

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 2020

In the County Commission of said county, on the 21st day of May 2020

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 Contract Amendment Number One to contract R-BB-19002 Facilities Management Products and Solutions as approved in Commission Order 204-2020.

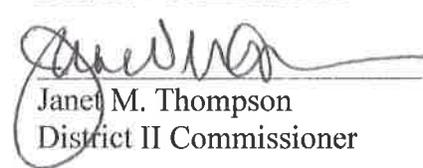
Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 21st day of May 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: May 12, 2020
RE: Amendment #1 to Contract R-BB-19002 Facilities Management Products and Solutions

Amendment #1 to contract R-BB-19002 for Facilities Management Products and Solutions with the Cintas Corporation that was awarded April 30, 2020 (Commission Order 204-2020) is being amended to add additional terms.

This amendment adds the Federal Emergency Management Agency (FEMA) requirements to the County's contract for federal assistance procurements. This will allow Boone County to receive reimbursement by FEMA for procurements related to the COVID-19 Emergency Declaration.

All other terms, conditions and prices of the original agreement remain unchanged.

This is a Countywide Term and Supply contract.

/lp

cc: Contract File

Commission Order #: 222-2020

Date: 5/22/2020

**CONTRACT AMENDMENT NUMBER ONE
FOR
FACILITIES MANAGEMENT PRODUCTS AND SOLUTIONS**

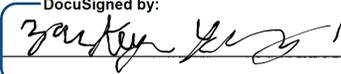
The Agreement **R-BB-19002** dated the 30th day of April 2020 made by and between Boone County, Missouri and **Cintas Corporation** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. In order for the County to receive reimbursement by the Federal Emergency Management Agency (FEMA) for federal assistance procurements, the attached procurement requirements are being added to the contract. (i.e. COVID-19 Emergency Declaration).
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

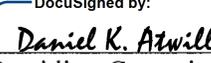
CINTAS CORPORATION

BOONE COUNTY, MISSOURI

By: 
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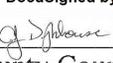
By: Boone County Commission

Title: Market Sales Manager


Residing Commissioner

APPROVED AS TO FORM:

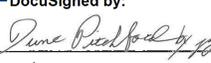
ATTEST:


County Counselor


County Clerk

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

County-Wide – Term & Supply

	5/15/2020	
Signature	Date	Appropriation Account

REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

ACCESS TO RECORDS

The following access to records requirements applies to the contract:

1. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

a. 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fail SECTION 5 – ATTACHMENTS RFP Number: 18-0905 73

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$100K+)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY POLICY AND CONSERVATION ACT

Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). **Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

ROYALTIES AND PATENTS

The contractor hereby guarantees that they has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs. The contractor shall hold and save Boone County, Missouri, its officers, agents, servants and employees, harmless from liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against contractor of County with respect to contractor's ownership and/or authority, the County may withhold payment of any sums otherwise required to be paid hereunder.

CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION

- a. The contractor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the contractor in furtherance of this contract shall be the property of the County. The contractor shall take such action as is necessary under law to preserve such property rights of the County while such property is within the control and/or custody of the contractor. By this contract, the contractor specifically waives and/or releases to the County any cognizable property right of the contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.
- b. The contractor understands and agrees that data, materials, and information disclosed to contractor may contain confidential and protected data. Therefore, the contractor promises and assures that data, material, and information gathered, based upon or disclosed to the contractor for the purpose of this contract, shall not be disclosed to others or discussed with other parties without the prior written consent of the County.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County of Boone, Missouri shall upon its own action or upon written request . of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant

is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DHS SEAL, LOGOS AND FLAGS

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

EQUAL EMPLOYMENT OPPORTUNITY (\$10K+)

For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as SECTION 5 – ATTACHMENTS RFP Number: 18-0905 76 provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

COPELAND "ANTI-KICKBACK" ACT (for all construction and repair)

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (Construction \$2K+)

Applicability of Davis-Bacon Act - The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - (construction, \$2K+; employment of mechanics/laborers, \$2,500+)

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

REMEDIES

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

TERMINATION

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience - The County may terminate the Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

CHANGES

Alterations, amendments, changes, modifications or additions to the contract shall not be binding on the County without prior written approval.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Signature

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

May Session of the April Adjourned

Term. 2020

In the County Commission of said county, on the 21st day of May 2020

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 Contract Amendment Number Two to contract 12-23MAR20 – Managed Print Services – Term & Supply.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two.

Done this 21st day of May 2020.

ATTEST:

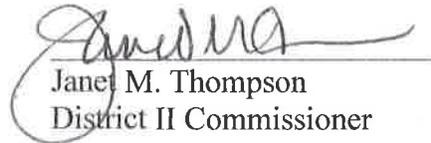

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: May 19, 2020
RE: Amendment #2 to Contract 12-23MAR20 – Managed Print Services –
Term & Supply

Amendment #2 to contract 12-23MAR20 for Managed Print Services that was awarded April 30, 2020 (Commission Order 202-2020) is being amended to add delivery of service to the Circuit Court, Circuit Clerk's Office, and the Juvenile Justice Division.

All other terms, conditions and prices of the original agreement remain unchanged.

Payments related to Amendment #2 by adding the referenced departments will be paid from the following Funds/Accounts:

- 1221 – Circuit Clerk/60050 Equipment Service Contract: \$13,500.00
- 1242 – Juvenile Justice Center/60050 Equipment Service Contract: \$500.00

/lp

cc: Contract File

Commission Order #: 223-2020

Date: 5/22/2020

**CONTRACT AMENDMENT NUMBER TWO
FOR
MANAGED PRINT SERVICES – TERM & SUPPLY**

The Agreement **12-23MAR20** dated the 30th day of April 2020 made by and between Boone County, Missouri and **SumnerOne, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Paragraph 2.1.1(a) shall be ADDED as follows:

2.1.1(a) The contractor shall extend services to the Circuit Court, the Circuit Clerk’s Office, and the Juvenile Justice Division located in the Boone County Courthouse at 705 E. Walnut Street as recipients of the contractor’s Managed Print Services. Equipment for the Circuit Court, the Circuit Clerk and the Juvenile Justice Division added to the contract is contained in **Attachment Two** to this amendment which is incorporated into the contract by reference.

2. Paragraph 2.21.2 shall be REVISED as follows:

2.21.2 The contractor must provide a **detailed invoice on a monthly basis to the Information Technology Department addressing equipment identified on Attachment One only**. Each monthly invoice must be sent to the County IT Department and include the following information: County defined unit name, Serial #, Make/Model, Device Type, number of prints per device. An electronic copy (.csv or .xls) of the billing and usage data must be provided with the invoice as part of the monthly billing process.

3. Paragraph 2.21.3 shall be ADDED as follows:

2.21.3 The contractor shall submit a separate monthly itemized invoice to the Boone County Circuit Court, the Boone County Circuit Clerk’s Office and the Juvenile Justice Office specific only to their coverage for their equipment identified in **Attachment Two**.

4. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

SUMNERONE, INC.

BOONE COUNTY, MISSOURI

DocuSigned by:
By: Wayne Rueger
A81D5989E70C45A...

By: Boone County Commission

Title: President / Head of Service Operations

DocuSigned by:
Daniel K. Atwill
B416994E1D64EB...

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
J. Johnson
County Counselor

DocuSigned by:
Brianna L. Lennon by MT
County Clerk

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

Funds/Accounts: 1170/60050: \$39,050.00 2045/60050: \$60.00 1263/60050: \$500.00 2040/60050: \$165.00 2703/60050: \$715.00 6100/60050: \$185.00 2010/60050: \$1,375.00; 1221/60050: \$13,500.00 1242/60050: \$500.00

DocuSigned by: <i>Jane E. Pritchard by my No Encumbrance Payment</i>	5/15/2020	
Signature	Date	Appropriation Account

**Attachment Two - Circuit Court, Circuit Clerk, and Juvenile Justice Equipment
Contract 12-23MAR20 - Amendment Two - Managed Print Services - Term & Supply**

Tag#	Serial#	Make	Device/Model	Meter Type	Location	Mono Pages +	Color Pages	= Total Pages
BNECCL3W	CNBC88VOYS	HP	HP Color LaserJet CP3505	Color & B/W	Boone County Courthouse - 705 E. Walnut	15,687.00	18,397.00	34,084.00
BNECTM02	VNB8K379F3	HP	HP Color LaserJet MFP M277dw	Color & B/W	Boone County Courthouse - 705 E. Walnut	4,455.00	2,592.00	7,047.00
BNEJVL07	JPBDQ04480	HP	HP LaserJet 400 color M451dn	Color & B/W	Boone County Courthouse - 705 E. Walnut	4,196.00	6,868.00	11,064.00
BNECCL19	JPBDY02627	HP	HP LaserJet 400 M401dn	B/W	Boone County Courthouse - 705 E. Walnut	27,510.00	-	27,510.00
BNECCL18	JPBDY02639	HP	HP LaserJet 400 M401dn	B/W	Boone County Courthouse - 705 E. Walnut	41,034.00	-	41,034.00
BNECCL21	VNB3H24816	HP	HP LaserJet 400 M401dn	B/W	Boone County Courthouse - 705 E. Walnut	21,536.00	-	21,536.00
BNECCL23	VNB4M15145	HP	HP LaserJet 400 M401dn	B/W	Boone County Courthouse - 705 E. Walnut	12,450.00	-	12,450.00
BNECCL24	VNG4300206	HP	HP LaserJet 400 M401dn	B/W	Boone County Courthouse - 705 E. Walnut	8,017.00	-	8,017.00
BNECCL25	VNG4300581	HP	HP LaserJet 400 M401dn	B/W	Boone County Courthouse - 705 E. Walnut	27,866.00	-	27,866.00
BNEJVL08	CNCCG3N1RP	HP	HP LaserJet 500 color M551	Color & B/W	Boone County Courthouse - 705 E. Walnut	4,360.00	16,728.00	21,088.00
BNECCL22	CNDCGB120Q	HP	HP LaserJet 500 color M551	Color & B/W	Boone County Courthouse - 705 E. Walnut	6,126.00	5,037.00	11,163.00
BNECCL01	CNDCGBX1SN	HP	HP LaserJet 500 color M551	Color & B/W	Boone County Courthouse - 705 E. Walnut	16,866.00	34,727.00	51,593.00
BNEJVL01	CNCCF340PS	HP	HP LaserJet 600 M601	B/W	Boone County Courthouse - 705 E. Walnut	216,951.00	-	216,951.00
BNECCL20	CNCCF4J1HL	HP	HP LaserJet 600 M601	B/W	Boone County Courthouse - 705 E. Walnut	244,055.00	-	244,055.00
BNEJVL04	CNCCG5C14W	HP	HP LaserJet 600 M601	B/W	Boone County Courthouse - 705 E. Walnut	329,943.00	-	329,943.00
BNEJVL12	CNCCG5C179	HP	HP LaserJet 600 M601	B/W	Boone County Courthouse - 705 E. Walnut	38,327.00	-	38,327.00
BNECCL04	CNDCGD121V	HP	HP LaserJet 600 M601	B/W	Boone County Courthouse - 705 E. Walnut	218,739.00	-	218,739.00
BNECCL06	CNDCGD121X	HP	HP LaserJet 600 M601	B/W	Boone County Courthouse - 705 E. Walnut	371,589.00	-	371,589.00

Attachment Two - Circuit Court, Circuit Clerk, and Juvenile Justice Equipment Contract 12-23MAR20 - Amendment Two - Managed Print Services - Term & Supply								
BNECCL05	CNDCGD122G	HP	HP LaserJet 600 M601	B/W	Boone County Courthouse - 705 E. Walnut	282,000.00	-	282,000.00
BNECMJ01	CNDCGD122H	HP	HP LaserJet 600 M601	B/W	Boone County Courthouse - 705 E. Walnut	82,203.00	-	82,203.00
BNECTM01	CNDCH2K056	HP	HP LaserJet 600 M601	B/W	Boone County Courthouse - 705 E. Walnut	240,662.00	-	240,662.00
BNEJVL02	CNDCH31068	HP	HP LaserJet 600 M601	B/W	Boone County Courthouse - 705 E. Walnut	34,156.00	-	34,156.00
BNEASC03	CNDCB8C0P7	HP	HP LaserJet M4345 MFP	B/W	Boone County Courthouse - 705 E. Walnut	330,538.00	-	330,538.00
BNEJVL11	MXFCG5M13V	HP	HP LaserJet M4555 MFP	B/W	Boone County Courthouse - 705 E. Walnut	311,720.00	-	311,720.00
BNEIS01	PHBGQ01574	HP	HP LaserJet M506	B/W	Boone County Courthouse - 705 E. Walnut	12,546.00	-	12,546.00
BNECRL01	PHBGQ01835	HP	HP LaserJet M506	B/W	Boone County Courthouse - 705 E. Walnut	820.00	-	820.00
BNECCL29	PHBCM5M152	HP	HP LaserJet M507	B/W	Boone County Courthouse - 705 E. Walnut	28,992.00	-	28,992.00
BNECCL08	CNBCHBQ0VM	HP	HP LaserJet M604	B/W	Boone County Courthouse - 705 E. Walnut	160,838.00	-	160,838.00
BNEMACS1	CNBCHBROVH	HP	HP LaserJet M604	B/W	Boone County Courthouse - 705 E. Walnut	235,604.00	-	235,604.00
BNECCL03	CNDCJDC28X	HP	HP LaserJet M604	B/W	Boone County Courthouse - 705 E. Walnut	33,767.00	-	33,767.00
BNEASC04	MXFCMB75MK	HP	HP LaserJet MFP M632	B/W	Boone County Courthouse - 705 E. Walnut	467.00	-	467.00
BNEJVL15	PHBTQ16145	HP	HP LaserJet Pro M501dn	B/W	Boone County Courthouse - 705 E. Walnut	7,479.00	-	7,479.00
BNEJVL16	PHBTR45823	HP	HP LaserJet Pro M501dn	B/W	Boone County Courthouse - 705 E. Walnut	20,290.00	-	20,290.00
X7734	N431Z03413	HP	TASKalfa 4500i	B/W	Boone County Courthouse - 705 E. Walnut	429,010.00	-	429,010.00

224-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

21st

day of

May

2020

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

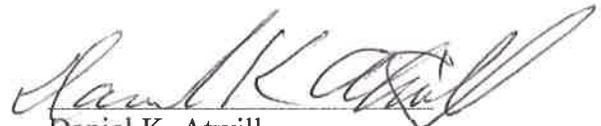
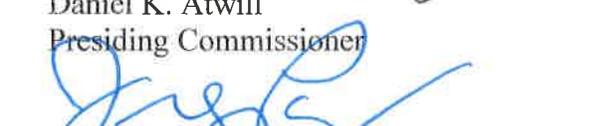
Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for Purchase of Services between Boone County and the City of Columbia for the Increasing Provider Confidence in Addressing Perinatal Distress Strategic Innovation Opportunity.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 21st day of May 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

CHILDREN'S SERVICES FUND: STRATEGIC INNOVATION OPPORTUNITY EXECUTIVE SUMMARY

Program Overview	
Organization Name	Columbia/Boone County Public Health and Human Services
Program Name	Increasing Provider Confidence in Addressing Perinatal Distress
Amount Requested	\$20,000.00
Total Project Cost	\$43,125.00
Statutorily Eligible Service Area	<ul style="list-style-type: none"> • Crisis Intervention • Psychological evaluations and professional counseling and therapy services for parents experiencing perinatal distress • Mental Health Screenings for anyone at risk for perinatal distress
Number of Unduplicated Individuals to be Served	Goal is to provide training for 75 providers with scholarships for 35 individuals

Program Summary
<p>Funds will be used toward bringing Postpartum Support International training to Boone County. The evidence-based two-day training is focused on educating nurses, physicians, social workers, mental health providers, childbirth professionals, social support providers, or anyone that would like to assess or treat perinatal mood disorders. Training leads to certification.</p> <p>Scholarships will be promoted throughout the county through the coalition and partners. They will distribute an online form for those that are interested in the scholarship. They will have 2 levels of funding - one at 50% and one at 100. They will be asked if organizations serve families in Boone County and if they serve low-income families. If they are requesting the 100%, they will ask if they are a 501c3 and to provide justification for requesting the 100%.</p>

Purpose
The funding will be used toward scholarships for providers for whom this is cost prohibitive
Performance Measures - Short Term Outcomes
Improve support for pregnant women, women who recently gave birth, or women who recently adopted a child within the past year and their partners. The outcome is to improve support through increased screening, increased referral to treatment, and improved treatment for parents. This training will increase the number of Boone County providers trained to treat perinatal distress.
Performance Measures – Long Term Outcomes
The children of parents experiencing perinatal distress will be targeted by this intervention through improved parent-child interactions as parents receive treatment. This training will increase organizations that screen for perinatal distress, increase providers providing treatment for perinatal distress, and increase parents receiving treatment for perinatal distress.



AGREEMENT FOR PURCHASE OF SERVICES
Strategic Innovation Opportunity
Increasing Provider Confidence in Addressing Perinatal Distress

THIS AGREEMENT dated the 21st day of May, 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children’s Services Board, herein “BCCSB” and **City of Columbia**, a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **City of Columbia**.

WHEREAS, the BCCSB, under the provisions of 67.1775 and 210.861 of the Revised Statutes of Missouri, has the right to expend monies from the Children’s Services Fund (CSF) for the purposes of funding services to children and youth 19 years of age and younger, and their families residing in Boone County; and

WHEREAS, City of Columbia has submitted a complete Strategic Innovation Opportunity Proposal Application to the BCCSB detailing the services and other supports to be provided along with the expected cost to City of Columbia thereof; and

WHEREAS, the BCCSB has approved the Strategic Innovation Opportunity Proposal in whole or in part as hereinafter set forth.

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

FUNDING ALLOCATION FOR SERVICES RENDERED BY CITY OF COLUMBIA

City of Columbia is expected to the greatest extent possible to maximize funding from all other sources. City of Columbia shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. City of Columbia shall only request reimbursement for services not reimbursable by any other source. City of Columbia shall not invoice the Children’s Services Fund for units of service invoiced to another funding source. City of Columbia shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

1. **BCCSB Funding Policy.** The BCCSB Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this BCCSB Agreement, the application for **City of Columbia** as described in the Strategic Innovation Opportunity Proposal Application, and responses to Request for Clarification. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the attached documents, the terms conditions, provisions, and requirements contained in this BCCSB Agreement shall prevail and control.

3. **Purchase.** The BCCSB agrees to purchase from City of Columbia and City of Columbia agrees to furnish the **Increasing Provider Confidence in Addressing Perinatal Distress** training program for service providers of children and youth nineteen years of age or less and their families, as described and in compliance with the Strategic Innovation Opportunity Proposal Application and as presented in **City of Columbia's** response. Services/deliverables shall be provided as outlined in the attached proposal response(s). The total allowable compensation under this agreement shall not exceed **\$19,925.00** unless compensation for specific identified additional services is authorized and approved by BCCSB in writing in advance of rendition of such services for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the date of contract execution and extend through the completion of described training program.

5. **Billing and Payment.** For the Purchase of Service Contract, the unit rate for services is the mutually agreed upon unit rate as provided in the table below.

Service Description	Unit Measurement	Unit Rate	Proposed # of Units	Total Amount Requested
Scholarship (Two-Day Training)	1 scholarship	\$375.00	35	\$13,125.00
Scholarship (Day Three Training)	1 scholarship	\$200.00	34	\$6,800.00

All billing shall be invoiced to BCCSB by the 10th of the month following the month for which services were provided. The BCCSB agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing dispute, the BCCSB reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of City of Columbia, the BCCSB agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the BCCSB. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the BCCSB shall have no obligation to continue payment.

REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The BCCSB shall utilize the Strategic Innovation Opportunity Application and responses to the Requests for Clarification as submitted by City of Columbia to monitor service delivery and program expenditures. City of Columbia agrees to submit to the BCCSB a report for the training provided including information on attendance, pre- and post-surveys, and data on whom the CSF provided scholarships to attend the training. This report is due no later than 30 days after the training has been held. Variations on this date may be requested by City of Columbia and, if so stipulated, are noted on this contract document. Payments may be withheld from City of Columbia if the report designated here is not submitted on time, until such time as the reports are filed and approved.

8. **Audits.** The City of Columbia also agrees to make available to the BCCSB a copy of its annual audit within four months after the close of the City of Columbia's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the BCCSB requires that the management report of any audit as it relates to BCCSB program activities be made available to BCCSB as part of the required audit. Payment may be withheld from the City of Columbia, if reports designated here are not made available upon request. Audits shall be uploaded to the Organization Profile in the Apricot System and continually kept up to date.

9. **Monitoring.** City of Columbia agrees to permit the BCCSB, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the BCCSB to monitor, survey and inspect City of Columbia's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, City of Columbia hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the BCCSB or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CSF funds and all other matters set forth in the contract.

10. **Modification or Amendment.** In the event City of Columbia requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the BCCSB for approval. A board resolution from City of Columbia may be required with the request. For consideration of a request to modify or amend the contract, requests to the BCCSB must be submitted in writing at least two weeks prior to a regularly scheduled BCCSB meeting.

OTHER TERMS OF THIS CONTRACT

11. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Children's Services Fund shall be investigated in accordance with

City of Columbia's policies and procedures and in accordance with any local/state/federal regulations. City of Columbia agrees to notify the BCCSB through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the BCCSB of any substantiated allegations. City of Columbia must comply with Missouri law regarding confidentiality of client records.

12. **Discrimination.** City of Columbia will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

13. **CSF to be used for Services Provided.** City of Columbia agrees that the CSF funds shall be used exclusively for the provision of providers that serve Boone County children and youth 19 years of age or less and their families and for administrative costs directly related to City of Columbia's provision of such services.

14. **Accreditation/Licensure/Certifications.** City of Columbia must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

15. **Conflict of Interest.** City of Columbia agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and City of Columbia, and this shall include any transaction in which City of Columbia is a party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

16. **Subcontracts.** City of Columbia may enter into subcontracts for components of the contracted service as City of Columbia deems necessary within the terms of the contract. All such subcontracts require the written approval of the BCCSB or their designated representative. In performing all services under the resulting contract agreement, City of Columbia shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

17. **Employment of Unauthorized Aliens Prohibited.** City of Columbia agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. City of Columbia shall require each subcontractor to affirmatively state in its Agreement with the City of Columbia that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide City of Columbia a sworn

affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

18. **Litigation.** City of Columbia agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against City of Columbia or any individual acting on the City of Columbia's behalf, including subcontractors, which seek to enjoin or prohibit City of Columbia from entering into this contract agreement of performing its obligations under this agreement.

19. **Board Ownership.** If City of Columbia ceases to be funded by the BCCSB or ceases to provide programs and services for Boone County children, youth, and their families, pursuant to this contract, all capital equipment, materials, and buildings purchased with CSF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the BCCSB. In addition, if City of Columbia no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, City of Columbia will need BCCSB approval to re-direct the use of such.

20. **Failure to Perform/Default.** In the event City of Columbia, at any time, fails or refuses to perform according to the terms of this contract, as determined by the BCCSB, such failure or refusal shall constitute a default hereunder, and the BCCSB will be relieved of any further obligation to make payments to City of Columbia as set out herein. This contract will be terminated at the option of the BCCSB.

21. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, this agreement may be terminated by the BCCSB upon 15 days' advance written notice for any of the following reasons or under any of the following circumstances:

a. BCCSB may terminate this agreement due to material breach of any term or condition of this agreement, or

b. BCCSB may terminate this agreement if key personnel providing services are changed such that in the opinion of the BCCSB delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of BCCSB, or

c. BCCSB may terminate this agreement should City of Columbia fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of notice of termination, City of Columbia shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. BCCSB shall reimburse the City of Columbia for outstanding expenses incurred up to the date of

termination, including noncancelable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

22. Insurance Requirements. The **City of Columbia** shall not commence work under this contract until they have obtained all insurance required in this section and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

a. Worker's Compensation and Employers' Liability Insurance: The **City of Columbia** shall take out and maintain during the life of this contract, Worker's Compensation and Employers' Liability Insurance for all their employees employed at the site of work, and in case any work is sublet, the **City of Columbia** shall require the subcontractor similarly to provide Worker's Compensation Insurance and Employers' Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by **City of Columbia**.

Worker's Compensation and Employers' Liability Insurance coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

b. Comprehensive General Liability Insurance: The City of Columbia shall take out and maintain during the life of this contract, such Comprehensive General Liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. The City of Columbia shall furnish the County with Certificate(s) of Insurance which name the County of Boone – Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

The City of Columbia shall provide the County with proof of Comprehensive General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of the City of Columbia in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to the City of Columbia.

c. **Professional Liability Insurance:** The City of Columbia is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional insured.

d. **Commercial Automobile Liability:** The City of Columbia shall maintain during the life of this contract, Commercial Automobile Liability Insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the City of Columbia's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

23. **Indemnification.** To the extent permitted under Missouri law, the City of Columbia agrees to hold harmless, defend and indemnify the BCCSB, the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the City of Columbia's services (meaning anyone, including but not limited to consultants having a contract with the City of Columbia or subcontractor for part of the services), or anyone directly or indirectly employed by the City of Columbia, or of anyone for whose acts the City of Columbia may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its negligence.

24. **Publicity by the City of Columbia.** City of Columbia shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. City of Columbia will acknowledge the BCCSB as a funding source whenever publicizing CSF funded programs. City of Columbia will collaborate with the BCCSB to inform the community about the ways its tax dollars are being invested in services and supports. City of Columbia agrees to acknowledge the Children's Services Fund as a funding source on written and electronic publications including brochures, annual reports, and newsletters.

25. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the BCCSB and City of Columbia. The BCCSB does not recognize any of the City of Columbia's employees, agents, or volunteers as those of the BCCSB.

26. **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.

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

28. **Record Retention Clause.** City of Columbia shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance

with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

29. **Notice.** Any written notice or communication to the BCCSB shall be mailed or delivered to:

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

Any written notice or communication to City of Columbia shall be mailed or delivered to:

City of Columbia
Attn: Stephanie Browning
Columbia/Boone County Public Health and Human Services
Columbia, MO 65203

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

City of Columbia

Boone County, Missouri

By: John Glascock
Signature

By: Boone County Commission
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

By: John Glascock, City manager
Printed Name/ Title

By: Boone County Children's Services Board
Les Wagner
Les Wagner, Board Chair

APPROVED AS TO FORM:

ATTEST:

County Counselor
County Counselor

Brianna L. Lennon
Brianna L. Lennon, County Clerk

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

June Parkford by jg 05/11/2020 (2161/71100/\$19,925.00)
Signature Date Appropriation Account

An Affirmative Action/Equal Opportunity Employer

Approved as to form:
City Counselor
City Counselor

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

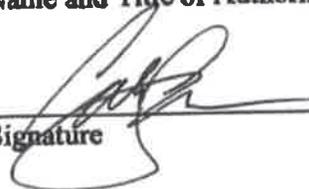
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(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.

City of Columbia, Missouri, Cale Turner, Purchasing Agent
Name and Title of Authorized Representative


Signature

4/13/2020
Date

STATES SELF-INSURERS RISK RETENTION GROUP, INC.
222 South Ninth St Suite 2700
Minneapolis, MN 55402-3332
(612) 766-3000

CERTIFICATE OF INSURANCE

Insured: City of Columbia, MO PO Box 6015 Columbia MO 65205	This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy(ies) below. This certificate of insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder.										
IMPORTANT: If the certificate holder is an Additional Insured, the policy(ies) must be endorsed. If Subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).											
Coverages: <p align="center">This is to certify that the policy(ies) of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies). Limits shown may have been reduced by paid claims.</p>											
Type of Insurance:	<table border="1"> <thead> <tr> <th data-bbox="454 861 678 911">Policy Number</th> <th data-bbox="685 861 906 911">Effective Date</th> <th data-bbox="912 861 1101 911">Expiration Date</th> <th data-bbox="1107 861 1230 911">Limits Occurrence</th> <th data-bbox="1237 861 1484 911">Limits Aggregate</th> </tr> </thead> <tbody> <tr> <td data-bbox="454 928 678 1045">Public Entity Excess Liability including Error or Omission Liability Coverage.</td> <td data-bbox="685 928 906 961">10/1/2019</td> <td data-bbox="912 928 1101 961">10/1/2020</td> <td data-bbox="1107 928 1230 961">\$3,000,000</td> <td data-bbox="1237 928 1484 961">\$10,000,000</td> </tr> </tbody> </table>	Policy Number	Effective Date	Expiration Date	Limits Occurrence	Limits Aggregate	Public Entity Excess Liability including Error or Omission Liability Coverage.	10/1/2019	10/1/2020	\$3,000,000	\$10,000,000
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Public Entity Excess Liability including Error or Omission Liability Coverage.	10/1/2019	10/1/2020	\$3,000,000	\$10,000,000							
Retroactive Date:	Occurrence Form Policy										
Description of Operations/Locations/Vehicles/Special Terms: Proof of insurance for city departmental activities.											
Certificate Holder:	CANCELLATION: Should the above described policy be cancelled before the expiration date thereof, notice will be delivered according to policy provisions.										
Self-Insured Retention: \$500,000	Authorized Representative: <div style="text-align: right;">  _____ Signature </div> <div style="text-align: right;"> 9/26/2019 Date </div>										

STRATEGIC INNOVATION OPPORTUNITY
CONCEPT PAPER COVER SHEET

Applicant Information

Organization Name: Columbia/Boone County Public Health and Human Services

Federal EIN Number: 43-6000810

Organization Type (choose one): tax-exempt/not-for-profit governmental

Address: 1005 W. Worley

City, State, Zip Code: Columbia, MO 65203

Name of Executive Director of Organization: Stephanie Browning

Telephone: 573-874-7769 Email Address: Laura.McCulloch@como.gov

Website: <https://www.como.gov/health/>

Project Information

Project Title: Increasing Provider Confidence in Addressing Perinatal Distress

Amount Requested: \$ 20,000 Total Project Cost: \$ 43,125

Are funds requested all or part of a required match for a grant? Yes No

Briefly describe how these funds will be used:

Funds will be used toward bringing PSI (Postpartum Support International) training to Boone County. The evidence-based two day training is focused on educating nurses, physicians, social workers, mental health providers, childbirth professionals, social support providers, or anyone that would like to assess or treat perinatal mood disorders. Training leads to certification.

Is there any other organization other than the applicant acting as a fiscal agent for this project?

Yes No We have applied for funding through Sage Therapeutics, and have not heard back yet.

If yes, please indicate the following:

Name of Fiscal Agent Organization: _____

Contact Person: _____ Telephone: _____

Name of Project Director (if different from Executive Director): _____

Project Director Title: _____

Telephone: _____ Email Address: _____

Increasing Provider Confidence in Addressing Perinatal Distress

Project Description

The proposed project would provide county-wide funding to providers that are interested in increasing their knowledge and/or confidence to treat and support parents experiencing perinatal distress. Perinatal distress encompasses any mood or anxiety disorder that occurs during pregnancy and up to one year postpartum. These disorders include depression, bipolar disorder, generalized anxiety disorder, panic disorder, social anxiety, obsessive compulsive disorder, and post-traumatic stress disorder.

Problem Project Addresses

National estimates report that 20 – 25% of mothers experience a perinatal mood disorder during pregnancy or during the postpartum period (National Perinatal Association) and an estimated 10% of partners experience postpartum depression. In Missouri, according to the PRAMS survey completed in 2015, 1 in 7 mothers experience symptoms of postpartum depression. The children of parents not treated for perinatal distress are at increased risk of developmental and mental health problems. Perinatal distress can result in a hostile and intrusive parenting style or a disengaged parenting style. In either scenario, the parent is not able to reliably and appropriately engage with their child. Over time, these parent-child interactions can lead to increased stress and anxiety in the child, which can interfere with brain development that may affect their ability to learn and put them at risk of emotional disorders (Harvard Center on the Developing Child). Increasing provider education to better serve families

Boone County Pregnancy and Postpartum Support

suicidal ideation, psychological evaluations and professional counseling and therapy services for parents experiencing perinatal distress, and mental health screenings for anyone at risk of perinatal distress.

The Boone County Pregnancy and Postpartum Support Coalition reports that parents suffering from perinatal distress often wait up to two months for treatment. Many agencies that work with perinatal parents hesitate to provide screening because of lack of timely referral options for parents with a positive screen. The intent of this project is to increase the number of providers trained to treat perinatal distress in order to increase screening and access to treatment in Boone County.

Intended Outcomes

The target population for this project is multi-tiered. Ultimately, we hope to target anyone who is pregnant or gave birth to or adopted a child within the past year, and their partners. The expected outcome is improved support through increased screening, increased referrals to treatment, and improved treatment for perinatal distress. The immediate target population is providers that will be screening or providing treatment for parents. In the long-term, the children of parents experiencing perinatal distress will be targeted by this intervention through improved parent-child interactions as parents receive treatment.

Approximately 25% of Boone County residents (45,299 individuals) are women of childbearing age (15-44 years of age) and may be served by this project, along with their partners, at some point during their childbearing years (DHSS Population MICA). The effect will

Boone County Pregnancy and Postpartum Support

actively working to improve resources and referrals around perinatal distress and bringing training to Boone County to increase awareness and education of perinatal distress.

Project Sustainability

Sustainability of the project will be achieved through the inclusion of trained providers on a perinatal distress resource handout which will be distributed within organizations. Through the dissemination of information regarding which providers can treat perinatal distress, we will be able to continue increasing the number of parents served.

Project Cost

Boone County Pregnancy and Postpartum Support requests \$20,000 in funding for the three-day PSI training. The minimum number of participants required for PSI to hold the training in Boone County is 75, which amounts to a total cost of \$43,125 if each participant chooses to complete the 3-day training. The funding would be used toward scholarships for Boone County providers that may otherwise not be able to attend the training. We have submitted a request for funds to Sage Therapeutics, and the Beacon of Hope foundation has mentioned interest in providing scholarships for rural Missouri providers that are outside of Boone County. At this time, we do not have donations or contributions toward the training.

Kristin Cummins

From: Kristin Cummins
Sent: Monday, February 24, 2020 11:28 AM
To: Laura McCulloch
Cc: Joanne Nelson
Subject: RE: SIO Proposal

You can take out the qualifier of being a non-profit. I didn't read your previous response clearly. We approve of the process you identified for providers to receive a scholarship.

Kristin Cummins

Program Specialist
Boone County Community Services Department
605 E. Walnut, Ste. A
Columbia, MO 65201
Phone: 573-886-4298
www.showmeboone.com/communityservices/

From: Laura McCulloch <Laura.McCulloch@como.gov>
Sent: Monday, February 24, 2020 11:25 AM
To: Kristin Cummins <KCummins@boonecountymo.org>
Cc: Joanne Nelson <JNelson@boonecountymo.org>
Subject: Re: SIO Proposal

Thank you, Kristin,
I don't think I can edit the flyers, but I will send them to PSI ASAP to include the log. One point of clarification - can the scholarship funds only be used for employees of nonprofit organizations?

On Mon, Feb 24, 2020 at 11:20 AM Kristin Cummins <KCummins@boonecountymo.org> wrote:

Laura,

Thank you for providing more information on how the scholarships. Please see the attached logo that must be included on the training flyers and any other promotional items. We request that the flyers include the following information:

“Scholarships are available for non-profit providers that serve Boone County children and families. Scholarships are made possible by the Boone County Children’s Services Fund.” Add any contact information.

Joanne also received an email for the Pregnancy and Postpartum Support Coalition and saw a few fliers promoting a training. Is this the same training that we will be funding scholarships for? If so, we will need you to send updated flyers with our logo ASAP.

I will have the contract to you by the end of the day. Thanks!

Providers will then receive a code that will be entered directly into the PSI registration form online. PSI will invoice us for these discount codes.

Please let me know if you have any other questions! Thank you!

On Fri, Feb 21, 2020 at 8:14 AM Kristin Cummins <KCummins@boonecountymo.org> wrote:

Hi Laura,

The proposal explains that Children's Services Funds will be used toward scholarships for Boone County providers that otherwise may not be able to attend the trainings. Would a scholarship for the two day training consist of the full \$375 or a portion? And again, is the scholarship the full \$200 for the third day or a portion?

Can you also provide more information on how scholarships will be made available and the cost burden for a provider is determined?

I'm just trying to get clarification in order to determine how to set up invoicing for those receiving scholarships.

Thanks!

Kristin Cummins

Program Specialist

Boone County Community Services Department

605 E. Walnut, Ste. A

Columbia, MO 65201

Phone: 573-886-4298

www.showmeboone.com/communityservices/

From: Laura McCulloch <Laura.McCulloch@como.gov>

Sent: Thursday, February 20, 2020 3:58 PM

To: Joanne Nelson <JNelson@boonecountymo.org>

Laura McCulloch, MPH, CHES

Health Educator

Columbia/Boone County Public Health and Human Services

1005 W. Worley

Columbia, MO 65203

Phone: (573) 874-7769

Laura.McCulloch@como.gov

CONFIDENTIALITY STATEMENT

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--

Laura McCulloch, MPH, CHES

Health Educator

Columbia/Boone County Public Health and Human Services

1005 W. Worley

Columbia, MO 65203

Phone: (573) 874-7769

Laura.McCulloch@como.gov

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--

Laura McCulloch, MPH, CHES

Health Educator

Columbia/Boone County Public Health and Human Services

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CERTIFIED COPY OF ORDER**STATE OF MISSOURI**

} ea.

May Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

21st

day of

May

2020

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

Now on this day, the County Commission of the County of Boone does hereby re-appoint the following:

Name	Board	Period
Bob Aulgur	Children Services Board	May 1, 2020 thru April 30, 2023
Jay Creasy	Building Code Commission	May 1, 2020 thru April 30, 2022
Dorothy Carner	Library Board	July 1, 2020 thru June 30, 2024
Susan Daly	Library Board	July 1, 2020 thru June 30, 2024
Frank Thomas	Board of Adjustment	May 1, 2020 thru April 30, 2024

Done this 21st day of May 2020.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 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

Dan Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Board of Adjustment

Name: FRANK THOMAS

Home Address: 6680 N BELL RD

City: Columbia **Zip Code:** 65202

Business Address: _____

City: _____ **Zip Code:** _____

At which address would you prefer to be contacted? _____

E-mail: fthomas@colinsgrp.com

Phone (Home): (573)356-9763 **Phone (Work):** (573)474-6193

Fax: _____

Qualifications:

current chairperson, renewing

Past Community Service:

References:

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

**Return Application
To:**

**Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311**

An Affirmative Action/Equal Opportunity Institution

Dan Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet Thompson, District II Commissioner



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Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Childrens Services Board
Name: Robert D Aulgur
Home Address: 3813 Bray Court
City: Columbia Missouri **Zip Code:** 65203
Business Address: Retired
City: _____ **Zip Code:** _____
At which address would you prefer to be contacted? HOME
E-mail: Drychi@yahoo.com
Phone (Home): (573)881-5956 **Phone (Work):** _____
Fax: _____

References:

Wally Pfeffer Ambassadors and Friend 20+ years, 573-449-0359. Ron Barrett City Employee and current neighbor 20+ years 573-356-9447

Are you a Boone County resident? Y
How long have you lived in Boone County? 31 Years 3 Months

Are you a registered voter? Y

Have you previously served as a member of a board? If yes, identify the board and dates of service.
Current member of Boone County Judicial and Law Enforcement Task Force for a three year term.

What other professional, civic or community endeavours are you currently involved in?
Board member of Missouri Municipal and Associate Circuit Judges Association, Chair-elect of Columbia Chamber of Commerce Ambassadors and Member of Chamber Governmental Affairs committee. Chapter Advisor to Sigma Chi Tau colony at Westminster College.

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.
Cole County Mo Asst. Prosecuting Attorney 1979-1985, Mo. Dept. of Revenue General Counsel 1985-1989, Boone County Asst. Prosecuting Attorney 1989-1993. Municipal Division Judge for Columbia Missouri 2003-2017.

Have you ever volunteered with or been employed by an agency that may provide services to eligible service recipients of the Children's Services Fund? Y
If so, please list the Agency, a description of the services provided by the Agency, the time frames of your involvement, and contact person and contact information for said Agency. Guardian ad Litem for 13th Judicial Circuit Court by judicial appointment during 1994-2003.

Have you or a family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children's Services Fund at any time? N
If yes, identify the individual who applied, their relationship to you and the date of the application.

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.
I believe in the goals and responsibilities of this committee. As a judge I was responsible for the budgeting and expenditure of public funds, and as a GAL, I have been responsible for providing services to at-risk children and their families.

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any "affiliated organization" of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children's Services Board? Y

If yes, please explain.

My son David Aulgur works part-time at Boys and Girls Club as the Recording Studio Manager. This is an hourly, less than 20 hours per week job, that he has given notice for ending in August 2020. He may do consulting work if needed after that date.

Are you or any related family member now or have you or a related family member ever been employed by Boone County? Y

If so, please give dates of employment and position held.

Boone County Assistant Prosecuting Attorney 1989-1993. No relationship with Boone County Children's Services Fund.

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Children's Services Board? N

If so, identify the interest and the relationship.

—

Have you every been arrested, charged, or convicted of any felony? N

If yes, please explain.

—

Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? N

If yes, please explain.

—

Have you ever been the subject of a substantiated allegation of abuse, neglect, or misconduct by any agency that involves care to others or abuse of others? N

If yes, please explain.

—

Are your Boone County taxes paid in full to date? Y

If no, please explain.

—

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application
To:

Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

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Dan Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Building Code Commission

Name: Jay Creasy

Home Address: 911 West Rollins Road

City: Columbia **Zip Code:** 65203

Business Address: 911 West Rollins Road

City: Columbia **Zip Code:** 65203

At which address would you prefer to be contacted?

E-mail: Benchmarkj@hotmail.com

Phone (Home): (573)999-9009 **Phone (Work):** (573)999-9009

Fax:

Qualifications:

I am an independent home inspector with extensive background in construction and current building codes.

Past Community Service:

I am currently and have served several term on the Boone County building code commission. I am currently on the city of Columbia building code commission. Optimist member. Past youth coach and volunteer for Habitat.

References:

Dave Nichols, Director of Public Works, Columbia Missouri Kevin Crane, Circuit Court Presiding Judge

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

**Return Application
To:**

**Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311**

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801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Library Board

Name: Dorothy Carner

Home Address: 4813 Norfolk Ct

City: Columbia **Zip Code:** 65203

Business Address: _____

City: Columbia, MO **Zip Code:** 65203

At which address would you prefer to be contacted? _____

E-mail: carnerd@missouri.edu

Phone (Home): (573)777-2433 **Phone (Work):** (573)882-6591

Fax: _____

Qualifications:

I have served on the Daniel Boone Regional Library Board, The Boone County Library Board, now the Columbia and Boone County Library Board since 2012 in several leadership capacities: BCL President, DBRL Vice President, Long term planning and finance chair. I'm the head of the journalism libraries at the University of Missouri. I want to continue to serve the community using my expertise and knowledge as a librarian and avid library customer.

Past Community Service:

My community service has been focused on the DBRL and CBCL board service since I moved to Columbia in 2007.

References:

Tonya Hays-Martin, Calloway County Library Board President tonya.hays-martin@dmh.mo.gov Deborah Ward, Interim Vice Provost for Libraries and University Librarian -University of Missouri wardDH@health.missouri.edu Lynden Steele Director of Photojournalism at the Reynolds Journalism Institute; Director of Pictures of the Year International - University of Missouri steele@rjonline.org

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

**Return Application
To:**

**Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311**

An Affirmative Action/Equal Opportunity Institution

Dan Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet Thompson, District II Commissioner



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Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Library Board
Name: Susan Daly
Home Address: 3800 E McGee Rd
City: Columbia **Zip Code:** MO
Business Address: 3610 Buttonwood Drive
City: Columbia **Zip Code:** 65201
At which address would you prefer to be contacted?
E-mail: sdaly7556@gmail.com
Phone (Home): 573-696-3486 **Phone (Work):** 573-874-6402
Fax: 573-874-0580

Qualifications:

Served on the BCLD for the past eight years; past president and member. Currently, president of the DBRL Regional Board. I have served on various boards in Hallsville and Columbia. I feel it is my duty to give back to the community I live in.

Past Community Service:

18 years Hallsville Board of Education - President for 12 years Hallsville Inter-Church Council - Treasurer 9 years Red Top Christian Church - Treasurer 9 year Hallsville Boy Scouts Treasurer 9 years Hallsville Little League Treasurer 9 years Currently: Great Circle Advisory Board Member

References:

Ms. Faye Johnson 442-6171 Mr. David Keller -874-4700 Ms. Rita James 763-257-3478

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

**Return Application
To:**

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Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311**

An Affirmative Action/Equal Opportunity Institution

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 2020

In the County Commission of said county, on the 21st day of May 2020

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 Special Warranty Deed relating to the transfer of the CMEC/Boone County Fairgrounds property to the City of Columbia, pursuant to a real estate contract approved in Commission Order 142-2020. The Presiding Commissioner is authorized to execute the Special Warranty Deed on behalf of Boone County and the County Counselor is authorized to deliver said Deed at the scheduled real estate closing.

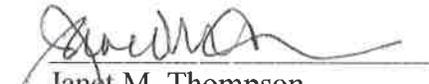
Done this 21st day of May 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

SPECIAL WARRANTY DEED

THIS INDENTURE, made on this 21 day of May, 2020, by and between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through its County Commission, herein **GRANTOR**, and **City of Columbia**, a political subdivision, herein **GRANTEE**. Grantee's mailing address: City of Columbia, 701 E Broadway, PO Box 6015, Columbia, MO 65205.

WITNESSETH, GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to it by GRANTEE, the receipt of which is hereby acknowledged, does by these presents SELL and CONVEY unto GRANTEE and its successors and assigns the following described lots, tracts, or parcels of land lying, being, and situated in Boone County, Missouri, for so long as the property is used for public recreation and entertainment purposes and including staff offices for the City Parks and Recreation Department employees and personnel, Convention and Visitors Bureau offices, facility maintenance equipment and recreational and tourism related activities, promotion and projects and all similar type activities necessary to carry out and further these purposes, and if said property is no longer used for public recreation purposes the estate shall cease and determine and the property shall revert to the Grantor, to wit:

Tract 1 as shown in a survey recorded at Book 4852, Page 155, Boone County records.

TO HAVE AND TO HOLD the described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto GRANTEE and unto its successors and assigns forever for so long as the property is used for public recreation purposes, GRANTOR hereby covenanting that:

1. the premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and
2. that it will warrant and defend the title to the premises unto GRANTEE and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

It is the intent of this Deed to create a fee simple determinable interest in the City of Columbia for use of the property for public recreation purposes.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed the day and year above written.

Boone County, Missouri
BY:


Daniel K. Atwill, Presiding Commissioner

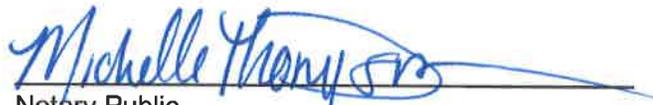
Attest:


Brianna L. Lennon, County Clerk

STATE OF MISSOURI)
)ss
COUNTY OF BOONE)

On this 21st day of May, 2020, before me, a Notary Public in and for said state, personally appeared Daniel K. Atwill, known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that he executed the same as Presiding Commissioner of the County of Boone, State of Missouri, as an authorized signatory of the County Commission, for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.


Notary Public

MICHELLE THOMPSON
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires: July 10, 2022
Commission # 18338944

STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 21st day of May, 2020, before me, a Notary Public in and for said state, personally appeared Brianna L. Lennon, known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that she executed the same as County Clerk of the County of Boone, State of Missouri, as authorized by official action of the County Commission, for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.



Notary Public

MICHELLE THOMPSON
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires: July 10, 2022
Commission # 18338944

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 2020

In the County Commission of said county, on the 21st day of May 2020

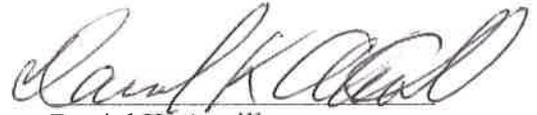
the following, among other proceedings, were had, viz:

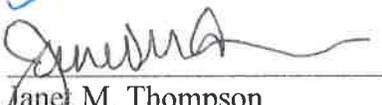
Now on this day, the County Commission of the County of Boone does hereby declare that certain public roads at the Boone County Fairgrounds created by the Quit-Claim Deed recorded in Book 3742, Page 92 of Boone County Records, which was authorized in Boone County Commission Order 557-2010 and accepted by Boone County Commission Order 568-2010, are no longer needed for public road purposes and, therefore, hereby revert back to private drives. The roads are described in the Quit-Claim Deed recorded in Book 3742, Page 92 of Boone County Records and are within the boundaries of the property described as Tract #1 in a survey recorded in Book 4852, Page 155 of Boone County Records.

Done this 21st day of May 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner