. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be asserted for failure of the County to appropriate funds in future contract years.
- 2.1.3. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.2. **GENERAL REQUIREMENTS:**
- 2.2.1. **Work Included:** Provide radio advertising for the Boone County Joint Communications department. Radio advertising will be ordered on an “as needed” basis throughout the contract period.
- 2.2.2. Bidder shall complete pricing on the attached Response Form. Department designee will contact the awarded Contractor throughout the contract term to provide a written “not to exceed” quote for a radio advertisement project. Quote shall be based on this proposed pricing. Unit prices quoted shall not exceed contract prices.
- 2.2.2.1. The written “not to exceed” quote shall contain the following:
- The dates the advertisement will run
 - Time that advertisement will run (i.e. between 6:00 – 10:00 a.m.)
 - Radio station(s) that will broadcast advertisement
 - Total cost of advertisement.
- 2.2.3. It is the responsibility of the contractor(s) to ensure that he has all the information necessary to prepare the quote. The completed quote shall be signed and dated by the contractor and returned to the County designee for review within seven (7) working days after the date of request for advertisement quote. The County reserves the right to reduce the scope of work and request the contractor to submit a revised estimate.
- 2.2.4. **Award:** Awards may be made to multiple responsive and responsible bidders who are best qualified to perform in accordance with the terms and conditions of the contract, and whose metro cume listener number are deemed to be the most advantageous to Boone County’s advertising needs. Selection of which radio stations to advertise with will be made on a case by case basis considering price and metro cume listener number information factors. Boone County reserves the right to consider metro cume listener number and related factors in selecting the most appropriate radio station for placement of departmental advertisements.
- 2.2.4.1. **Award:** Boone County may evaluate and award the bid based on the following criteria:
- metro cume listener number

- b) cost for advertisement
- c) Listening area identified as the needed area to focus advertisement for recruitment
- 2.2.5. **Bid Pricing:** Bidders shall provide pricing for 'per ad' per radio station(s) on the days of the week and times outlined on the Response Form. If additional pages are needed for additional radio stations, please copy the Response Form to create additional pages.
- 2.2.6. **Escalator Provision:** Prices throughout the initial first year of the contract shall remain firm/fixed. Written requests for price revisions after the first-year period shall be submitted to the Purchasing department 45 days prior to renewal and shall not exceed the maximum percentage increase as proposed on the Response Form. The County reserves the right to reject any price increase and to terminate the contract. If revised pricing is not proposed prior to 45 days, the contract will automatically renew at the current term prices.
- 2.2.7. The County does not guarantee any specific amount of usage against this contract. This contract shall cover the County's requirements regardless of the estimated amount listed herein. The contractor shall provide the services on an as needed, if needed basis. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement.
- 2.2.8. **Metro Cume Listener Number:** Bidder shall provide their metro cume listener number for each radio station on the Response Form. This number will represent the total number of listeners for each station. If possible to break-down by County, please do so.
- 2.2.9. **Point of Contact Requirements:** The successful Contractor(s) will be required to provide Boone County with the name(s) and phone number(s) of at least one dedicated customer service representative charged with providing the radio advertising quotes, and at least one company representative charged with handling billing questions and requests.
- 2.2.10. **Order Processing/Billing/Payment:** Boone County Joint Communications will be placing orders directly with the successful contractor(s). The department is to be billed on a monthly basis. Invoices must include an itemized history of each ad placed and the rate charged. Payment will be made within 30 days after receipt of a correct and valid monthly statement. Purchase Order or Contract number should appear on invoices and monthly statements. *Boone County will only pay for rates quoted in the successful bidder's bid response and accepted as part of the resulting contract. Hidden or added charges will not be accepted.*
- 2.2.11. **Designee:** Boone County Joint Communications
- 2.2.12. **Bid/Clarification Contact** – Melinda Bobbitt, CPPO, CPPB, 613 E. Ash Street, Room 111, Columbia, MO 65201. Telephone: (573) 886-4393, Facsimile (573) 886-4390, E-mail: mbobbitt@boonecountymmo.org

3. Response Presentation and Review

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Responses **MUST** be submitted in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the Response Form.
- 3.2 **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1 **Submittal Package** - Submit, to the location specified on the title page, **three (3) signed complete copies** of Response in a single sealed envelope, clearly marked on the outside with bidder's company name and return address, the proposal number and the due date and time.
- 3.2.2 **Advice of Award** - Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>. Then select "Purchasing" along the left.
- 3.3 **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1 **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from the County's database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4 **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1 **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5 **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1 **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2 **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3 **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4 **Work Authorization Certification Form** - If contract is in excess of \$5,000.00, Contractor will be required to complete a Work Authorization Certification Form.

4. RESPONSE FORM

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. E-mail: _____
- 4.7. Federal Tax ID: _____

4.8. **Radio Advertisement Pricing:** The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which has been read and understood, and all of which is made part of this order.

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Today's Date: _____

4.9. Dedicated Customer Service Representative for Radio Advertising:
Phone:
E-mail:

4.9.1 Dedicated Customer Service Representative for Billing Inquiries:
Phone:
E-mail:

4.10. List the Metro Cume Listener Number for each of your proposed radio stations:

- 4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No
- 4.12. Maximum Percentage Increase for any renewal period from the previous year (per paragraph 2.2.5. Escalator Provision) _____%

4.13. Proposed Pricing:

	Description	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.1.	List of Radio Station(s) for cost outlined below:			
4.13.2	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.3.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.4.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.5.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.6.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.7.	6:00 - 10:00 a.m. Saturday or Sunday			
4.13.8.	10:00 a.m. - 3:00 p.m. Saturday or Sunday			
4.13.9.	3:00 - 7:00 p.m. Saturday or Sunday			
4.13.10.	7:00 p.m. - Midnight Saturday or Sunday			
4.13.11.	Midnight - 6:00 a.m. Saturday or Sunday			

	<u>Description</u>	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.12.	List of Radio Station(s) for cost outlined below:			
4.13.13.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.14.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.15.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.16.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.17.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.18.	6:00 - 10:00 a.m. Saturday or Sunday			
4.13.19.	10:00 a.m. - 3:00 p.m. Saturday or Sunday			
4.13.20.	3:00 - 7:00 p.m. Saturday or Sunday			
4.13.21.	7:00 p.m. - Midnight Saturday or Sunday			
4.13.22.	Midnight - 6:00 a.m. Saturday or Sunday			

	Description	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.23.	List of Radio Station(s) for cost outlined below:			
4.13.24.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.25.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.26.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.27.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.28.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.29.	6:00 - 10:00 a.m. Saturday or Sunday			
4.13.30.	10:00 a.m. - 3:00 p.m. Saturday or Sunday			
4.13.31.	3:00 - 7:00 p.m. Saturday or Sunday			
4.13.32.	7:00 p.m. - Midnight Saturday or Sunday			
4.13.33.	Midnight - 6:00 a.m. Saturday or Sunday			

	Description	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.34.	List of Radio Station(s) for cost outlined below:			
4.13.35.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.36.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.37.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.38.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.39.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.40.	6:00 - 10:00 a.m. Saturday or Sunday			
4.13.41.	10:00 a.m. - 3:00 p.m. Saturday or Sunday			
4.13.42.	3:00 - 7:00 p.m. Saturday or Sunday			
4.13.43.	7:00 p.m. - Midnight Saturday or Sunday			
4.13.44.	Midnight - 6:00 a.m. Saturday or Sunday			

	Description	<u>Cost/ad for 15 Seconds</u>	<u>Cost/ad for 30 Seconds</u>	<u>Cost/ad for 60 Seconds</u>
4.13.45.	List of Radio Station(s) for cost outlined below:			
4.13.46.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.47.	10:00 a.m. - 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.48.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.49.	7:00 p.m. - Midnight Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.50.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.51.	6:00 - 10:00 a.m. Saturday or Sunday			
4.13.52.	10:00 a.m. - 3:00 p.m. Saturday or Sunday			
4.13.53.	3:00 - 7:00 p.m. Saturday or Sunday			
4.13.54.	7:00 p.m. - Midnight Saturday or Sunday			
4.13.55.	Midnight - 6:00 a.m. Saturday or Sunday			

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Boone County Purchasing
613 E. Ash St, Room 110
Columbia, MO 65201

"No Bid" Response Form

Melinda Bobbitt, CPPO, Director of Purchasing
(573) 886-4391- Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 33-29JUN17 – Radio Advertising for Boone County Joint Communications

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of August

20 17

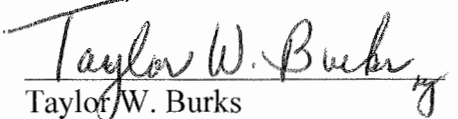
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Sheriff's Department to increase the budget for the 2017 portion of the 2017/2018 Cyber Crimes grant.

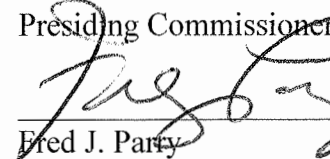
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1253	10100	Cyber Crimes	Salary & Wages		59,388
1253	10200	Cyber Crimes	FICA		5,360
1253	10300	Cyber Crimes	Medical		6,685
1253	10400	Cyber Crimes	W/C		1,703
1253	10500	Cyber Crimes	401A		800
1253	10110	Cyber Crimes	Overtime		10,675
1253	23850	Cyber Crimes	Minor Equipment		1,630
1253	37210	Cyber Crimes	Training/Schools		200
1253	37220	Cyber Crimes	Travel		892
1253	37230	Cyber Crimes	Meals/Lodging		1,260
1253	48050	Cyber Crimes	Cellular/mobile device svc.		285
1253	70050	Cyber Crimes	Software Service Cont.		25,943
1253	71100	Cyber Crimes	Outside Services		850
1253	92300	Cyber Crimes	Replacement Equipment		13,700
1253	3451	Cyber Crimes	State Grant Reimbursement		129,371
					258,742

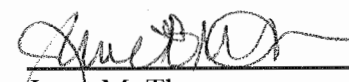
Done this 22nd day of August, 2017.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

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

7/26/17

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1253	10100	Cyber Crimes	Salary & Wages		59,388 ✓
1253	10200	Cyber Crimes	FICA		5,360 ✓
1253	10300	Cyber Crimes	Medical		6,685 ✓
1253	10400	Cyber Crimes	W/C		1,703 ✓
1253	10500	Cyber Crimes	401A		800 ✓
1253	10110	Cyber Crimes	Overtime		10,675 ✓
1253	23850	Cyber Crimes	Minor Equip		1,630 ✓
1253	37210	Cyber Crimes	Training/Schools		200 ✓
1253	37220	Cyber Crimes	Travel		892 ✓
1253	37230	Cyber Crimes	Meals/Lodging		1,260 ✓
1253	48050	Cyber Crimes	Cellular/mobile device service		285 ✓
1253	70050	Cyber Crimes	Software Service Cont		25,943 ✓
1253	71100	Cyber Crimes	Outside services		850 ✓
1253	92300	Cyber Crimes	Repl Equipment		13,700 ✓
1253	3451	Cyber Crimes	State Grant Reimb		129,371 ✓
				258,742	

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

To increase cyber crimes by the 2017 portion of the 2017/2018 grant.

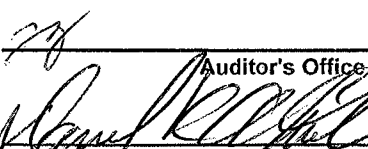
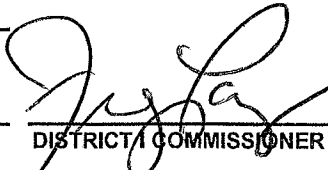
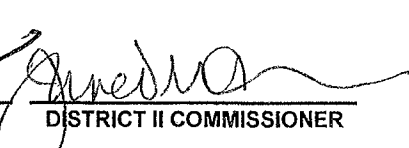


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: 2017 State Cyber Crimes Grant

Agenda

 Auditor's Office PRESIDING COMMISSIONER	 DISTRICT I COMMISSIONER	 DISTRICT II COMMISSIONER
--	--	--

BUDGET AMENDMENT PROCEDURES

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

ITEM	CYBER CRIMES GRANT			JUNE 1, 2017 - MAY 31, 2018		
	TOTAL	DEPARTMENT	ACCOUNT	2017	2018	TOTAL
SALARY	\$ 102,939.98	1253	10100	\$ 59,388.45	\$ 43,551.53	\$ 102,939.98
FICA		1253	10200	\$ 4,543.22	\$ 3,331.69	\$ 7,874.91
MEDICAL INSURANCE CB	\$ 5,280.00	1253	10300	\$ 3,080.00	\$ 2,200.00	\$ 5,280.00
MEDICAL INSURANCE AE	\$ 6,180.00	1253	10300	\$ 3,605.00	\$ 2,575.00	\$ 6,180.00
PENSION/RETIREMENT		1253	10500	\$ 800.00	\$ 500.00	\$ 1,300.00
W/C		1253	10400	\$ 1,443.14	\$ 1,058.30	\$ 2,501.44
OVERTIME AE	\$ 2,215.80	1253	10110	\$ 1,278.35	\$ 937.45	\$ 2,215.80
OVERTIME CB	\$ 8,954.40	1253	10110	\$ 5,166.00	\$ 3,788.40	\$ 8,954.40
OVERTIME TP	\$ 7,333.20	1253	10110	\$ 4,230.69	\$ 3,102.51	\$ 7,333.20
FICA ON OVERTIME	\$ 1,415.51	1253	10200	\$ 816.64	\$ 598.87	\$ 1,415.51
W/C ON OVERTIME	\$ 449.63	1253	10400	\$ 259.40	\$ 190.23	\$ 449.63
2018 NAT CHILD EXPLOIT AIRFARE	\$ 1,910.00	1253	37220		\$ 1,910.00	\$ 1,910.00
2018 NAT CHILD EXPLOIT AIR PARK	\$ 40.00	1253	37220		\$ 40.00	\$ 40.00
2018 NAT CHILD EXPLOIT LODGING	\$ 2,800.00	1253	37230		\$ 2,800.00	\$ 2,800.00
2018 NAT CHILD EXPLOIT MEALS	\$ 1,000.00	1253	37230		\$ 1,000.00	\$ 1,000.00
CELLEBRITE CCME RECERT CB	\$ 199.00	1253	37210	\$ 199.00		\$ 199.00
IACIS MOBILE FORENSICS AIRFARE/BAGGAGE	\$ 600.00	1253	37220		\$ 600.00	\$ 600.00
IACIS MOBILE FORENSICS AIR PARKING	\$ 48.00	1253	37220		\$ 48.00	\$ 48.00
IACIS MOBILE FORENSICS FUEL	\$ 50.00	1253	37220		\$ 50.00	\$ 50.00
IACIS MOBILE FORENSICS LODGING	\$ 600.00	1253	37230		\$ 600.00	\$ 600.00
IACIS MOBILE FORENSICS MEALS	\$ 180.00	1253	37230		\$ 180.00	\$ 180.00
IACIS MOBILE FORENSICS REG	\$ 1,495.00	1253	37210		\$ 1,495.00	\$ 1,495.00
IACIS MOBILE FORENSICS RENTAL CAR	\$ 280.00	1253	37220		\$ 280.00	\$ 280.00
ICAC AIRFARE/BAGGAGE	\$ 500.00	1253	37220	\$ 500.00		\$ 500.00
ICAC AIR PARKING	\$ 32.00	1253	37220	\$ 32.00		\$ 32.00
ICAC FUEL	\$ 60.00	1253	37220	\$ 60.00		\$ 60.00
ICAC MEALS	\$ 220.00	1253	37230	\$ 220.00		\$ 220.00
ICAC RENTAL CAR	\$ 300.00	1253	37220	\$ 300.00		\$ 300.00
ICAC LODGING	\$ 1,040.00	1253	37230	\$ 1,040.00		\$ 1,040.00
DX FORENSIC WORKSTATION	\$ 13,699.00	1253	92300	\$ 13,699.00		\$ 13,699.00
HARD DRIVES 10TB	\$ 830.00	1253	23850	\$ 830.00		\$ 830.00
HARD DRIVES 5TB	\$ 800.00	1253	23850	\$ 800.00		\$ 800.00
ANTI VIRUS SOFTWARE	\$ 240.00	1253	70050		\$ 240.00	\$ 240.00
DOMAIN REGISTRATION	\$ 12.00	1253	71100	\$ 12.00		\$ 12.00
WEBSITE HOSTING	\$ 278.39	1253	71100	\$ 278.39		\$ 278.39
ACCESSDATA FTK LICENSE	\$ 2,238.00	1253	70050	\$ 2,238.00		\$ 2,238.00
ADF DIGITAL EVIDENCE SOFTWARE	\$ 1,563.00	1253	70050	\$ 1,563.00		\$ 1,563.00
AIR CARD	\$ 487.20	1253	48050	\$ 284.20	\$ 203.00	\$ 487.20
CELLEBRITE LICENSE RENEWAL	\$ 6,197.98	1253	70050	\$ 6,197.98		\$ 6,197.98
CELLEBRITE UFED CLOUD ANALYZER SOFTWARE	\$ 7,999.00	1253	70050	\$ 7,999.00		\$ 7,999.00
DEPSPAR DISK IMAGER SOFTWARE	\$ 3,350.00	1253	70050	\$ 3,350.00		\$ 3,350.00
GETDATA FORENSIC EXPLORER SOFTWARE	\$ 1,345.00	1253	70050	\$ 1,345.00		\$ 1,345.00
IACIS MEMBERSHIP	\$ 75.00	1253	37000		\$ 75.00	\$ 75.00
INTERNET SERVICE	\$ 959.28	1253	71100	\$ 559.58	\$ 399.70	\$ 959.28
MAGNET FORENSICS IEF SOFTWARE	\$ 3,250.00	1253	70050	\$ 3,250.00		\$ 3,250.00
TOTALS				\$ 129,368.04	\$ 71,754.68	\$ 201,122.72
			Row Labels	Sum of 2017		
			10100	59,388.45		
			10110	10,675.04		
			10200	5,359.86		
			10300	6,685.00		
			10400	1,702.54		
			10500	800.00		
			23850	1,630.00		
			37000			
			37210	199.00		
			37220	892.00		
			37230	1,260.00		
			48050	284.20		
			70050	25,942.98		
			71100	849.97		
			92300	13,699.00		
			Grand Total	129,368.04		



Application

79518 - 2018 SCCG - Final Application

79826 - Boone County Sheriff's Department Cyber Crimes Task Force
State Cyber Crime Grant (SCCG)

Status:	Awarded	Original Submitted Date:	04/06/2017 1:38 PM
		Last Submitted Date:	06/27/2017 4:53 PM

Applicant Information

Primary Contact:

Name:*	Detective	Tracy	Perkins
	Title	First Name	Last Name
Job Title:*	Detective		
Email:*	TWest@boonecountymo.org		
Mailing Address:*	2121 County Drive		
Street Address 1:			
Street Address 2:			
*	Columbia	Missouri	65202
	City	State/Province	Postal Code/Zip
Phone:*	573-442-4598		
Fax:*	573-442-5672		Ext.

Organization Information

Applicant Agency:*	Boone County, Cyber Task Force	
Organization Type:*	Government	
Federal Tax ID#:*	436000349	
DUNS #:*	182739177	
CCR Code:	4KKC8	09/25/2015 Valid Until Date
Organization Website:	www.showmeboone.com	
Mailing Address:*	801 E. Walnut Street	

Street Address 1:**Street Address 2:**

City*	Columbia City	Missouri State/Province	65201 Postal Code/Zip	7732 + 4
County:*	Boone			
Congressional District:*	04			
Phone:*	573-886-4305			Ext.
Fax:*	573-886-4311			

Contact Information**Authorized Official**

The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract. Refer to the above mentioned Grant Solicitation for further instructions.

Name:*	Mr.	Daniel	Atwill
	Title	First Name	Last Name
Job Title:*	Presiding Commissioner		
Agency:*	Boone County Commission		
Mailing Address:*	801 East Walnut Street Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.		
Street Address 1:	If a PO Box is entered on the Mailing Address line, enter the physical street address here.		
Street Address 2:			
City/State/Zip:*	Columbia City	Missouri State	65201 Zip
Email:*	datwill@boonecountymmo.org		
Phone:*	573-886-4305		
	Ext.		
Fax:*	573-886-4311		

Project Director

The Project Director is the individual that will have direct oversight of the proposed project. Refer to the above mentioned Grant Solicitation for further instructions.

Name:*	Sheriff	Dwayne	Carey
	Title	First Name	Last Name
Job Title:*	Sheriff		
Agency:*	Boone County Sheriff's Department		
Mailing Address:*	2121 County Drive Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.		
Street Address 1:	If a PO Box is entered on the Mailing Address line, enter the physical street address here.		

Street Address 2:

City/State/Zip:* Columbia Missouri 65202
 City State Zip

Email:* dcarey@boonecountymo.org

Phone:* 573-875-1111 6219
 Ext.

Fax:* 573-874-8953

Fiscal Officer

The Fiscal Officer is the individual who has responsibility for accounting and audit issues at the applicant agency level. Refer to the above mentioned Grant Solicitation for further instructions.

Name:* Mr. Tom Darrough
 Title First Name Last Name

Job Title:* County Treasurer

Agency:* Boone County Treasurer's Office

Mailing Address:* 801 East Walnut Street
 Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:
 If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:* Columbia Missouri 65201
 City State Zip

Email:* tdarrough@boonecountymo.org

Phone:* 573-886-4367
 Ext.

Fax* 573-886-4369

Officer in Charge

The Officer in Charge is the individual that will act as the supervisor or commander of the proposed project.

Name:* Detective Tracy Perkins
 Title First Name Last Name

Job Title:* Task Force Coordinator

Agency:* Boone County Sheriff's Department

Mailing Address:* 2121 County Drive
 Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:
 If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:* Columbia Missouri 65202
 City State Zip

Email:* twest@boonecountymo.org

Phone:* 573-442-4598

Ext.

Fax:* 573-442-5672

Project Summary

Application Type:* Continuation

Current Subaward Number(s): 2017-SCCG-001

Program Category:* Law Enforcement

Project Type:* Regional

Geographic Area:* Boone County, including the cities of Columbia, Centralia, Ashland, Sturgeon, Hartsburg, Rocheport, Hallsville, and Harrisburg. Other Counties include Audrain, Callaway, Cole, Cooper, Howard, and Randolph. The largest cities in these counties are Mexico, Fulton, Jefferson City, Boonville, Fayette, and Moberly respectively. Located in Central Missouri.

Brief Summary:* The major focus of the Boone County Sheriff's Department Cyber Crimes Task Force is the detection and investigation of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children for prostitution, cyber bullying, obscenity directed towards minors, and other crimes perpetrated through the use of computers, the Internet, or other electronic media.

The Task Force also provides forensic examinations of computers and other electronic media to law enforcement agencies and prosecuting attorneys.

To improve public safety, investigators assigned to this Task Force participate in public awareness and education programs to educate schools, parents, the community and other law enforcement agencies about the dangers of the Internet.

Program Income Generated:* Yes

Personnel

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Funding Requested	Total Cost
Andy Evans	Detective	Retained	FT	\$1,969.82	26.0	100.0	\$51,215.32
Cody Bounds	Detective	Retained	FT	\$1,989.41	26.0	100.0	\$51,724.66
							\$102,939.98

30159.23 per person
 1719.62 per weeks

Personnel Justification

~~2017~~ in 2017
 2017 \$63,347.68
 30 weeks \$59,388.45 2017
 22 weeks \$43,551.53 2018

Personnel Justification

If personnel is not included in the budget, skip this section.

If personnel is included in the budget, provide the following justification for each position (preferably in the same order as the position is listed in the budget category):

If the position is **new (created)**:

- Provide a description of the job responsibilities the individual will be expected to perform
- Where applicable to the posted position, identify any experience and/or certification that will be expected of the individual

If the position **exists (retained)**:

- Provide a description of the job responsibilities
- Provide a description of the experience possessed by the individual
- Identify any certification the individual possesses as it relates to the position

If a salary change is included, address the individual's eligibility (or reason) for such change, the percentage of change, and the effective date of the change.

3 days

Andrew Evans has been a certified law enforcement officer for 14 years. Evans was assigned to the Task Force in July 2014. Detective Evans' primary responsibility is to handle reactive and proactive investigations involving crimes against children through the Internet. Additional duties include surveillance details, testimony in State and Federal criminal proceedings, obtaining and serving search warrants, preparing and participating in public awareness and education programs and attending any additional training for his position. Detective Evans has attended ICAC Investigative Techniques and Undercover training courses and Online Ads. Detective Evans has completed ICAC Torrent training for peer to peer investigations. The courses will assist Evans in his current duties in the Task Force. Detective Evans received a 2% salary increase at the beginning of 2017. This grant will retain this position.

Cody Bounds has been a certified law enforcement officer for 6 years. Detective Bounds was assigned to the Task Force in January 2014. Detective Bounds completed a certification in Comp TIA A+ Hardware and Software and has maintained that certification. Detective Bounds has completed over 400 hours in forensics training, to include All Access Online Pass, FTK AccessData Bootcamp, certified Cellebrite examiner and IACIS Basic Certified Forensics examiner. Detective Bounds' primary responsibility is forensic examinations of electronic evidence, testimony in State and Federal criminal proceedings, obtaining search warrants and preparing evidence for court and attending further training for his position. Detective Bounds received a 2% salary increase at the beginning of 2017. This grant will retain this position.

Personnel Benefits

Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
FICA/Medicare	FICA/Medicare	\$102,939.98	0.0765	100.0	\$7,874.91
					\$7,874.91
Medical Insurance	Medical Insurance- HDHP Bounds	\$440.00	12.0	100.0	\$5,280.00
Medical Insurance	Medical Insurance- PPO Evans	\$515.00	12.0	100.0	\$6,180.00
					\$11,460.00
Pension/Retirement	Pension 401 (A) Match	\$50.00	26.0	100.0	\$1,300.00
					\$1,300.00
Workers Comp	Workers Comp	\$102,939.98	0.0243	100.0	\$2,501.44
					\$2,501.44
					\$23,136.35

FICA $\frac{2017}{4643.22}$ $\frac{2018}{3351.61}$

Personnel Benefits Justification

Benefits Justification

If personnel benefits are not included in the budget, skip this section.

If personnel benefits are included in the budget, provide justification for each fringe benefit (preferably in the same order as the cost is listed in the budget category) to identify the cost and why it is needed.

If your agency anticipates a premium or rate change during the project period, indicate the effective date of change and the reasoning for such change.

FICA/Medicare is contributed by Boone County to the IRS at the rate of 7.65% of salary as set by the federal government for Social Security and Medicare.

Medical Insurance HDHP is contributed by the employer under a High Deductible Health Plan at a rate of \$440.00 per employee to provide coverage in the event of illness or injury to the insured person. Cody Bounds is covered under this Insurance plan.

Medical Insurance PPO is contributed by the employer at a rate of \$515.00 per employee to provide coverage in the event of illness or injury to the insured person. Andy Evans is covered under this Insurance plan.

Pension/Retirement is contributed by the employer to the employee's 401(A) at a rate of \$25.00 bi-weekly, per employee as a tax deferred saving that allows for the accumulation of a fund for later use as a retirement income.

Workers Compensation is contributed by the employer at an approximate rate of 2.43% of salary to provide wage replacement and medical benefits to employees injured in the course of employment. Workers Compensation benefits are contracted through the Missouri Association of Counties Workers' Compensation Trust. Rates are determined annually.

Personnel Overtime

Name	Title	Hourly Overtime Pay	Hours on Project	% of Funding Requested	Total Cost
Andy Evans	Detective	\$36.93	60.0	100.0	\$2,215.80
Cody Bounds	Detective	\$37.31	240.0	100.0	\$8,954.40
Tracy Perkins	Detective	\$40.74	180.0	100.0	\$7,333.20
					\$18,503.40

Personnel Overtime Justification

Overtime Justification

If overtime is not included in the budget, skip this section.

If overtime is included in the budget, provide the following justification:

- description of the job responsibilities, experience possessed, and any certification possessed as it relates to the proposed project for any personnel positions not included in the Personnel budget category
- description of why overtime funding is necessary to the project
- rationale for the number of hours budgeted for overtime, per position where applicable

If a change in overtime pay rate is included, address the individual's eligibility (or reason) for such change, the percentage of change, and the effective date of the change.

Detective Andy Evans is a full-time investigator for the Task Force. Detective Evans works both reactive and proactive investigations. Over several years the Task Force continues to see reactive cases overshadow the proactive cases. To conduct a quality investigation some of the reactive investigations can be labor intensive, from the beginning to the conclusion of the investigation. The amount of hours being requested averages out to 5 hours extra a month. Detective Evans would use the overtime to work on current caseload and potentially using any extra time to work on proactive investigations, to include UC chats and peer-to-peer investigations. Detective Evans will work approximately 60 hours of overtime on the proposed project.

Detective Cody Bounds is the only full time forensic examiner for the Task Force. Over the past few years the Task Force has been consistently backlogged 7 to 8 months on forensic examinations.

Detective Bounds is a valuable asset to this unit with his knowledge and experience. Detective Bounds has a goal for the Task Force to decrease the backlog to a more reasonable turnaround time of 2 to 3 months. In 2016, Detective Bounds processed more than 34 Terabites of data and completed over 200 examinations, this included hard drives, cell phones and other electronic devices. The amount of hours being requested averages out to 20 hours a month. Detective Bounds would use the overtime to work on backlog cases. Detective Bounds will work approximately 240 hours of overtime on the proposed project.

Detective Tracy Perkins has been assigned to the Task Force since 2007 working proactive and reactive investigations. Detective Perkins has been trained ICAC IT and UC investigations and has attended various peer to peer investigation training for the distribution of child pornography. Detective Perkins currently works reactive investigations generated from self-reported and CyberTips. Detective Perkins works some proactive cases involving peer to peer, when able to manage the caseload. In 2014, Detective Perkins became coordinator of the Task Force. Managing the daily administrative duties, phone calls and oversight of the Task Force operations greatly affects a timely turnaround on the investigations assigned to Detective Perkins. The amount of hours being requested averages out to 15 hours a month. Detective Perkins would use the overtime to work investigations. Detective Perkins will work approximately 180 hours of overtime on the proposed project.

Personnel Overtime Benefits

Category	Item	Overtime/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
FICA/Medicare	FICA/Medicare	\$18,503.40	0.0765	100.0	\$1,415.51
					\$1,415.51
Workers Comp	Workers Comp	\$18,503.40	0.0243	100.0	\$449.63
					\$449.63
					\$1,865.14

Personnel Overtime Benefits Justification

Overtime Benefits Justification

If overtime benefits are not included in the budget, skip this section.

If overtime benefits are included in the budget, provide justification for each fringe benefit (preferably in the same order as the cost is listed in the budget category) to identify the cost and why it is needed.

If your agency anticipates a premium or rate change during the project period, indicate the effective date of change and the reasoning for such change.

FICA/Medicare is contributed by the employer to the IRS at a rate of 7.65% as set by the federal government for contributions for social Security and Medicare

Workers Compensation is contributed by the employer at an approximate rate of 2.43% of salary to provide wage replacement and medical benefits to employees injured in the course of employment.

Travel/Training

Category	Item	Unit Cost	Duration	Number	% of Funding Requested	Total Cost	
Airfare/Baggage 2018	2018 National Law Enforcement Training on Child Exploitation - Airfare/Baggage	\$382.00	1.0	5.0	100.0	\$1,910.00	37220
Airport Parking 2018	2018 National Law Enforcement Training on Child Exploitation - Airport Parking	\$8.00	5.0	1.0	100.0	\$40.00	37220
Lodging 2018	2018 National Law Enforcement Training on Child Exploitation - Lodging	\$140.00	4.0	5.0	100.0	\$2,800.00	37230
Meals 2018	2018 National Law Enforcement Training on Child Exploitation - Meals	\$40.00	5.0	5.0	100.0	\$1,000.00	37230
Registration Fee 2017	Cellebrite Certified Mobile Examined (CCME) Recerification - Registration	\$199.00	1.0	1.0	100.0	\$199.00	37210
Airfare/Baggage 2018	IACIS Mobile Device Forensics Training - Airfare/Baggage	\$600.00	1.0	1.0	100.0	\$600.00	37220
Airport Parking 2018	IACIS Mobile Device Forensics Training - Airport Parking	\$8.00	6.0	1.0	100.0	\$48.00	37220
Fuel 2018	IACIS Mobile Device Forensics Training - Fuel	\$50.00	1.0	1.0	100.0	\$50.00	37220
Lodging 2018	IACIS Mobile Device Forensics Training - Lodging	\$120.00	5.0	1.0	100.0	\$600.00	37230
Meals 2018	IACIS Mobile Device Forensics Training - Meals	\$30.00	6.0	1.0	100.0	\$180.00	37230
Registration Fee 2018	IACIS Mobile Device Forensics Training - Registration	\$1,495.00	1.0	1.0	100.0	\$1,495.00	37210
Rental Car 2018	IACIS Mobile Device Forensics Training - Rental Car	\$280.00	1.0	1.0	100.0	\$280.00	37220
Airfare/Baggage 2017	ICAC Advanced Undercover Chat Investigations - Airfare/Baggage	\$500.00	1.0	1.0	100.0	\$500.00	37220
Airport Parking 2017	ICAC Advanced Undercover Chat Investigations - Airport Parking	\$8.00	4.0	1.0	100.0	\$32.00	37220
Fuel 2017	ICAC Advanced Undercover Chat Investigations - Fuel	\$60.00	1.0	1.0	100.0	\$60.00	37220
Meals 2017	ICAC Advanced Undercover Chat Investigations - Meals	\$55.00	4.0	1.0	100.0	\$220.00	37230
Rental Car 2017	ICAC Advanced Undercover Chat Investigations - Rental Car	\$300.00	1.0	1.0	100.0	\$300.00	37220
Lodging 2017	ICAC- Advanced Undercover Chat Investigations - Lodging	\$260.00	4.0	1.0	100.0	\$1,040.00	37230
						\$11,354.00	

Travel/Training Justification

Travel/Training Justification

If travel/training is not included in the budget, skip this section.

If non-training/non-meeting travel costs are included in the budget, address the following information for each cost (preferably in the order listed in the budget category):

- description of why the cost is necessary to the success of the proposed budget
- rationale for the budgeted cost

If training/meeting travel costs are included in the budget, at a minimum, address the following information for each training/meeting (preferably in the order listed in the budget category):

- the location of the training/meeting (if unknown, clearly identify the location of the training/meeting is TBA)
- the date(s) of the training/meeting (if unknown, clearly identify the date(s) of the training/meeting is TBA)
- who will be attending the training/meeting
- a synopsis of the training/meeting

- *anticipated benefit of the training/meeting, making sure to clarify why the training/meeting is pertinent to the person(s) attending*

If the person attending the training/meeting is not budgeted within the Personnel or Personnel Overtime budget category, be sure to also clarify who the person is, their role/job responsibilities with the proposed project, and any training they currently possess as it relates to the proposed project.

2018 National Law Enforcement Training on Child Exploitation-This conference is usually held in Atlanta, Georgia. The date of the 2018 Conference is TBA. Attending this training will be Detectives Tracy Perkins, Cody Bounds, Andy Evans and Dustin Heckmaster, along with Boone County Assistant Prosecutor Merilee Crockett. This conference offers training on a wide range of trending and important topics the Task Force members are needing to stay proficient in this area of expertise. The conference offers a variety of lectures and hands-on-computer workshops designed specifically for local, state and federal law enforcement working child exploitation cases. Detective Dustin Heckmaster is a part-time forensic examiner and was assigned to the Task Force at the beginning of 2015. Heckmaster is a Certified Mobile Examiner and has attended 1 year of online training through AccessData and certified examiner on computers. The conference would allow Heckmaster to attend law enforcement training labs to become certified and trained on different forensic triage software and receive additional training in the forensic field to expand his knowledge and experience when investigating electronic devices. Assistant Prosecutor Merilee Crockett was assigned to the Task Force in 2007 and has assisted and prosecuted all investigations handled by the Task Force since 2007. AP Crockett has attended various conferences in the past surrounding the subject, benefiting from the labs and lectures. The 2018 conference would allow Detectives Perkins, Evans, Bounds, Heckmaster and AP Crockett to receive up-to-date information and training involving the sexual exploitation of children through the Internet.

Cellebrite Certified Mobile Examined (CCME) Recertification- This is an online based recertification to the Cellebrite Flagship certification in cell phone forensics. Detective Cody Bounds will retain this certification. Detective Bounds completed this certification in 2015.

IACIS Mobile Device Forensics Training- This training will be held in Lake Mary, Florida. The dates of the training is TBA. The International Association of Computer Investigative Specialists (IACIS) Mobile Device Forensics training course provides instruction on how to acquire data from and analyze mobile devices using the most current operating systems software on the market. This training is non-vendor specific, and is important to maintaining up-to-date knowledge regarding the forensic analysis of mobile devices. This training will be attended by Detective Cody Bounds, who is a Certified Forensic Computer Examiner (CFCE) through IACIS and a Certified Mobile Device Examiner (CCME) through Cellebrite. The IACIS Mobile Device Forensics training will build upon Detective Bounds' existing qualifications, and the hours received for this training will qualify toward the required hours needed to maintain his CFCE certification as a forensic examiner.

ICAC Advanced Undercover Chat Investigations- This course is for experienced ICAC investigators and provides the latest tools and techniques to combat online child exploitation. This training will be held in Fairfax, Virginia on June 20 to June 22, 2017. Detective Andy Evans will be attending this training. Detective Evans has been working UC investigations for 2 years and is constantly seeing a shift in how criminals are targeting children online. By attending this training this will allow Detective Evans to have further insight on an advanced level with hands-on activities utilizing a computer lab and presentation by ICAC experts who routinely investigate and prosecute some of the nation's most complex and high-profile cases.

Equipment

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost
FRED computer	DX Forensic Workstation	\$13,699.00	1.0	Digital Intelligence	100.0	\$13,699.00
						\$13,699.00

92,300

↑
replaces tag #17580

Equipment Justification

Equipment Justification

If equipment is not included in the budget, skip this section.

If equipment is included in the budget, provide the following for each budget line item (preferably in the same order listed in the budget category):

- What is the item?
- How will the item be used?
- Who will use the item?
- Is the item a replacement to current equipment, in addition to current equipment, or something the agency doesn't currently have?

FRED Computer - This item will replace an existing workstation being used by Detective Cody Bounds which has surpassed its recommended 5-year usage cycle. This replacement is a Dx Forensic Workstation. This usage cycle expectancy is a common estimation of computer equipment and is further documented by the manufacturer. The current workstation has been utilized since December 2010, approximately 16 months or 27% past the projected usage cycle, resulting in a loss of Task Force productivity, hours, and finances. Most notably, the Task Force experienced a hard drive failure causing a loss of approximately 40 to 60 forensic analysis hours. Attempts to replace parts have been denied in the past. Since this time, the current workstation has struggled to meet the demands of current case processing due to the continued storage capacity growth of evidentiary media seized and the required updates to the forensic analysis software used to examine this media. The result has been multiple cases failing to process and having to be restarted or processed in stages, which has undoubtedly contributed to a significant amount of loss to productivity hours, and resulted in a greater backlog of evidence. This item will be the primary workstation responsible for the processing of digital evidence by the Task Force, and is an essential piece of equipment to the daily ongoing forensic operations of our lab, as it is the only method available for proper, effective, and efficient forensic acquisition and examination of criminal digital evidence. This machine will be used by Detective Cody Bounds.

Supplies/Operations

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
10TB- Hard Drives (2) 2017	One-Time	\$415.00	2.0	100.0	\$830.00
5TB- Hard Drives (5) 2017	One-Time	\$160.00	5.0	100.0	\$800.00
Anti-Virus Software Renewal (15) 2018	Annual	\$240.00	1.0	100.0	\$240.00
Domain Registration 2017	Annual	\$12.00	1.0	100.0	\$12.00
Website Hosting 2017	Annual	\$278.39	1.0	100.0	\$278.39
					\$2,160.39

23850
 23850
 70050
 71100

Supplies/Operations Justification

Supplies/Operations Justification

If supplies/operations are not included in the budget, skip this section.

If supplies/operations are included in the budget, provide the following justification for each expense (preferably in the same order listed in the budget category):

- why the supply or operational cost is necessary for the proposed project, making sure to clearly identify how the item will be used
- who will use (or benefit from) the supply or operational cost

If your agency anticipates a rate change during the project period, indicate the effective date of change and the reasoning for such change.

10TB - Hard Drives (2) - This item will be used to maintain and store forensic copies of evidence. Hard disk drives are the only evidence storage method available to our lab, as we do not have networked storage available for this purpose, and this item is therefore a necessity to our forensic operations. These specific hard disk drives are of a large enough capacity to facilitate the seizure and analysis of other large capacity storage media which has become more commonly encountered when collecting electronic evidence. These hard drives will be used by Detective Cody Bounds and Detective Dustin Heckmaster. In 2016, the Task Force lab processed over 32 TB of data.

5TB Hard Drives (5) - This item will be used to maintain and store forensic copies of evidence. Hard disk drives are the only evidence storage method available to our lab, as we do not have networked storage available for this purpose, and this item is therefore a necessity to our forensic operations. These hard drives will be used by Detective Cody Bounds and Detective Dustin Heckmaster.

Anti-Virus Software Renewal- This is software for anti-virus and Internet Security. Currently all Task Force computers are running software and need to continue with the subscription to prevent any virus or Trojan intrusions that potentially could hinder the use of any Task Force computer. The Task Force forensic examiners run this software on a suspect's computer to determine if any viruses currently on the suspect's machine. The Task Force investigators will use the software on all undercover computers and forensic machines. The Task Force has up to 15 computers for renewal. The renewal will expire May 19, 2018.

Domain Registration Renewal- The Task Force maintains a webpage at bcscdycybercrimes.com, which requires a website domain registration fee of \$12.00 a year. Renewal is June 2017.

Website Hosting- The Task Force currently maintains a website, bcscdycybercrimes.com, which allows the Task Force to maintain an online presence. Hosting is maintained through Hostgator, and included with this annual renewal is Sitelock protections to protect the website from malicious attacks and malware. Site hosting will be an annual renewal in September 2017.

Contractual

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	
AccessData FTK License Renewal (2) 2017	Annual	\$2,238.00	1.0	100.0	\$2,238.00	70050
ADF Digital Evidence Investigator Software	Annual 2017	\$1,563.00	1.0	100.0	\$1,563.00	70050
Air Card 40.60 x 7 = 284.20	Monthly	\$40.60	12.0	100.0	\$487.20	48050
Cellebrite License Renewal (2)	Annual 2017	\$6,197.98	1.0	100.0	\$6,197.98	70050
Cellebrite UFED Cloud Analyzer Software	Annual 2017	\$7,999.00	1.0	100.0	\$7,999.00	70050
DeepSpar Disk Imager 4 Software 2017	Annual	\$3,350.00	1.0	100.0	\$3,350.00	70050
GetData Forensic Explorer Software 2017	Annual	\$1,345.00	1.0	100.0	\$1,345.00	70050
IACIS Membership Renewal 2018	Annual	\$75.00	1.0	100.0	\$75.00	37000
Internet Service 79.94 x 7 = 559.58	Monthly	\$79.94	12.0	100.0	\$959.28	71100
Magnet Forensics Internet Evidence Finder (IEF) Software 2017	Annual	\$3,250.00	1.0	100.0	\$3,250.00	70050
					\$27,464.46	

Contractual Justification

Contractual Justification

If contractual or consultant services are not included in the budget, skip this section.

If contractual or consultant services are included in the budget, provide the following justification for each expense (preferably in the same order listed in the budget category):

- why the item is necessary for the proposed project, making sure to clearly identify how the item is used
- who will use (or benefit from) the item

If your agency anticipates a rate change during the project period, indicate the effective date of change and the reasoning for such change.

Access Data FTK License Renewal (2) - This is an annual renewal for (2) Forensic Tool Kit software by Access Data. FTK will be used by Detectives Cody Bounds with Boone County Sheriff's Department and Dustin Heckmaster with the University of Missouri Police Department. Both forensic examiners have passed the ACE certification for this software through AccessData. This software provides forensic examiners comprehensive processing and indexing of computers, hard drives, and other digital media to assist with analyzing evidence recovered in an investigation. Both detectives have completed the All AccessData Online pass which covers FTK Bootcamp, computer registry, Windows Operating system, and other various types of recovery associated with this software. The license renewal is annual and scheduled for renewal October 30, 2017 and October 31, 2017 for both licenses. —*

ADF Digital Evidence Investigator- This software is a new purchase. ADF is used to triage computer evidence, and can be used on a wide variety of file systems, including those common to Windows, Apple, and Linux operating systems. Furthermore, this software can be used on both live Windows machines and machines which are in a powered-off state. The purpose of this software is to assist in quickly locating evidence while conducting on-scene triage during an active investigation, and to help eliminate the seizure of non-evidentiary items, thereby reducing unfruitful forensic examinations in the lab. ADF Digital Evidence Investigator accomplishes this task by automatically scanning a computer for evidence known to be valuable in forensic investigations. Additionally, this software can be tailored by the investigator to include and automatically scan for evidence unique to a specific investigation, including file names and hash values. The capabilities of this software will help to more quickly locate evidence and establish probable cause during an active investigation. This software will be primarily used by Detective Cody Bounds and Detective Dustin Heckmaster, though multiple instances of the software can also be dispersed to other investigators as needed, as the licensing agreement allows for duplication to multiple

USB devices. This software is annual renewal and the initial cost is \$1563.00, the renewal each year will be \$1299 annual

Air Card (Internet Wireless) Renewal- This renewal allows investigators to access the Internet from remote sites. This device is used for enticement investigations when the decoy investigator needs to be at a meeting site or further investigation beyond normal business hours. This service allows investigators to access the Internet when away from the office area in surrounding counties. This is a continuation of our current air card account.

Cellebrite License Renewal (2)- This is an annual renewal for (2) Cellebrite licenses. The software is designed to meet the challenges of recovering the massive amount of data stored in the modern mobile devices. The UFED software is able to extract, decode, analyze and report data. Detectives Cody Bounds and Tracy Perkins will utilize the UFED software located at the Boone County Task Force and Detective Dustin Heckmaster at the University of Missouri Police Department. License annual renewal is scheduled for October 30, 2017 and December 1, 2017. In 2016, the Task Force forensically processed 100 cell phones.

Cellebrite UFED Cloud Analyzer- The software is a new purchase. The Cellebrite Universal Forensic Extraction Device (UFED) Cloud Analyzer is a software utility used to expand upon the data collected during the examination of mobile devices. This task is accomplished by using the login data located during analysis of locally stored mobile device evidence to extract additional information stored on the Cloud by third party software applications, including those common to Task Force investigations, such as Facebook, Kik, and Dropbox. Cellebrite UFED Cloud Analyzer extracts this data in a forensically sound manner, and can be an invaluable tool to obtaining data before it is deleted by the account holder. Investigations conducted by the Task Force have increasingly found that evidence is being stored by various Cloud services, and many third-party software applications have begun storing valuable data to the user account on the Cloud, rather than saving this information locally to the user device. This software will therefore help to retrieve valuable evidence which may otherwise be irretrievable. This software will be used by Detective Cody Bounds and Detective Tracy Perkins. This software is an annual renewal, and software is then maintained by a lesser annual fee of \$2625.00.

DeepSpar Disk Imager 4- This software is a new purchase. This software is a disk imaging system capable of obtaining data from hard drives undergoing physical failure common to head degradation. This system and similar systems are a common tool to many forensic labs and allow for the obtainment of data which cannot be acquired by traditional forensic imaging means. It is not uncommon to encounter evidence stored on a hard drive in a state of physical failure, and often, this evidence can simply not be analyzed as a result. DeepSpar Disk Imager 4 will help to overcome this obstacle and retrieve this evidence. This device will be used by Detective Cody Bounds and Detective Dustin Heckmaster. An additional \$50.00 dollars will be added for shipping. This hardware is annual renewal, and then maintained by a lesser annual fee to \$350.

GetData Forensic Explorer- This software is a new purchase. GetData Forensic Explorer is a forensic analysis software program, and the only one of its kind capable of easily virtualizing a forensic image. Image virtualization is an important step to forensic analysis of computer evidence, as it allows the examiner to essentially use the computer in the same manner and view in which it was used by the suspect, but without altering the actual evidence. By virtualizing the forensic image, an examiner can confirm the meaning of their forensic findings, which is a necessary and highly recommended step to completing a thorough forensic examination and providing additional confidence for the forensic artifacts reported upon. Additionally, it is widely regarded as beneficial for juries to view the evidence as it was seen by a defendant, which can be easily presented using this software. The initial cost of this software is a annual purchase, with an annual renewal fee of \$499.00. This software will be used by Detective Cody Bounds and Detective Dustin Heckmaster.

IACIS membership Renewal- This annual renewal membership is for Detective Cody Bounds. Detective Bounds completed his certification with the (IACIS) International Association of Computer Investigative Specialist. The membership is required for continued training through IACIS and allows for networking with other forensic experts throughout the world. Detective Bounds will not be allowed to recertify his IACIS certification without this renewal. The renewal expires in January 2018. - *

Internet Service- This is an undercover Internet account for investigators to have Internet access to areas necessary for their investigations, yet restricted through governmental Internet account. The Internet service provider will be CenturyLink.

Magnet Forensics Internet Evidence Finder (IEF)- This is a new purchase. Magnet Forensics IEF is a software program used to forensically analyze digital data from a wide variety of systems, including

computers, mobile devices, mass storage media, and gaming consoles. The automated fashion in which IEF operates will increase productivity and help to reduce the current backlog of evidence. IEF is widely considered a software necessity amongst forensic labs nationwide. It is consistent knowledge amongst the digital forensic community that the use of IEF frequently results in the discovery of additional evidence. Currently, our lab utilizes two primary software programs, consisting of Cellebrite Physical Analyzer for mobile device evidence and AccessData FTK for standard computer evidence processing of Windows, Linux, and Apple based machines. None of our current tools are capable of efficiently analyzing non-traditional forms of computer evidence such as gaming systems, and this has been a problem with past examinations, which can be rectified with IEF. Furthermore, the limitations presented by our current practice of using only one tool for certain evidence does not allow for verification of these tools and can more easily result in missing evidence essential to an investigation. Most importantly, this is against digital forensic best practices. IEF can alleviate these issues, as it can be used for a wide variety of evidence and will give our lab a secondary, all-encompassing tool which can also be used to verify the results and findings of our current software. The software is an annual renewal. This software will be used by Detective Cody Bounds and Detective Dustin Heckmaster.

Total Budget

Total Project Cost: \$201,122.72

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

22nd

day of

August

20

17

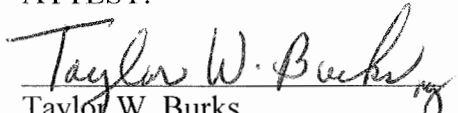
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Service Recipient Agreement between Boone County and the Corporation for Supportive Housing (CSH).

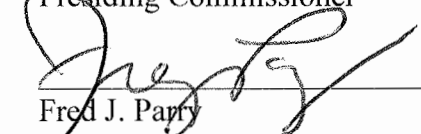
The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Service Recipient Agreement.


Done this 22nd day of August, 2017.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

**SOCIAL INNOVATION FUND PAY FOR SUCCESS
SERVICE RECIPIENT AGREEMENT**

This Social Innovation Fund Pay for Success Service Recipient Agreement (the “Agreement”), dated August 17, 2017, is made and entered by and between Corporation for Supportive Housing, a Delaware not for profit corporation (“CSH”) whose address is 61 Broadway, Suite 2300, New York, New York 10006, and Boone County, Missouri, (“Service Recipient”), a political subdivision of the State of Missouri, whose address is 801 E. Walnut, Rm. 333, Columbia, MO 65201.

The Corporation for National and Community Service (“CNCS”) is a federal agency whose mission is to improve lives, strengthen communities, and foster civic participation through service and volunteering. The Social Innovation Fund (“SIF”) is CNCS’s innovative program that awards grants to and works with existing grant-making institutions to direct resources to innovative, community-based nonprofit organizations to identify, validate, and grow promising approaches to challenges facing local communities. Funding for this Agreement is provided by CNCS via the SIF (CFDA No. 94.024).

This Agreement specifies the terms and conditions under which CSH and the Service Recipient, individually and collectively hereinafter referred to as the “Parties”, shall participate in the conduct of a program supporting pay for success initiatives via the SIF. Under the SIF, Service Recipient is a sub-recipient of technical assistance services from CSH in accordance with 42 U.S.C. §12653k(j) (“Service Recipient”).

1. **Services to be provided.** The Service Recipient agrees to carry out the program services described in Attachment I entitled “Scope of Services,” and may be further identified in Attachment II entitled “Budget” (the “Services”) in a lawful, satisfactory and proper manner, and in accordance with written policies and procedures as may be prescribed by CNCS and CSH and federal rules, regulations, terms and conditions. The Service Recipient agrees to provide all of the necessary qualified personnel, equipment, materials, and facilities to perform the Services.

In no event may funds expended under this Agreement be used in whole or in part, in violation of the prohibition on use of funds set forth in 42 U.S.C. §12634. In its performance of the Services, the Service Recipient agrees it shall not (a) attempt to influence legislation; (b) organize or engage in protests, petitions, boycotts, or strikes; (c) assist, promote or deter union organizing; (d) impair existing contracts for services or collective bargaining agreements; (e) engage in partisan political activities or other activities designed to influence the outcome of an election to any public office; (f) conduct a voter registration drive or use funds received hereunder to conduct a voter registration drive; (g) participate in, or endorse, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officers; (h) engage in religious instruction, conduct worship services, provide instruction as part of a program that includes mandatory religious instruction or worship, construct or operate facilities devoted to religious instruction or worship, maintain facilities primarily or inherently devoted to religious instruction or worship, or engage in any form of religious proselytization; (i)

provide a direct benefit to: (1) a for-profit entity, (2) a labor union, (3) a partisan political organization, (4) an organization engaged in the religious activities described in the preceding clause (h) unless funds received hereunder are not used to support the religious activities, or (5) a nonprofit entity that fails to comply with the restrictions contained in Section(c)(3) of U.S.C. Title 26; (j) provide abortion services or referrals for receipt of such services; (k) use funds received hereunder for international travel or projects where the primary beneficiaries of an activity are outside the United States; (l) engage in severe forms of trafficking in persons during the term of this Agreement; (m) procure a commercial sex act during the term of this Agreement; or (n) use forced labor in the performance of the Services; or (o) engage in such other activities as CNCS may prohibit.

2. **Agreement period.** This Agreement shall begin on August 15, 2017 and end on August 31, 2018, unless such time is extended by written agreement of the Parties.
3. **Non-federal matching funds.** Service Recipient agrees to provide staff time with value equivalent to at least \$50,000 and funded from non-federal sources (the “Staff Time Match”) in accordance with Attachment II.

Work reported as Staff Time Match must be supported by timesheets that are maintained in accordance with applicable Office of Management and Budget (“OMB”) cost principles. Timesheets must reflect an after-the-fact determination of actual activities of an employee (i.e. budget estimates are not allowed). Timesheets must be certified by the employee and approved by a supervisor or someone who has first-hand knowledge of the actual work performed by the employee.

The Service Recipient understands that if the Staff Time Match is not in place at the end of each quarterly reporting period, the Service Recipient shall not be eligible for continuation of technical assistance until the Staff Time Match requirement has been met or unless agreed to in writing by CSH.

4. **Availability of Funds.** Services provided pursuant to this Agreement is contingent upon the availability of funds from CNCS. In the event any portion of such funds are not provided or not available to CSH, CSH may immediately terminate this agreement due to unavailability of funds. In this event, to the extent possible, CSH shall inform the Service Recipient of such unavailability within five (5) business days. In the event that funds are reduced from CNCS, CSH may unilaterally revise the Service Recipient’s Scope of Services as described in Attachment I, including the Service Recipient’s Budget in Attachment II, and reduce the Staff Time Match requirement accordingly.
5. **Training and Technical Assistance.** To the extent requested by CSH, the Service Recipient, in its capacity as a Service Recipient, agrees to participate and be actively engaged in technical assistance offered to Service Recipient by CSH. The Service Recipient shall not receive TA from another TA provider under the SIF Pay for Success program that is duplicative with the TA provided under this Agreement. The Service Recipient agrees to participate in all training sessions made available by CNCS or CSH relating to this Agreement. The Service Recipient further agrees to have at least one (1) trained staff member who understands all of the compliance requirements stipulated in this Agreement including all of the terms and conditions.

6. **Audit Requirements.** Service Recipients that expend \$750,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133 and applicable federal regulations. Such audit report shall be provided to CSH by the earlier date of either thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the Service Recipient's year end. Service Recipients that expend less than \$750,000 in federal funds during a fiscal year agree to have a financial statement audit performed in accordance with auditing standards generally accepted in the United States of America and provide CSH with a copy of such audit report by the earlier date of either thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the Service Recipient's year end.
7. **Financial Management.** The Service Recipient shall maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary. The Service Recipient's financial management systems shall be capable of distinguishing receipts and expenditures attributable to the non-federal matching funds under the Agreement from expenditures not under the Agreement. The systems shall be able to identify costs by programmatic year and by budget category and to differentiate between direct and indirect costs or administrative costs. The Service Recipient shall maintain written policies and procedures and shall apply costs consistently and uniformly.

Any changes to the Budget in Attachment II shall require the prior written approval of CSH. The Service Recipient shall notify CSH of any change in the staffing of positions listed in the Budget in Attachment II within ten (10) business days of such change.

8. Reporting Requirements.

- a. **Financial Reporting.** The Service Recipient shall submit to CSH quarterly financial results reflecting the amount of in-kind match spent. Exact parameters of the reports shall be defined in writing by CSH, in accordance with guidelines from CNCS, and are subject to change throughout the course of the Agreement period.

The Service Recipient shall provide all required documentation accompanying the financial reimbursement as outlined by CSH. Reports must be submitted to CSH within fifteen (15) days after the end of the last day of each month with the final reports due within forty-five (45) days of the last day of the Agreement unless there is an agreed upon written extension by CSH.

- b. **Programmatic Reporting.** The Service Recipient shall submit one mid-term progress report assessing progress with respect to agreed-upon performance metrics, including but not limited to: programmatic success, challenges, stories, and progress to-date on activities (see Attachment I). This report will be due on March 15, 2018 unless CSH specifies another due date in writing.
- c. **Fraud, Waste, and Abuse.** The Service Recipient will promptly report to CSH when it first suspects a criminal violation has occurred, including, without limitation, criminal fraud, theft or embezzlement, forgery, corruption, bribery, kickbacks,

acceptance of illegal gratuities or extortion, or actual or suspected fraud, waste or abuse has occurred.

- d. **Executive Compensation.** By the end of the first full calendar month following the date hereof, the Service Recipient shall report the names and total compensation of each of the Service Recipient's five most highly compensated executives for its preceding completed fiscal year, if:
 - i. in the Service Recipient's preceding fiscal year, the Service Recipient received:
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

9. **Examination of Records.** The Service Recipient agrees that any duly authorized representative of CSH shall, until the expiration of five (5) years after the final payment under this Agreement, or such longer period as may be required due to an audit finding, have access to and the right to examine any books, documents, papers and records of the Service Recipient involving transactions related to this Agreement. CSH and CNCS, through authorized representatives, have the right, at all reasonable times, to make site visits to review program accomplishments, review records, activities, organizational procedures and financial control systems, conduct interviews, request additional information, and provide such technical assistance as may be required. If any site visit is made on the premises of the Service Recipient, the Service Recipient shall provide all reasonable facilities and assistance for the safety and convenience of CSH and CNCS's representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly interfere with or delay the work performed under this Agreement.

CSH is responsible for monitoring the Service Recipient as required by CNCS and OMB Circular A-133, Compliance Supplement, Section M. CSH's monitoring will involve Service Recipient reporting (programmatic and financial) to CSH, monthly contact between the Parties, desk reviews and site visits. Consequently, CSH has the right to review and evaluate Service

Recipient records, activities, organizational procedures and financial control systems, to conduct interviews and other assessment techniques as deemed necessary.

The Service Recipient shall be subject to various monitoring and evaluation requirements to assure compliance with applicable federal requirements and that performance goals are being achieved. The Service Recipient's performance may be reviewed monthly, or more often, by the appropriate operational unit at CSH which has program management responsibility. All records required to perform such monitoring shall be made available to the authorized CSH staff by the Service Recipient. All reports submitted by the Service Recipient shall be utilized as part of the monitoring of the Service Recipient's performance hereunder.

10. **Confidentiality.** It is expected that the Services of this Agreement can be carried out without any of the Parties disclosing confidential information of the other. However, should it become necessary to disclose confidential information, the Parties shall notify each other in advance of the disclosure and shall negotiate in good faith with respect to protecting such confidential information.
11. **No Discrimination in Employment.** In connection with the performance of services under this Agreement, the Service Recipient agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
12. **Service Recipient's Insurance.** *[Not Applicable to Political Subdivisions of a State].* Service Recipient agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Service Recipient shall keep the required insurance coverage in force at all times during the term of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in [INSERT STATE OF SERVICE RECIPIENT OPERATIONS] and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Corporation for Supportive Housing, 61 Broadway, Suite 2300, New York, New York 10006. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Service Recipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested.

If any policy is in excess of a deductible or self-insured retention, CSH must be notified by the Service Recipient. Service Recipient shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Service Recipient. The Service Recipient shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

Service Recipient may not commence services or work relating to the Agreement prior to placement of coverage. Service Recipient certifies that the certificate of insurance, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. CSH requests that CSH's contract number be referenced on the Certificate. CSH's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Service Recipient's breach of this Agreement or of any of CSH's rights or remedies under this Agreement.

For commercial general liability and auto liability, Service Recipient and Service Recipient's insurer(s) shall name CSH, its officials, employees and volunteers as additional insured.

For all coverages, Service Recipient's insurer shall waive subrogation rights against CSH.

Service Recipient shall maintain the coverage as required by statute for each work location and shall maintain Employer's liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, and \$500,000 aggregate for all bodily injuries. Service Recipient expressly represents to CSH, as a material representation upon which CSH is relying in entering into this Agreement, that none of the Service Recipient's officers or employees who may be eligible under any statute or law to reject workers' compensation insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Service Recipient executes this Agreement.

Service Recipient shall maintain a commercial general liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

Service Recipient shall maintain business automobile liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

For commercial general liability and excess liability, the policies must provide the following:

- (a) That this Agreement is an Insured Contract under the policy;
- (b) Defense costs in excess of policy limits;
- (c) A severability of interests, separation of insureds or cross liability provision; and
- (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by CSH.

For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to CSH, whichever is earlier.

Service Recipient shall advise CSH in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Service Recipient shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

13. **Defense and Indemnifications.** *[Not Applicable to Political Subdivisions of a State]*. The Service Recipient hereby agrees to defend, indemnify, and hold harmless CSH, its directors, trustees, officers, employees, volunteers and agents against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the services performed under this Agreement (“Claim” or “Claims”), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of CSH. This indemnity shall be interpreted in the broadest possible manner to indemnify CSH for any acts or omissions of the Service Recipient, either passive or active, irrespective of fault, including CSH’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of CSH.

The Service Recipient’s duty to defend and indemnify CSH shall arise at the time written notice of the Claim is first provided to CSH regardless of whether Claimant has filed suit on the Claim. The Service Recipient’s duty to defend and indemnify CSH shall arise even if CSH is the only party sued by claimant and/ or claimant alleges that CSH’s negligence or willful misconduct was the sole cause of claimant’s damages.

The Service Recipient shall defend any and all Claims which may be brought or threatened against CSH and shall pay on behalf of CSH any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of CSH shall be in addition to any other legal remedies available to CSH and shall not be considered CSH’s exclusive remedy.

Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Service Recipient under the terms of this indemnification obligation.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

Nothing in this Agreement shall be construed to constitute CSH and the Service Recipient as being in a joint venture or legal partnership. It is understood and agreed that the status of the Service Recipient shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time and it is not intended, nor shall it be construed, that the Service Recipient or its employees are employees or officers of CSH.

14. **Liability for Negligence.** To the extent permitted by Missouri law, Service Recipient shall be responsible for damages to the extent caused by the negligence of its officers, agents and employees arising from the performance of this Agreement. CSH shall be responsible for all damages to the extent caused by the negligence of its officers, agents and employees arising from the performance of this Agreement.

15. **Assignment and Subcontracting.** CSH shall not be obligated or liable under this Agreement to any party other than the Service Recipient named herein. The Service Recipient understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement and the Service Recipient herein named shall in any and all events be and remain responsible to CSH according to the terms of this Agreement.

It is the express intention of CSH and the Service Recipient that any person other than CSH or the Service Recipient receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

16. **Conflict of Interest.** The Parties agree that no employee of CSH shall have any personal or beneficial interest whatsoever in the services or property described herein and the Service Recipient further agrees not to hire or contract for services any employee or officer of CSH.
17. **Tax Status.** The Service Recipient has furnished CSH with (i) a copy of its letter from the Internal Revenue Service recognizing that the Service Recipient is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (the "IRC") and that it is not a private foundation as defined in IRC Section 509(a), or (ii) evidence that it is an appropriate government entity as described in Section 170(c)(1) of the IRC. The Service Recipient must provide CSH written notice within ten (10) business days of any change or potential change in the Service Recipient's tax exempt or non-private foundation status.
18. **Modification/Termination.** CSH reserves the right to discontinue technical assistance to be provided under this Agreement if, in CSH's sole discretion, such action is necessary. In the event that CSH determines, in its sole discretion, that Service Recipient has breached or failed to carry out any material provision of this Agreement, CSH may, in addition to other legal remedies, exercise its revocation rights. These include the right to terminate this Agreement.

If the Service Recipient does not adhere to the compliance requirements as stipulated in this Agreement, including, without limitation, CNCS's terms and conditions, such as non-compliance on audits, CSH has the right to suspend or terminate this Agreement until the Service Recipient remedies such non-compliance to the satisfaction of CSH. Such suspension or termination for non-compliance with the terms and conditions shall be immediate, per written notification from CSH.

CSH shall terminate or suspend this Agreement for failure to comply with the stated Scope of Services outlined in Attachment I.

This Agreement shall automatically terminate upon the filing of any petition or the commencement of any proceeding by or against the Service Recipient for relief under bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of debts, reorganization, dissolution or liquidation. Service Recipient shall notify CSH within ten (10) business days in the event of any of the above.

Either Party may terminate this Agreement upon thirty (30) days written notification to the other Party. However, in the event that CNCS terminates its award to CSH pursuant to Section 4, this Agreement shall be immediately terminated. Upon termination, Service Recipient shall make all reasonable efforts to mitigate costs. Service Recipient shall furnish to CSH all necessary reports of research completed or in progress through the date of termination.

The Service Recipient shall follow the rules for terminated costs from OMB Circular A-122, Attachment B, No. 48 "Termination Costs Applicable to Sponsored Agreements" (2 CFR Part 230).

19. **Publicity.** Neither Party shall identify the other Party in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of the other Party or its entities, whether registered or not, or use the name, title, likeness, or statement of any employee, or consultant, without the other Party's prior written consent. If Service Recipient is to use CSH's logo in any print or electronic materials, the Service Recipient shall contact CSH to obtain its written consent, and to secure the appropriate logo file and to receive usage guidelines with which the Service Recipient shall comply. Any use of the other Party's name shall be limited to statements of fact and shall not imply endorsement by that Party to the other Party's products or services. Without further notice, CSH may include information regarding the Agreement, the amount and purpose of the Agreement, Service Recipient's name, any photographs, logo or trademark of the Service Recipient, and other published/printed information or materials provided by the Service Recipient to CSH and Service Recipient's activities, in CSH's periodic public reports, newsletters, news releases or any other CSH publication or announcement produced or published by any means. Use of Service Recipient's logos and trademarks excepting Service Recipient's name requires prior approval, which shall not be unreasonably withheld and which shall be granted without further consideration.
20. **Acknowledgment of Support.** Publications created or developed and funded under the Agreement must be consistent with the purposes of the Agreement. CNCS's logo may be included on such documents. The Service Recipient is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this Agreement.
- “This material is based upon work supported by the Corporation for National and Community Service (CNCS) and Corporation for Supportive Housing under Social Innovation Fund Grant No. 16PSHNY002. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, CNCS, Corporation for Supportive Housing or the Social Innovation Fund Program.”
21. **Sharing Results.** CSH reserves the right to use at its sole discretion any and all de-identified data, research, publications, and stories submitted to CSH. Program and outcome data shall be collected and shared for the benefit of CSH, CNCS, and the community at large. This data shall be used for research, analysis, and/or program effectiveness. Service Recipient agrees to share the results and findings of the Service Recipient Evaluation Plan freely with other agencies, the professional public, the general public and policymakers. In addition, CSH retains the right to announce subaward and share results on its website, in its annual report, and in the media. Service Recipient is responsible for coordinating with CSH before any findings from evaluation studies are shared with the general community. CSH reserves the right to pre-publication review thirty (30) days prior to submission for review of publication for any dissemination of findings. The Service Recipient must include this Section 20, Shared Results in any agreements with contracted service providers including direct services and evaluation.
22. **Cooperation.** Service Recipient shall cooperate with CSH in the mutual effort to disseminate information concerning the Agreement, the program, and its results, including, but not limited

to, providing the assistance CSH reasonably requests in complying with any dissemination plan CSH may adopt concerning the Agreement.

23. **Electronic Signatures and Electronic Records.** The Service Recipient consents to the use of electronic signatures by the Parties. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by CSH in the manner specified by CSH. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
24. **Laws and Regulations.** The laws and regulations in this Agreement are in compliance with federal law and, to the extent not inconsistent therewith, the laws of the State of Missouri. The Parties agree to comply with all applicable local, state and federal laws and regulations regarding the work conducted under this Agreement, including criminal background checks. Service Recipient further agrees to comply with all applicable regulations included in Attachment III herein. All Service Recipient contractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein.
25. **Severability.** If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, the provisions shall be divisible from this Agreement and deemed to be deleted from the Agreement. If the deletion substantially alters the basis of the Agreement, the Parties shall negotiate in good faith to amend the provisions of the Agreement to give effect to the original intent of the Parties.
26. **Amendments or Changes.** Amendments or changes to this Agreement must be in writing and signed by each Party's authorized representative.
27. **Representations & Certifications.** Service Recipient agrees to exercise its reasonable efforts to ensure that compliance, assurances and certifications required by CNCS are met. Such compliance, assurances and certifications required of the Service Recipient shall include all of the items listed and prescribed under Attachment III.

By signing this Agreement, the Service Recipient agrees to maintain current the aforementioned representations and certifications for the duration of the conduct of this program.

28. **Authority.** The undersigned certifies that he or she is a duly authorized officer of the Service Recipient and, as such, is authorized to execute this Agreement on behalf of the Service Recipient, to obligate the Service Recipient to observe all of the terms and conditions contained in this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Service Recipient all contract agreements, representations, receipts, reports, and other instruments of every kind.

29. **Notices.** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Service Recipient at:

Boone County, Missouri
Janet Thompson, Northern District Commissioner
801 E. Walnut, Rm. 333
Columbia, MO 65201
(573) 886-4307
jthompson@boonecountymo.org

And if to CSH at:

Corporation for Supportive Housing
Attn: Stephanie Mercier, Senior Program Manager
205 W. Randolph, 23rd Floor
Chicago, IL 60606
(312) 332-6690 ext. 22
stephanie.mercier@csh.org

Corporation for Supportive Housing
Attn: Ted Engchawadechasilp, Contracts Administrator
61 Broadway, Suite 2300
New York, New York 10006
(212) 986-2966 ext. 230
ted.eng@csh.org

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

30. **Attachments.** The Agreement has Attachments I – III:

Attachment I	Scope of Services
Attachment II	Budget (includes Budget Narrative)
Attachment III	Requirements/Certifications for Service Recipients

31. **Background Checks.** The Service Recipient shall perform a background check on all individuals as required under, and in accordance with, 45 CFR §§2540.200 - .207 and all applicable state and local laws. Service Recipients must also ensure accompaniment and documentation of accompaniment of anyone with a pending check when in contact with vulnerable populations.

32. **Central Contractor Registration (CCR) and Universal Identifier Requirements.** The Service Recipient must be registered on the Central Contractor Registration (“CCR”) currently at <https://www.sam.gov/>. Unless the Service Recipient is exempted from this

requirement under 2 CFR 25.110, the Service Recipient must maintain, at least annually, the currency of information in the CCR until the final financial report that is required under this award is submitted or there is receipt of final payment, whichever is later.

The Service Recipient must have a Data Universal Numbering System (“DUNS”) Number. No entity may receive an award until the DUNS number is provided to CSH.

33. **Entire Agreement.** This Agreement represents the entire agreement and understandings between the Parties with respect to its subject matter. It supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the Parties regarding this subject matter.

17-000-G

Service Recipient Number

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date and year first above written.

CORPORATION FOR
SUPPORTIVE HOUSING

BOONE COUNTY, MISSOURI
BY: BOONE COUNTY COMMISSION

Signature

David Provost

Name

Chief Financial Officer

Title



Signature

Daniel K. Atwill

Name of Authorized Signer

Presiding Commissioner

Title

Attachment I
Scope of Services
Term: June 1, 2017 to December 31, 2018

1. The term noted above represents the total period over which services may be provided. CSH may at its sole discretion, terminate assistance prior to this date if the scope of services is completed or if it determines that it will not be possible to complete the full scope of services due to strategic considerations or a lack of participation on the part of the Service Recipient.
2. Service Recipient will provide a lead point of contact for CSH for the duration of the project as well as an identified point person for data integration and PFS efforts. These contacts will respond promptly to CSH and participate in webinars, calls and meetings to further the achievement of the activities outlined in this section. CSH will also provide a lead point of contact as well as additional staff with specific expertise who will respond promptly and fully collaborate with the Service Recipient. If any of these designated staff leave their respective organizations or roles, a new point of contact will be promptly identified.
3. Participate with other selected communities, CSH, DSaPP, and the project evaluator in a Learning Collaborative designed to identify systems change opportunities spurred by data integration, learn best practices in using integrated data to reform systems, FUSE, PFS and other topics to be identified.
4. Coordinate and facilitate a site visit during the project period, and make available key members of the team to discuss with CSH and the University of Chicago team questions relating to pay for success, data collection processes, data quality, and service flow within the community.
5. Attend one in-person program-wide convening and ensure key members of the team are available to participate.
6. **Data Integration and Matching:** Participate in the design of a secure, web-based tool where jail and homeless data is matched for purposes of identifying individuals that are frequent users of both systems and for whom outcomes could be improved via connection to supportive housing.

This work may include but is not limited to:

- a) Work collaboratively with CSH and the University of Chicago Center for Data Science and Public Policy (DSaPP) to determine the system requirements for the tool, data structuring, and reporting requirements. This collaboration will test the tool, establish parameters for regular matching, develop and test reporting functionality, and create file exports for integration with other community systems, such as hospitals and health data exchanges.
- b) Collaborate with CSH and other participating communities to develop a data integration blueprint so additional communities can use the tool and replicate the work. This would include recommendations on using the matched data to support other data integration efforts, such as those in the health and behavioral health sectors.
- c) Further the goals of the Data-Driven Justice initiative particularly through ensuring that one or more members of the criminal justice system are engaged in the project design and that supportive housing is included as a solution to which people can be diverted.
- d) Receive support on systems change and building the structural capacity to use data to target vulnerable populations in to supportive housing.
- e) Submit a plan to sustain the tool at the end of the project period.

7. **Supportive Housing Intervention:** Work collaboratively with CSH to design a supportive housing initiative targeted to persons who are frequent users of the homelessness and criminal justice systems. This effort includes but is not limited to:
 - a. Identify a target population for the initiative
 - b. Collaborate with CSH to understand available housing and service resources that may be leveraged to put the intervention into place.
 - c. Work with CSH to design the entrance and enrollment procedures for the initiative.

8. **Pay for Success:** Work collaboratively with CSH to explore or further the use of Pay for Success as a tool to implement supportive housing for the target population. This effort includes but is not limited to:
 - a. Working with CSH to develop and execute a strategy to secure end payer commitment from one or more entities that would make success payments if a PFS effort moved forward.
 - b. With CSH as the lead, participate in the development of a PFS landscape summary that will include at minimum:
 - One or more target populations that could be targeted for a SH initiative based on the data analysis
 - Cost benefit analysis with the target population to evaluate potential opportunities to use PFS as a tool to implement SH for the target population or to further articulate the anticipated value creation from implemented such a model.
 - Outcomes that could be generated through connecting the target population with supportive housing and links to evidence to develop this
 - Action plan to continue progress through PFS feasibility or within transaction structuring.

To:
 Corporation for Supportive Housing
 61 Broadway, Suite 2300
 New York, NY 10006
 T 212.986.2966
 F 212.986.6552
 www.csh.org

ACTIVITY SUMMARY

Reporting Period _____

(Summary amounts come from the Expenditure Detail)

Description			Total
Total Salaries & Wages			\$ -
Total Fringe Benefits			\$ -
Total Travel			\$ -
Total Supplies			\$ -
Total Other Direct Costs			\$ -
Total Consultants			\$ -
Indirect Costs			\$ -
Total			\$ -

The services performed herein were performed and this report is a true and accurate description of the tasks performed pursuant to the Social Innovation Fund Pay for Success Service Recipient Agreement between CSH and the undersigned and comply with the terms and conditions under which CSH made the Agreement to the Service Recipient in connection with a grant to CSH from the Corporation for National and Community Service ("CNCS"), in connection with the Social Innovation Fund, for a project entitled "Corporation for National and Community Service of 1990 as amended by Serve America Act (NCSA) codified as 42 U.S.C. 12501 et seq." and pursuant to grant agreement number 16PSHNY002, CFDA # 94.024

The following individuals staff time are being reported in this quarter:

Name	Organization	Title

Service Recipient affirms by its signature below that, as a requirement under the Serve America Act (SAA), the individuals listed above have had the appropriate level of criminal history checks conducted prior to the start of any work under the grant. Further information and resources are found at <https://www.nationalservice.gov/resources/criminal-history-check>.

Service Recipient Name: _____

Signature of Authorized Representative _____

Please submit this summary along with the Expenditure Detail to the contact(s) listed in Article 30 of the Agreement

Attachment III
Requirements/Certifications for Service Recipients

Requirements

Federal laws and regulations to which, if applicable, the Service Recipient agrees to comply with include, but are not limited, to the following:

2 CFR Part 175—Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

2 CFR Parts 180 and 2200—Nonprocurement Debarment and Suspension

2 CFR Parts 182 and 2245; 45 CFR Part 2545—Government-wide Requirements for Drug-Free Workplace

2 CFR Part 215 and 45 CFR Part 2543—Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

2 CFR Part 225—Cost Principles for State, Local, and Indian Tribal Governments Organizations (OMB Circular A-87)

2 CFR Part 230—Cost Principles for Non-Profit Organizations (OMB Circular A-122)

42 U.S.C. §12653k—Funds

45 CFR Parts 2510, 2522, 2540, 2551 and 2552—Criminal History Check Requirements

45 CFR Part 2541—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments)

45 CFR Part 2555—Nondiscrimination On The Basis Of Sex in Education Programs or Activities Receiving Federal Financial Assistance

The Single Audit Act of 1984, as amended (31 U.S.C. Chapter 75) and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds

Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or

regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F)

Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.

Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

Environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-1 et seq.).

P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

45 CFR 2541 to 2543, Other Statutes, Regulations and Authorities

All other Federal laws, executive orders, regulations, application guidelines, and policies governing the SIF.

Grant Program Civil Rights and Non-Harassment Policy

CNCS has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

Supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, shall immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of

this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

Certifications

General

The Service Recipient certifies that it:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this Agreement;
- Will give the CSH, CNCS, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;
- Will use the funds received hereunder in order to replicate or expand proven initiatives, or support new initiatives, in low-income communities; and
- Commit to cooperate with any evaluation activities undertaken by CNCS or CSH.

Debarment, Suspension, and Other Responsibility Matters

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?* The Service Recipient certifies that neither the Service Recipient nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

The Service Recipient shall notify CSH in writing within 10 business days if at any time it learns that it failed to disclose that it or any of its principals were debarred, suspended, ineligible, or excluded at the time the Parties executed this Agreement, or if due to changed circumstances the Service Recipient or any of its principals have subsequently been debarred, suspended, ineligible, or excluded by a federal Service Recipient.

Drug Free Workplace

This certification is required by CNCS's regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 2 CFR Parts 182 and 2245. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when CSH determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension of termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

The Service Recipient certifies that it will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 - a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
 - b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
 - c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;
- C. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 - a. Taking appropriate personnel action against the employee, up to and including termination; or
 - b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Lobbying Activities

As required by Section 1352, Title 31 of the U.S. Code, the Service Recipient certifies that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the Service Recipient, to any person or agent acting for the Service Recipient, related to activity designed to influence the enactment of legislation, appropriations, administrative action, proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Service Recipient will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The Service Recipient will require that the language of this certification be included in the award documents for all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all subcontractors will certify and disclose accordingly.
- If applicable, grant funds are not earmarked to be used in any disallowed attempt to influence legislation within the meaning of IRC Section 4945(e), or to engage in any other activity which, if conducted directly by CSH, would result in the imposition of any tax on CSH under IRC Chapter 42. If the program involves public policy issues, CSH is relying upon Service Recipient's representations, made in Service Recipient's grant request and proposed budget, that the amount of this Agreement does not exceed the amount budgeted by Service Recipient for activities of the program that are not disallowed attempts to influence legislation within the meaning of IRC Section 4945(e).
- If applicable, Service Recipient shall not use any portion of the grant funds to influence the outcome of any specific election for candidates to public office, to carry on any voter registration drive except as provided in IRC Section 4945(f), to induce or encourage violations of law or take any other action inconsistent with IRC Section 501(c)(3).

Nondiscrimination; Public Notice and Records Compliance

The Service Recipient commits that it will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d)

The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this application.

The Service Recipient will notify Service Recipients, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or its activity subject to the non-discrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the Service Recipient and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS. Sample language is:

*This program is available to all, without regard for race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of CNCS. If you believe that you or others have been discriminated against, or if you want more information, contact:
(Name, address, phone number – both voice and TDD, and preferably toll free – FAX number and email address of the Service Recipient) or*

*Office of Civil Rights and Inclusiveness
Corporation for National and Community Service
1201 New York Avenue, NW
Washington, DC 20525
(800) 833-3722 (TTY and reasonable accommodation line)
(202) 565-3465 (FAX); eo@cns.gov (email)*

The Service Recipient must include information on civil rights requirements, complaint procedures, and the rights of beneficiaries in handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The Service Recipient must also notify the public in recruitment material and application forms that it operates its program or activity subject to the non-discrimination requirements. Sample language, in bold print, is **This program is available to all, without regard to race, color, national origin, disability, sex, age, political affiliation, or, in most instances, religion.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the Service Recipient shall

take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

The Service Recipient must keep records and make available to CNCS timely, complete and accurate compliance information to allow CNCS to determine if the Service Recipient is complying with the civil rights statutes and implementing regulations. When applicable, where the Service Recipient extends federal financial assistance to sub-recipients/subgrantees, such sub-recipients/subgrantees must make available compliance information to the Service Recipient so it can carry out its civil rights obligations.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

22nd

day of

August

20 17

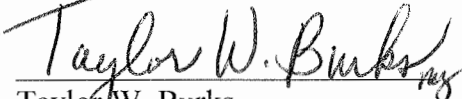
the following, among other proceedings, were had, viz:

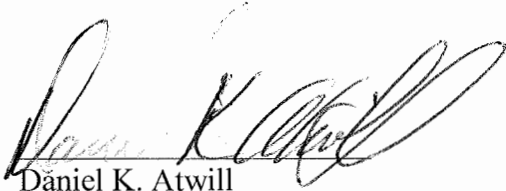
Now on this day the County Commission of the County of Boone does hereby approve the attached Data Sharing Agreement between Boone County and the University of Chicago.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Data Sharing Agreement.

Done this 22nd day of August, 2017.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Fred J. Parry

District I Commissioner


Janet M. Thompson

District II Commissioner

DATA SHARING AGREEMENT

Center for Data Science and Public Policy

This Data Sharing Agreement (the "Agreement") is entered into on August 22, 2017 by and between Boone County, Missouri, (the "Participant"), a political subdivision of the State of Missouri, whose address is 801 E. Walnut, Rm. 333, Columbia, MO 65201 and the University of Chicago ("UChicago"), an Illinois not-for-profit corporation with offices located at 6030 South Ellis Avenue, Chicago IL 60637, each individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Participant wishes to provide its data to UChicago for the scope of work attached hereto as Exhibit A (the "Project");

WHEREAS, both Parties believe and represent that the activities conducted by the Participant do not involve encryption or classified technology;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties hereto hereby agree as follows:

1. PRINCIPAL CONTACTS.

- (a) UChicago's supervisor for the Project will be Joseph Walsh (the "Project Supervisor"). The Project Supervisor will be responsible for the conduct of the Project. UChicago shall give Participant written notice of any change to its supervisor.
- (b) Participant's principal contact for the Project is Kelly Wallis. Participant shall give UChicago written notice of any change to its principal contact.

3. TERM. This Agreement is effective for the period from August 15, 2017 through August 31, 2018, unless sooner terminated in accordance with section 8, Termination, of this Agreement. UChicago is not obligated to perform any work beyond the termination or expiration date of this Agreement.

4. EQUIPMENT.

- (a) Title to any equipment acquired or built by UChicago in order to perform the work under this Agreement vests with UChicago.
- (b) During the performance of the Project, Participant's employees, agents or contractors ("Personnel") may have the opportunity to use UChicago equipment. All such use of UChicago equipment must be under the guidance and oversight of the Project Supervisor or his/her designee. Any damage to UChicago equipment caused by Participant Personnel will be repaired or replaced by

UChicago, and Participant shall, upon demand, reimburse UChicago for the actual cost of such repair or replacement.

5. PROJECT OUTCOMES.

- (a) UChicago will own all intellectual property created or generated in the course of performing the Project, including any software applications (“Software”), inventions (whether or not patentable) conceived, made, developed, or reduced to practice and all rights therein (collectively, “Developed IP”). Developed IP does not include data sets prepared or otherwise generated directly from Confidential Information provided by Participant hereunder, or any reports that are deliverables to Participant pursuant to the Project conveying research outcomes, suggestions and/or solutions pertaining to Participant’s identified problem(s).
- (b) To the extent practicable, UChicago will try to release Software developed as analytical tools under the Project as open source software. In the event such Software cannot be made available as open source software, UChicago shall otherwise grant to Participant a non-exclusive, royalty-free license to use the Software for the purposes set forth in Exhibit A. Notwithstanding anything to the contrary, UChicago is not required to license or incorporate anything into Software that UChicago reasonably believes would infringe another party’s intellectual property rights or that UChicago is not authorized to license.
- (c) It is understood that UChicago retains the right to use for its own purposes any techniques to gather data, conduct research, or formulate solutions developed in the course of working on the Project, and, subject to its obligations under section 6, Confidentiality, UChicago reserves the right to use the results of any research conducted under this Agreement for its own teaching, research, and publication purposes. UChicago and its employees shall have the right, consistent with academic standards, to publish the results of research performed under this Agreement, provided such publication does not disclose Confidential Information of Participant. UChicago agrees that, prior to submission of a manuscript describing the results for publication, the UChicago shall forward to the Participant a copy of the manuscript to be submitted and shall allow the Participant 30 days to determine whether a patent application or other intellectual property protection should be sought prior to publication in order to protect the Participant's proprietary interest in any product or invention developed in connection with this Project. In addition, with reasonable justification, the UChicago agrees to withhold such publication an additional 60 days, if required, to obtain patent protection. At this time UChicago shall be free to submit the manuscript and publish results in any manner consistent with academic standards.

6. CONFIDENTIALITY.

- (a) In performance of this Agreement the Parties may disclose to each other, either in writing or orally, information which the disclosing Party deems to be proprietary and/or confidential (hereinafter, “Confidential Information”). Confidential Information shall consist of (i) written information clearly marked as “proprietary” or “confidential” and (ii) oral information reduced to writing within thirty (30) days of oral disclosure and clearly marked as “proprietary” or

“confidential.” Confidential Information shall be maintained in confidence during the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement, except to the extent that it is required to be disclosed by law, regulation or judicial or administrative process. Receiving Party shall use Confidential Information solely for the purposes of this Agreement. Each Party shall protect the other Party’s Confidential Information from disclosure using at least the same degree of care as it uses to protect its own confidential information. The disclosure of Confidential Information to the receiving Party shall not of itself be construed as a grant of any right or license with respect to the information. In the event the receiving Party is required by law, regulation or judicial or administrative process to disclose any Confidential Information, the receiving Party will promptly notify the disclosing Party in writing, if permitted by law, prior to making any such disclosure in order to facilitate the disclosing Party’s seeking of a protective order or other appropriate remedy from the appropriate body.

- (b) Confidential Information does not include information which receiving Party can demonstrate and document: (i) was in its knowledge or possession prior to receipt from disclosing Party; (ii) was public knowledge or becomes public knowledge through no fault of receiving Party; (iii) is or has been properly provided to receiving Party by an independent third party who has no obligation of confidentiality to disclosing Party; or (iv) is thereafter independently developed by receiving Party without reference to the information from disclosing Party.
- (c) UChicago retains the right to refuse to accept any such information that is not considered to be essential to the completion of the Project.
- (d) Upon termination or expiration of this Agreement, the receiving Party will return to the disclosing Party all tangible copies of Confidential Information of the disclosing Party in the receiving Party’s possession or control and will erase from its computer systems all electronic copies thereof.

- 7. EXPORT CONTROLS. Both Parties are subject to applicable U.S. export laws and regulations. Participant shall identify any export controlled information or materials as such prior to providing such information or materials to UChicago. UChicago shall have the right to limit or decline receipt of said export controlled information or materials.
- 8. TERMINATION. Either Party may terminate this Agreement at any time by giving the other Party not less than thirty (30) days prior written notice. UChicago may also terminate immediately if any of the reasons set forth in section 13, Force Majeure, prevent continuation of the Project. Termination or expiration of this Agreement will not affect either Party’s rights and duties under sections 4, 5, 6, or 12 hereof.
- 9. NOTICES. Any notices given under this Agreement shall be in writing and delivered by certified or registered return receipt mail, postage prepaid, or by facsimile addressed to the Parties as follows:

For Participant:

Kelly Wallis
Director
Boone County Community Services
605 E. Walnut, Ste. A
Columbia, MO 65201

Telephone: _____
Facsimile: _____

For UChicago:

Rayid Ghani
Center Director
The University of Chicago
The Computation Institute
Searle Chemistry Laboratory
5735 S. Ellis Ave.
Chicago, IL 60637

Telephone: _____
Facsimile: _____

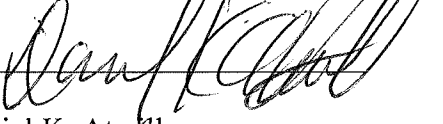
10. PUBLICITY. Neither Party shall make reference to the other Party in a press release or any other written statement in connection with the Project and the Program without the other Party's prior consent, which consent shall not be unreasonably withheld, if it is intended for use in the news media. If there is no notice of disapproval within 48 hours after delivery to the other party for its review, the materials shall be deemed approved. Notwithstanding the foregoing, UChicago shall be permitted to use Participant's name in a list of Program participants, which may also include a brief description of the Project.
11. WARRANTIES. **ANY RESEARCH OUTCOMES AND OTHER MATERIALS CREATED UNDER THIS AGREEMENT ARE PROVIDED "AS IS". UCHICAGO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE WORK OR PRODUCTS OF WORK CREATED UNDER THIS AGREEMENT, INCLUDING THE NON-INFRINGEMENT, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY INVENTION OR PRODUCT.** Participant acknowledges that research and other work performed under the Project will be conducted may not be subject to peer review or independent verification of results. Participant further acknowledges that UChicago will not guarantee any particular outcome or product.
12. LIABILITY.
 - (a) Participant agrees, only to the extent permitted by Missouri law, to hold harmless, indemnify and defend UChicago from all liabilities, demands, damages, expenses and losses arising out of the use or other disposition by Participant, or by any party acting on behalf or under the authorization of Participant, of any Project outcomes or deliverables or any items or materials derived from or related thereto.
 - (b) UChicago shall not be liable for any direct, consequential, or other damages resulting from the use of any Project outcomes or deliverables or any items or materials derived from or related thereto.
13. FORCE MAJEURE. UChicago shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond UChicago's reasonable control, or by reason of any of the following occurrences: labor disturbances or labor disputes of any kind, accidents, failure of any governmental

approval required for full performance, civil disorders or commotion's, acts of aggression, floods, earthquakes, acts of God, energy or other conservation measures, explosion, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrences.

14. ASSIGNMENT. Neither Party shall assign its rights or duties under this Agreement to another without the prior express written consent of the other Party.
15. SEVERABILITY. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
16. ENTIRE AGREEMENT. This Agreement with its incorporated exhibits, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, commitments, offers, contracts and writings. Any amendments or further addenda hereafter made shall be in writing and executed with the same formality.
17. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Illinois as adjudicated by a court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate by proper persons thereunto duly authorized.

Boone County, Missouri

By: 
Daniel K. Atwill

Presiding Commissioner

Date: 8-22-17

University of Chicago

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

PROJECT DESCRIPTION

Overview

Over the past couple years, a new effort has focused on scaling innovative, data-driven criminal justice reform practices pioneered at the local level to help meet the needs of a key population: People who repeatedly cycle through multiple systems, including jails, hospital emergency rooms, shelters, and other services. Sometimes called “super-utilizers,” they are often chronically homeless individuals, with mental illness, substance abuse, and health problems.

Working closely with leaders and the state and local level, we have identified a significant opportunity to scale and expand proven innovations at the local level using data-driven solutions to improve human outcomes, increase public safety, and generate significant cost savings by more effectively targeting existing resources. By crossing system silos such as homeless and jail systems, we see a significant opportunity to reduce the number of people who enter and stay in local jail systems.

Project Description

With support from the Laura and John Arnold Foundation (LJAF) and the Corporation for Supportive Housing (CSH), The University of Chicago is partnering with a number of local agencies to build a web-based data-integration tool to help communities integrate homeless and jail systems data. The tool will match common clients between the two systems and identify frequent users shared by the systems.

Outcomes and Interventions

The outcomes to be specifically targeted will be iteratively discussed and determined in partnership with the jurisdiction and the project evaluator.

Data

The University of Chicago’s Center for Data Science and Public Policy (DSaPP) requests a number of datasets for this study. The specific data sets will be tailored based on the data available for each jurisdiction and its defined outcomes. This document should be viewed as a draft, and the specific details of the data sets determined on a case by case basis with each jurisdiction.

A few notes on format and granularity - DSaPP’s preference is to receive a database dump rather than a cleaned data extract or report. We often do not know which fields are available within the jurisdiction nor do we know which fields will be predictive until we model them. Identifying individuals requires individual-level data. We will work with each jurisdiction to determine the appropriate level of access (e.g. data extracts vs working directly on jurisdiction

servers and databases).

Data may include the following:

1. Jail System

- a. Arrestee demographic information including, but not limited, to age, race and gender
- b. Unique identifier (may be combination of name, date of birth, and other identifying information)
- c. Arresting agency
- d. Arresting Officer
- e. Whether the arresting officer is CIT trained
- f. Type and severity of charges (or reason for booking -- e.g., Probation sanctions)
- g. Arrest / jail booking history
- h. Dates of arrest and release
- i. Bail bond activity
- j. Narrative/free text comment fields
- k. Any information from screenings that occur upon intake (e.g., physicals or suicide or general mental health screens)
- l. Security/Special Needs classifications (first time detainees, pregnant detainees, suicidal detainees or those with mental or medical concerns)
- m. Health information
 - i. Diagnoses
 - ii. Prognoses
 - iii. Treatments
 - iv. Substance abuse history
 - v. Mental health history
 - vi. Health facilities used
 - vii. Health professionals who have treated the arrestee (can be anonymized)
 - viii. Narrative/free text comment fields
 - ix. Referral source

2. Community Corrections Information

- a. Pre-Trial Supervision
 - i. Any pre-trial risk scores or other instruments for determining bond
- b. County Probation Supervision
 - i. Type of supervision
 - ii. Residence
 - iii. Risk/needs assessments
 - iv. Probation status
 - v. Probation sanctions
 - vi. Employment status
 - vii. Marital status
 - viii. Programs referred/attempted/completed

- ix. Drug tests
- 3. Homelessness Management Information System Data
 - a. Demographic information including, but not limited, to age, race and gender
 - b. Unique identifier (may be combination of name, date of birth, and other identifying information)
 - c. Agency names
 - d. Housing/services provided, including dates of entry and exit
 - e. Narrative/free text comment fields, such as case notes
 - f. Any information from screenings that occur upon intake (e.g., physicals or suicide or general mental health screens)
 - g. Special Needs classifications
 - h. Employment information
 - i. Social ties information (such as contact with friends and family)
 - j. Health information
 - i. Diagnoses
 - ii. Prognoses
 - iii. Treatments
 - iv. Substance abuse history
 - v. Mental health history
 - vi. Health facilities used
 - vii. Health professionals who have treated the arrestee (can be anonymized)
 - viii. Narrative/free text comment fields
 - ix. Referral source

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

22nd

day of

August

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers and Courthouse Plaza by the Air Force ROTC for November 4 & 5, 2017 from 10:00 a.m. (Nov. 4) to 3:00 p.m. (Nov 5)

Done this 22nd day of August, 2017.

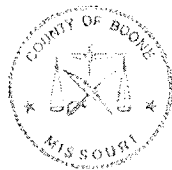
ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Air Force ROTC

Address: Crowder Hall

City: Columbia State: MO ZIP Code 65211

Phone: (573)882-7621 Website: airforce.missouri.edu

Individual Requesting Use: Brianne Caldwell

Position in Organization: Cadet Wing Commander

Address: Crowder Hall

City: Columbia State: MO ZIP Code 65211

Phone: (573)822-9717 Email: bncb83@mail.missouri.edu

Event: Annual ROTC Veteran's Day Parade/Ceremony

Description of Use (ex. Concert, speaker, 5K): Parade/Ceremony

Date(s) of Use: Saturday, 4 November 2017-Sunday, 5 November 2017

Start Time of Setup: 4 November, 1000 AM/PM

Start Time of Event: 5 November, 1111 AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 5 November, 1300 AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 5 November, 1500 AM/PM

Emergency Contact During Event: Ray Primmer Phone: (406) 899-1448

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: _____

Flyers, Posters, Radio, TV Commercial

How many attendees (including volunteers) do you anticipate being at your event? 200

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

It is an outdoor event, so the area will be evacuated to the nearest safe location.

Shelter will be taken at the public parking garage directly south of the event location.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

N/A

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: _____ # adults per _____ # minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Road Closure on E Walnut St from N 7th St to N 8th St

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Mark Kirkman

Address: Crowder Hall, Columbia, MO

Phone Number: 6307812669 Date of Application: 4/21/2017

Email Address: mpk994@mail.missouri.edu

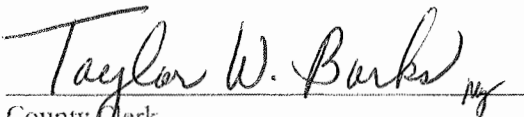
Signature: 

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

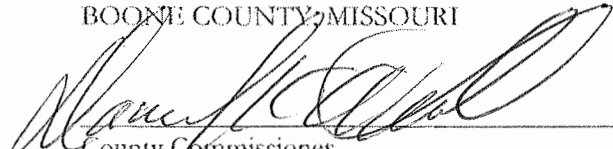
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI


County Commissioner

DATE: 8-22-17



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

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

Organization: Air Force ROTC
Address: Crowder Hall
City: Columbia State: MO ZIP Code: 65211
Phone: (573)882-7621 Website: airforce.missouri.edu
Individual Requesting Use: Brianne Caldwell Position in Organization: Cadet Wing Commander
Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Annual ROTC Veterans Day Parade/Ceremony (we will need restrooms and access to a water spigot)

Description of Use (ex. Speaker, meeting, reception): Parade/Ceremony

Date(s) of Use: Saturday, 4 November 2017-Sunday, 5 November 2017

Start Time of Setup: 4 November 2017, 1000 AM/PM Start Time of Event: 5 November 2017, 1111 AM/PM

End Time of Event: 5 November 2017, 1300 AM/PM End Time of Cleanup: 5 November 2017, 1500 AM/PM

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

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

Organization Representative/Title: Brianne Caldwell, Cadet Wing Commander

Phone Number: (573)822-9717 Date of Application: 28 July 2017

Email Address: bncb83@mail.missouri.edu

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:
Taylor W. Buckner
County Clerk

BOONE COUNTY, MISSOURI
Roger B. Wilson
County Commissioner

DATE: 8-28-17

BOONE COUNTY TREASURER RECEIPT

Receipt Number: 2017 2513 Receipt Date: 7/25/2017

Employee Initials: TRJULIE

Received From: FIGHTING TIGERS STUDENT ORG

Amount: \$*****100.00

Remarks: COURTHOUSE PLAZA 11/03/2017



Boone County Treasurer

Thomas Danough

Treasurer of Boone County

BOONE COUNTY TREASURER RECEIPT

Receipt Number: 2017 2596

Receipt Date: 8/01/2017

Employee Initials: TRCAROLI

Received From: 7/25/2017

Amount: \$*****100.00

Remarks: FIGHTING TIGERS STUDENT ORG
RETURNED CHECK #1253 ACCT. CLOS



Boone County Treasurer

Thomas Danrough

Treasurer of Boone County

BOONE COUNTY TREASURER RECEIPT

Receipt Number: 2017 2763

Receipt Date: 8/11/2017

Employee Initials: TRJULIE

Received From: FIGHTING TIGERS STUDENT ORG

Amount: \$*****103.00

Remarks: COURTHOUSE PLAZA 11/03/2017



Boone County Treasurer

Thomas Danrough

Treasurer of Boone County

*this receipt is
to replace the
return check
extra \$3 is for
the bank fee*