

April 29, 2020 incorporated above, and Awardee's application for CARES funding along with all supporting documentation submitted to County through County's electronic CARES portal. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of any conflict between any of the contract documents, this Agreement, the US Treasury Guidance and the Boone County federal funding certification shall prevail and control over any provisions in any of the other incorporated documents.

3. ***Approved Funding / Contract Not-To-Exceed.*** County will pay Awardee an amount not-to-exceed **fifteen thousand eight hundred seventy-five dollars forty cents (\$15,875.40)** to facilitate Awardee's human services program as set forth in its submitted application for CARES funding.

4. ***Submission of Expenditure Documentation & Unspent Funding.***
 - a. Awardee will submit invoice(s) to County documenting Awardee's COVID-19 related expenditures as contemplated in Awardee's application for CARES funding, along with supporting documentation, in a form approved by County.
 - b. Awardee will recognize a final program close-out date of December 30, 2020, and will return any unspent and un-incurred monies received by Awardee from County by January 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2020 as unspent monies under this Agreement.
 - c. Any approved personnel-related expenses shall be documented using the format attached hereto as Exhibit A. Awardee shall specifically note if the submitted personnel expenses relate to personnel that were engaged in public safety, public health, health care, or human services duties.
 - d. A comprehensive, aggregated report detailing expenditures of CARES funding pursuant to this Agreement shall be provided to County at the conclusion of the program.

5. ***Certification at conclusion of services under Agreement.*** At the end of the services contemplated herein, Awardee will certify to the County as follows:
 - a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's budget most recently approved as of March 27, 2020; and 3) incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
 - b. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.

- c. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
- d. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
- e. The person signing the final certification has authority to do so on behalf of and for Awardee.

6. ***Avoiding Duplication of Funding.*** Awardee shall not invoice County for expenses invoiced to another funding source. Awardee shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Awardee agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

8. ***Modification or Amendment.*** In the event Awardee 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 County's Office of Emergency Management for consideration and possible approval by the County Commission.

9. ***Compliance with Laws.*** In performing all services under the resulting contract agreement, Awardee shall comply with all applicable local, state, and federal laws.

10. ***Discrimination.*** Awardee 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 with applicable provisions of federal and state laws and county or municipal statutes or ordinances which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

12. ***Employment of Unauthorized Aliens Prohibited.*** Awardee agrees to comply with Missouri State Statute section 285.530 in that Awardee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of

Missouri. Awardee shall require each subcontractor to affirmatively state in its Agreement with the Awardee 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 Awardee a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

13. **Termination.** This Agreement may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon 15 days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

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

15. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between County and Awardee.

16. **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.

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposals or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for Awardee funding.


18. **Notice.**

- a. Any written notice or communication to **County** shall be mailed or delivered to: Boone County OEM, CARES funding program, 2145 County Drive, Columbia, MO 65202.
- b. Any written notice or communication to **Awardee** shall be electronically submitted to Awardee's contact email on file with County and/or mailed or delivered to: **Voluntary Action Center**
403A Vandiver Drive
Columbia, MO 65202

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

Voluntary Action Center, Awardee

By:



Printed Name & Title:

Nick Foster, Exec. Director

Boone County, Missouri

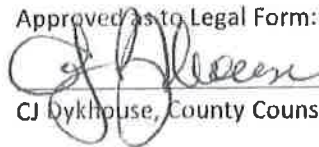
By: Boone County Commission

Daniel K. Atwill
 Daniel K. Atwill, Presiding Commissioner

ATTEST:

Bianna L. Lennon
 Bianna L. Lennon, County Clerk 

Approved as to Legal Form:


 CJ Dykhouse, County Counselor

BOONE COUNTY 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.)

Jane Potekhal by J
 Signature

12/14/20
 Date

2982-84200
 Appropriation Account

SH
 HF

585 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

December Session of the October Adjourned

Term. 20

In the County Commission of said county, on the

15th

day of December

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 of the MOU (Memorandum Of Understanding) between the 13th Judicial Circuit and Boone County and Missouri State Public Defender's Office.

Done this 15th day of December 2020

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parr
Fred J. Parr
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**MEMORANDUM OF UNDERSTANDING
BETWEEN
13TH JUDICIAL CIRCUIT
AND
BOONE COUNTY
AND
MISSOURI STATE PUBLIC DEFENDER'S OFFICE**

THIS AGREEMENT is entered into this _____ day of December, 2020 (the "Effective Date"), between the 13th Judicial Circuit, (hereinafter "Circuit Court"), Boone County, Missouri (hereinafter "County"), and the Missouri State Public Defender's Office (hereinafter "Public Defender") for the purposes set out hereunder:

WHEREAS, the Public Defender maintains a list of defendants who are eligible for Public Defender services but not yet represented by attorneys and are therefore on the Boone County Public Defender's Waitlist; and

WHEREAS, Circuit Court desires to eliminate the Public Defender Waitlist; and

WHEREAS, Public Defender has a donor willing and able to provide a monetary donation to pay for panel attorneys through the Public Defender, to provide legal services for defendants on the Boone County Public Defender's Waitlist; and

WHEREAS, consistent with the County Budget Law (RSMo §§50.525-50.745), the contributions contemplated herein shall be paid to the Boone County Treasurer, for subsequent appropriation to the Circuit Court in accordance with Missouri law.

NOW, in consideration of the mutual undertakings and agreements, the parties agree as follows:

GENERAL CONTRACT TERMS:

This Memorandum of Understanding (hereinafter "MOU") shall be effective from the Effective Date through the final payment exhausting this donation, or December 31, 2021, whichever comes first (the "Term").

1. This agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.
2. This agreement shall be entered into under the laws of the State of Missouri and the rights and obligations of the parties hereunder shall be governed according to the laws of said state.
3. No modification, amendment, renewal, extension or other alteration of this agreement shall be effective unless mutually agreed upon in writing by the parties and incorporated herein as an official amendment to this agreement.

4. No party can assign this agreement to any person, corporation, partnership or other entity without express written approval of the other parties and incorporation herein as an official amendment to this agreement.
5. The expenditure of funds contemplated herein shall be done in accordance with all applicable federal, state, and local laws, rules, and regulations.
6. Notwithstanding the Circuit Court's support for donation to eliminate the Waitlist, the parties recognize and agree that both the Public Defender and the Circuit Court shall maintain their independence and shall avoid any actions that would give any appearance that the Circuit Court controls or influences the acts of the Public Defender in its administration of the Panel Attorneys.
7. Each of the persons signing this MOU represent that he/she has been duly authorized and empowered, by order, ordinance, or otherwise, to execute this document and that all necessary action on behalf of said party to effectuate said authorization has been taken and is done.
8. Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
9. This MOU is for the sole benefit of the parties. Nothing in this MOU is intended to confer any rights or remedies on any third party.
10. Any financial obligations imposed on the Circuit Court and/or County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this MOU, the decision whether or not to budget or appropriate funds, or to extend this MOU for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County.
11. The parties agree to fully cooperate with each other in good faith to give full force and effect to the terms and intent of this Memorandum of Understanding.

IMPLEMENTATION DATE:

The Public Defender shall begin assigning attorneys to be paid by this newly created fund beginning on or about December 15, 2020.

PANEL ATTORNEYS APPOINTED-TO-CASES ON THE WAITLIST:

1. The Circuit Court and Public Defender agree that the Public Defender will assign panel attorneys (independent contractors of the Public Defender) to cases on the Public Defender's Boone County Waitlist.
2. Payment for each case shall be based on the Public Defender's contract rate (Attachment A).

3. Panel Attorneys assigned to cases who enter an appearance on assigned cases shall be entitled to payment.
4. The Public Defender shall provide the Circuit Court with an invoice that includes the list of attorneys assigned, the cases they entered on, and the amount owed, on a monthly basis.
5. The Circuit Court will verify the attorneys are entered on the case via Case.net, and submit the invoices to the County.
6. The County will send the attorneys the amount they are owed from the newly created fund.
7. The County will send the necessary tax forms to Panel Attorneys regarding fees paid in these cases.
8. Panel Attorneys that have other litigation-related expenses shall abide by their contract with the Public Defender regarding those costs.

FUNDING:

1. The Public Defender agrees \$300,000 will be provided to the County from a private donor.

TIMING AND AMOUNT OF CONTRIBUTIONS:

1. During the Term of this Memorandum of Understanding, the County agrees to accept funds from a donor identified by the Public Defender in an amount not to exceed \$300,000.
2. The checks should be written to "Boone County" and directed to Tom Darrough, Boone County Treasurer, 801 E. Walnut, Room #205, Columbia, Missouri 65201.

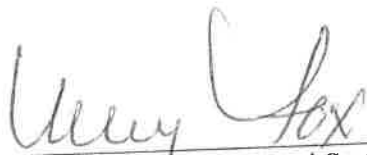
COMMUNICATION:

Circuit Court agrees to accommodate Special Public Defenders participating in these assignments by making available remote court appearances to the greatest extent possible under the law, including but not limited to conference calls, video conference calls, and email.

This Memorandum of Understanding is effective upon the signature of the parties and shall terminate only upon written notice to the other party.

Missouri State Public Defender's Office

By:



Mary Fox, Director, Missouri State Public Defender

13th Judicial Circuit

By:



Mary Epping, Court Administrator

ATTACHMENT A – Panel Attorney Contract Rates

<https://publicdefender.mo.gov/private-counsel-opportunities/mspd-contracting/panel-rates/>

Case Type	Contract Guideline
Murder 1st Degree	\$10,000
Sexual Predator Hearing	\$4,000
Sexual Predator Trial	\$8,000
Other Homicide	\$6,000
AB Felony Drug	\$750
AB Felony Other	\$1,500
AB Felony Sex	\$2,000
CDE Felony Drug	\$750
CDE Felony Other	\$750
CDE Felony Sex	\$1,500
Misdemeanor	\$375
Probation Violation	\$375
Juvenile Murder 1st Degree	\$2,000
Juvenile Other Homicide	\$1,500
Juvenile AB Felony Drug	\$500
Juvenile AB Felony Other	\$750
Juvenile AB Felony Sex	\$1,250
Juvenile CDE Felony Drug	\$500
Juvenile CDE Felony Other	\$500
Juvenile CDE Felony Sex	\$1,000
Juvenile Misdemeanor	\$375
Juvenile Status	\$375
Juvenile Motion to Modify Supervision Violation Only	\$375
PCR Rule 24.035 Motion	\$500
PCR Rule 24.035 Evidentiary Hearing	\$250
PCR Rule 24.035 Appeal	\$500
PCR Rule 29.15 Motion	\$1,000
PCR Rule 29.15 Evidentiary Hearing	\$500
PCR Rule 29.15 Appeal	\$1,875
Direct Appeal	\$3,750

586 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 2020

In the County Commission of said county, on the

15th

day of

December

20 20

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

Now on this day, the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorizes the Presiding Commissioner to sign it:

- Martha's Grove Plat 3. S3-T47N-R12W. R-S Tracy Arey Real Estate LLC, owner David Butcher, surveyor

Done this 15th day of December 2020.

ATTEST:

Brianna L. Lennon Jr
 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

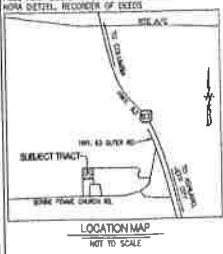
Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

FILED FOR RECORD IN BOONE COUNTY, MISSOURI
MORA DETTEL, RECORDER OF DEEDS

FINAL PLAT MARTHA'S GROVE, PLAT No. 3

A REPLAT OF LOT 202, MARTHA'S GROVE PLAT 2, LOCATED IN THE SOUTHWEST
QUARTER OF SECTION 3, TOWNSHIP 47 NORTH, RANGE 12 WEST
BOONE COUNTY, MISSOURI
APRIL 27, 2020

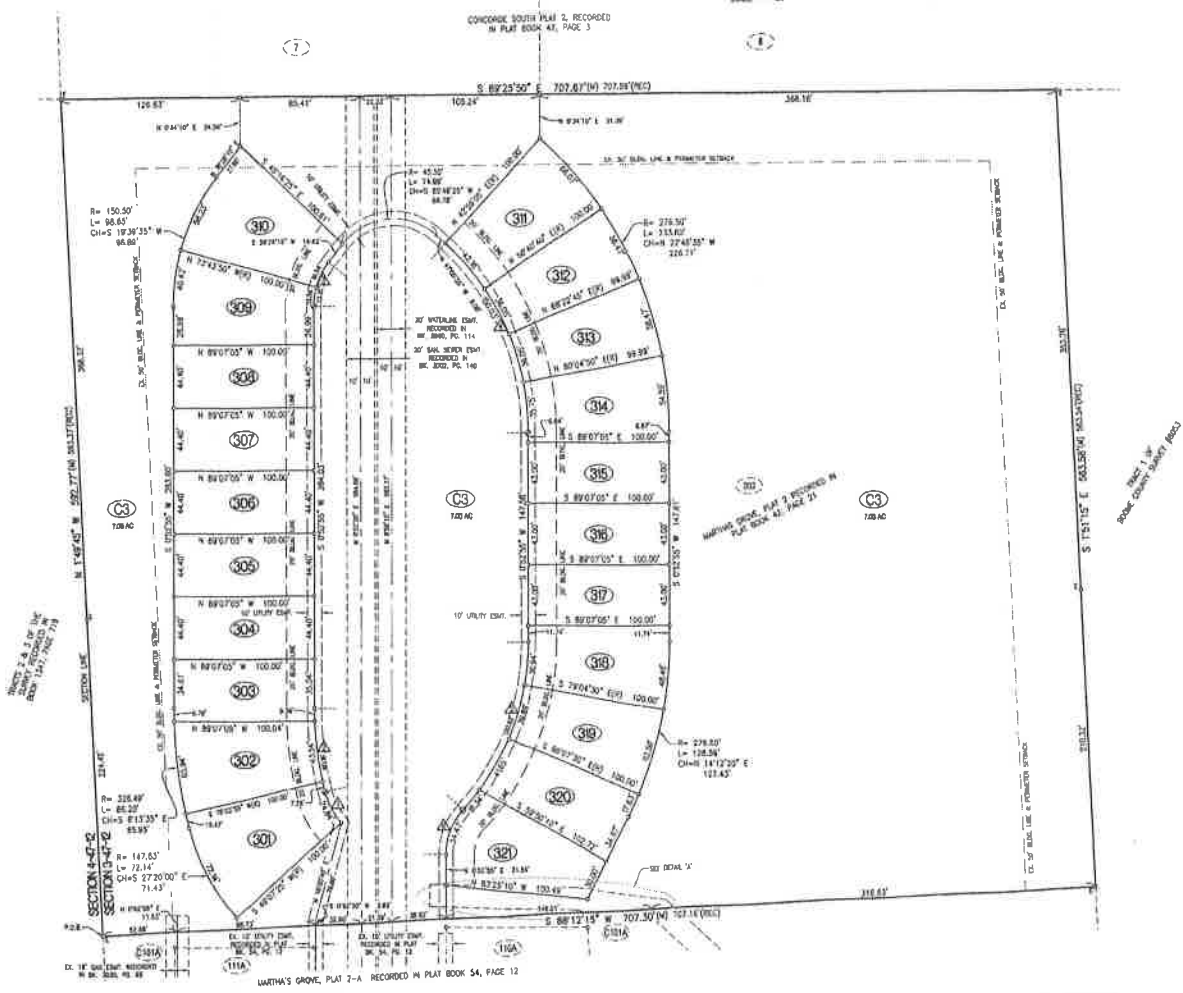
Received
APR 28 2020
Boone County
Recorder's Department



- LEGEND:**
- EXISTING
 - SET 1/2" IRON PIPE (UNLESS NOTED OTHERWISE)
 - PERMANENT MONUMENT
 - MEASURED DISTANCE
 - (C3) RECORDED INSTRUMENT
 - (F) FENCE LINE
 - P.O.B. POINT OF BEGINNING



SCALE: 1" = 40'
BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE), OBTAINED FROM GPS OBSERVATION.



CERTIFICATION:

I HEREBY CERTIFY THAT IN APRIL 2020, I COMPLETED A SURVEY AND SUBDIVISION FOR TRACY ARIEL REAL ESTATE, LLC, OF A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 47 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI AND BEING ALL OF LOT 202 OF MARTHA'S GROVE PLAT 2 RECORDED IN PLAT BOOK 42, PAGE 21 AND DESCRIBED BY THE RECORDED INSTRUMENT IN BOOK 54, PAGE 123 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 202 OF MARTHA'S GROVE PLAT 2 AND WITH THE LINES THEREOF, N 1°49'45\"/>

I FURTHER CERTIFY THAT I SURVEYED THE ABOVE DESCRIBED PROPERTY AND SUBDIVIDED IT AS SHOWN ON THE PLAT IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

SURVEY AND PLAT BY:
CROCKETT ENGINEERING CONSULTANTS, LLC
1000 W. MIDLAND BLVD., SUITE 100
COLUMBIA, MO 65204

CORPORATE NUMBER: 2000111354
[Signature]
DANIEL BURCH, PLS-2000014095
DATE: 4/27/20

STATE OF MISSOURI: SS
COUNTY OF BOONE: SS

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ IN THE YEAR 2020.

NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 22, 2022
COMMISSION NUMBER 1465547
[Signature]
KENNETH FARMS

KNOW ALL MEN BY THESE PRESENTS:

THAT TRACY ARIEL REAL ESTATE, LLC, IS THE SOLE OWNER OF THE HEREIN DESCRIBED TRACT AND THAT SAID UNITED LIABILITY COMPANY HAVE CAUSED SAID TRACT TO BE SURVEYED, SUBDIVIDED, AND PLATED AS SHOWN ON THE ABOVE DRAWING, THE EASEMENTS AS SHOWN, ARE HEREBY DEDICATED TO BOONE COUNTY FOR THE PUBLIC USE FOREVER. THE ABOVE DRAWING AND DESCRIPTION SHALL, HEREINAFTER BE KNOWN AS MARTHA'S GROVE, PLAT NO. 3.

IN WITNESS WHEREOF, TRACY ARIEL REAL ESTATE, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBERS, THIS _____ DAY OF _____, 2020.

TRACY ARIEL REAL ESTATE, LLC
TRACY ARIEL, MEMBER
STATE OF MISSOURI: SS
COUNTY OF BOONE: SS

ON THIS _____ DAY OF _____ IN THE YEAR 2020 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED TRACY ARIEL, MEMBER AND BETH A. ARIEL, MEMBER, OF TRACY ARIEL REAL ESTATE, LLC, KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT IN BEHALF OF SAID COMPANY, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED, IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 22, 2022
COMMISSION NUMBER 1465547
[Signature]
KENNETH FARMS

CURVE TABLE				
CURVE	R	L	CHORD	CHORD
1	50.50'	24.64'	S 27°20'00\"/>	

NOTES:

- THIS TRACT IS MAP LOCATED IN JUNE, AREAS DETERMINED TO BE POSEY THE 0.2% ANNUAL FLOODPLAIN AS SHOWN BY THE F.E.M.A. F.I.R.M. PANEL NO. 280700000E, DATED: APRIL 19, 2011.
- THIS SURVEY CONFORMS TO THE ACCURACY STANDARDS FOR LAND SURVEYS AS DETERMINED BY CODE OF STATE REGULATIONS 2 CSR 90-60.040(2).
- A CURRENT TITLE COMMITMENT HAS NOT PROVIDED FOR THIS SURVEY.
- BOONE COUNTY NOTE: THESE LOTS MAY BE FURTHER SUBDIVIDED WITHOUT VIOLATION AS ALLOWED BY SECTION 18.3 OF THE BOONE COUNTY SUBDIVISION REGULATIONS. PROVIDED ALL FUTURE PLATS ARE PREPARED IN ACCORDANCE WITH SAID BOONE COUNTY SUBDIVISION REGULATIONS.
- NO PART OF THE TRACT IS LOCATED WITHIN THE STRONG BUFFER AS DEFINED BY STRONG BUFFER REGULATIONS, CHAPTER 18 OF BOONE COUNTY ZONING REGULATIONS. THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION EXCEPT AS SPECIALLY APPROVED BY THE DIRECTOR.
- THIS TRACT IS SUBJECT TO THE BOONE COUNTY STORMWATER ORDINANCE.
- LOT C3 IS INTENDED TO BE A COMMON LOT GRANTED TO THE HOMEOWNERS ASSOCIATION. LOT C3 WILL BE USED TO PROVIDE INGRESS/EGRESS TO LOTS 301 THROUGH 321 HEREON.

RECEIVED & ACCEPTED BY THE BOONE COUNTY COMMISSION THIS _____ DAY OF _____, 2020.
BOB HARRIS, CHAIRPERSON
SHARNA L. LINDSEY, COUNTY CLERK



MARTHA'S GROVE, PLAT No. 3
A REPLAT OF LOT 202, MARTHA'S GROVE PLAT 2, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 47 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI.
CORPORATE NUMBER: 20006000
CROCKETT ENGINEERING CONSULTANTS, LLC
1000 W. MIDLAND BLVD., SUITE 100
COLUMBIA, MISSOURI 65204
www.crockettllc.com

APPROVED BY THE BOONE COUNTY PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2020.
BOB HARRIS, CHAIRPERSON
SHARNA L. LINDSEY, COUNTY CLERK