

17-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 21

County of Boone

} ea.

In the County Commission of said county, on the

14th

day of

January

20 21

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

Now on this day, the County Commission of the County of Boone does hereby award bid 38-26OCT20 – HVAC Units and Parts – Term & Supply opened on December 16, 2020. One bid was received. Facilities Maintenance recommends award to Plumb Supply Company, LLC.

Invoices will be paid from department 6100 – Facilities Maintenance, and account 60200 – Equipment Repairs/Maintenance.

Done this 14th day of January 2021.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

**PURCHASE AGREEMENT  
FOR  
HVAC UNITS AND PARTS TERM & SUPPLY**

**THIS AGREEMENT** dated the 14<sup>th</sup> day of January 2021, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Plumb Supply Company, LLC**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **HVAC Units and Parts Term & Supply**, bid number **38-26OCT20**, any applicable addenda, and the Contractor's bid response dated **December 11, 2020** and executed by **Tony Cochran** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification, and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall **begin on January 1, 2021 and extend through December 31, 2021** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

**4. Delivery** - Contractor agrees to deliver items as required in the bid specifications. Delivery of urgent items should be provided within twenty-four (24) hours after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the **Boone County Facilities Maintenance Department** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of nine percent (9%) per annum on disputed amounts withheld commencing from the last date that payment was due.

**6. 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.

**7. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid

specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

**8. Termination** - This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

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

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

**PLUMB SUPPLY COMPANY, LLC**

By DocuSigned by:  
Tony Cochran  
D338BD675654497...

Title Inside Sales

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

DocuSigned by:  
Daniel K. Atwill  
President Commissioner

APPROVED AS TO FORM:

DocuSigned by:  
A. Spilhaus  
County Counselor

ATTEST:

DocuSigned by:  
Christina L. Johnson  
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.)

DocuSigned by:  
June F. Pritchard by J  
No Exemptions Required  
Signature

1/6/2021  
Date

6100/60200 Term & Supply  
Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this **MUST** be noted on the Bid/Proposal Response Form or a Memo attached.
19. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
20. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
21. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

18-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 21

County of Boone

} ea.

In the County Commission of said county, on the

14th

day of

January

20 21

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

Now on this day, the County Commission of the County of Boone does approve this Amendment for Contract 137-123117SS – Cartegraph Upgrade, Subscription, Support, Maintenance. The original order was approved by commission for award to Cartegraph Systems, Inc. of Dubuque, Iowa on January 5, 2017, commission order 6-2017.

This amendment replaces the Master Purchase Agreement and Amendment Three pricing page which includes the attached pricing for the next two years.

Invoices will be paid in equal amounts from departments 2040 – Road & Bridge Maintenance Operations and 2045 – RM – Design and Construction, account 70100 – Software Subscriptions.

Done this 14th day of January 2021.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

**CONTRACT AMENDMENT NUMBER FOUR  
PURCHASE AGREEMENT FOR  
CARTEGRAPH UPGRADE, SUBSCRIPTION, SUPPORT, MAINTENANCE  
(WORK ORDER AND ASSET MANAGEMENT SOFTWARE SYSTEM)**

The Agreement 137-123117SS dated January 5, 2017 made by and between Boone County, Missouri and **Cartegraph Systems, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. REPLACE the Purchase Agreement and Amendment Three pricing page with the following that includes:

**Year 2**

**SOLUTIONS**

Cartegraph OMS Platform by Asset	Asset Subscription, Cloud Deployment 2/1/2021 - 1/31/2022	4	\$2,961.25	\$11,845.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$6,900.00	\$6,900.00
Cartegraph OMS Extension	Offline with Cartegraph for iPad	1	\$2,300.00	\$2,300.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,609.00	\$10,609.00
OMS Hosting Option	Offline Backups	12	\$200.00	\$2,400.00
<b>YEAR 2 SUB-TOTAL</b>				<b>\$34,054.00</b>

**Year 3**

**SOLUTIONS**

Cartegraph OMS Platform by Asset	Asset Subscription, Cloud Deployment 2/1/2022 - 1/31/2023	4	\$3,050.00	\$12,200.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$7,100.00	\$7,100.00
Cartegraph OMS Extension	Offline with Cartegraph for iPad	1	\$2,370.00	\$2,370.00
Cartegraph OMS – Users	User Pack Subscription – 50 Named Users	1	\$10,925.00	\$10,925.00
OMS Hosting Option	Offline Backups	12	\$200.00	\$2,400.00
<b>YEAR 3 SUB-TOTAL</b>				<b>\$34,995.00</b>

<b>Total Cost (2-Year Term)</b>				<b>\$69,049.00</b>
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2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

Commission Order: 18-2021

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

**CARTEGRAPH SYSTEMS, INC.**

By *Mitch Bradley*  
DocuSigned by:  
439C3A53C532492...  
Title SVP Sales & Marketing

**BOONE COUNTY, MISSOURI**

By: Boone County Commission  
DocuSigned by:  
*Daniel K. Atwill*  
Presiding Commissioner

**APPROVED AS TO FORM:**

DocuSigned by:  
*[Signature]*  
County Counselor

**ATTEST:**

DocuSigned by:  
*Brianne L. Lennon*  
County Clerk

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.)

DocuSigned by: <u><i>[Signature]</i></u> Signature	1/8/2021 Date	2040,2045 /70100 Appropriation Account
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19 -2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 21

County of Boone } ca.

In the County Commission of said county, on the

14th

day of

January

20 21

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

Now on this day, the County Commission of the County of Boone does approve bid number 47-21DEC20 – Crushed Stone Aggregate and Chip Seal Products was opened on December 21, 2020 with three (3) Responses received. Road & Bridge recommends award by best bid to the following bidders:

1. **Capital Quarries Company, Inc.** located at 23400 Old Highway 63 South in Hartsburg, Missouri for all items bid **except** 4.9. Chip Seal Products
2. **Con-Agg of Missouri d/b/a Boone Quarries** located at 3101 E Creasy Springs Rd. in Columbia, MO, 2510 N Stadium Boulevard in Columbia, MO, 1801 West Williams Road in Sturgeon, MO, and 5701 State Road J in Fulton, MO for all items bid **except** 4.9. Chip Seal Products

Invoices will be paid from Department 2040 – RB Maintenance Operations, Account 26200 – Rock, and Account 26201 – Rock-Vendor Hauled

Done this 14th day of January 2021.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

**PURCHASE AGREEMENT  
FOR  
CRUSHED STONE AGGREGATE AND CHIP SEAL PRODUCTS  
TERM AND SUPPLY**

**THIS AGREEMENT** made the 14th day of January, 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Capital Quarries Company, Inc.** herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Crushed Stone Aggregate and Chip Seal Products - Term and Supply**, County of Boone Request for Bid #47-21DEC20, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A - Percent Passing Sieve Sizes, and Exhibit B - Current Rock Specifications, as well as the Contractor's bid response dated **December 8, 2020** and executed by **Dwain Polly** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A, Exhibit B, Current Rock Specification, and the Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - The contract period shall be **Date of Commission Order through December 31, 2021**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year** periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase/Service** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Crushed Stone Aggregate**. All products under this contract shall be in conformity with the bid specifications and contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

**4. Delivery** - Contractor agrees to deliver FOB Plant or Destination at the County's discretion as soon as practicable after orders are received to the designated location in conformity with the contract documents for the specific items bid and awarded to Contractor. Any items not conforming to bid specifications may be rejected by County, whether at the time of delivery or at any time prior to use and returned to Contractor at Contractor's expense.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days after receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

**6. 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.

**7. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual

agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

**CAPITAL QUARRIES COMPANY, INC.**

DocuSigned by:  
 By Dwain Polly  
 BB1C8413B8A5411...  
 Title Sales Manager

**BOONE COUNTY, MISSOURI**

By: Boone County Commission  
 DocuSigned by:  
Daniel K. Atwill  
 Presiding Commissioner

**APPROVED AS TO FORM:**

DocuSigned by:  
[Signature]  
 7D210EAE89740D  
 County Counselor

**ATTEST:**

DocuSigned by:  
Brianna L. Lennon  
 County Clerk

**AUDITOR CERTIFICATION**

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

DocuSigned by:  
[Signature]  
 3F00CAD8184244D...  
 Signature

1/8/2021  
 Date

2040-26200/26201 - Term & Supply  
 Appropriation Account

20-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

14th

day of

January

20 21

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

Now on this day, the County Commission of the County of Boone does approve bid 46-21DEC20- Guardrail New Installation and Repair Services – Term & Supply opened on December 21, 2020. One (1) bid was received. Road & Bridge recommends award to James H. Drew Corporation.

This is a term and supply contract and will be paid from department 2040 – Public Works – Maintenance Operations, account 71100 – Outside Services.

Done this 14th day of January 2021.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

**46-21DEC20 - Guardrail New Installation and Repair Services Term and Supply**

<b>4.10. PRICING</b>		<b>James H. Drew Corporation</b>	
<b>Item #</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>
4.10.1.	Mobilization-Each Work Order	1	\$549.50
<b>Type A Guardrail</b>			
4.10.2.	<b>Repair</b> - Remove and Replace 12.5 Foot Beam	1	\$156.07
4.10.3.	<b>Repair</b> - Remove and Replace 12.5 Foot Radius Beam, Concave or Convex	1	\$260.02
4.10.4.	<b>Repair</b> - Remove and Replace 6-foot Steel Post	1	\$86.67
4.10.5.	<b>Repair</b> - Remove and Replace 7-foot Steel Post	1	\$90.07
4.10.6.	<b>Repair</b> - Remove and Replace 6-foot Wood Post	1	\$107.63
4.10.7.	<b>Repair</b> - Realign and Use Existing Post	1	\$16.42
4.10.8.	<b>Repair</b> - Remove and Replace 8-inch x 6-inch x 14-inch Wood Block	1	\$23.11
4.10.9.	<b>Repair</b> - Remove and Replace End Section	1	\$52.68
4.10.10.	<b>Repair</b> - Remove and Replace Terminal Connector	1	\$90.64
4.10.11.	<b>Repair</b> - Install Post in Solid Rock or Through Concrete	1	\$179.01
<b>Type E Guardrail</b>			
4.10.12.	<b>Repair</b> - Remove and Replace 12.5-foot Thrie Beam Rail	1	\$193.74
4.10.13.	<b>Repair</b> - Remove and Replace 6-foot Wood Post	1	\$84.97
4.10.14.	<b>Repair</b> - Realign and Use Existing Post	1	\$16.42
4.10.15.	<b>Repair</b> - Remove and Replace 8-inch x 6-inch x 21-inch Wood Block	1	\$33.99
4.10.16.	<b>Repair</b> - Remove and Replace Thrie Beam Terminal Connector	1	\$107.63
4.10.17.	<b>Repair</b> - Install Post in Solid Rock or Through Concrete	1	\$179.01

Item #	Description	Qty	Unit Price
<b>End Terminal</b>			
4.10.18.	<b>New Installation</b> – Type A Crashworthy End Terminal	1	\$2,832.50
4.10.19.	<b>Repair</b> - Remove and Replace Type A Crashworthy End Terminal	1	\$3,059.10
4.10.20.	<b>New Installation</b> – Type A Flared Crashworthy End Terminal	1	\$3,002.45
4.10.21.	<b>Repair</b> - Remove and Replace Type A Flared Crashworthy End Terminal	1	\$3,172.40
4.10.22.	<b>New Installation</b> – Type B Crashworthy End Terminal	1	\$4,854.90
4.10.23.	<b>Repair</b> - Remove and Replace Type C Crashworthy End Terminal	1	\$17,561.50
4.10.24.	<b>Repair</b> - Remove and Replace Type W Beam End Section	1	\$60.77
<b>Anchor</b>			
4.10.25.	<b>Repair</b> - Remove and Replace End Anchor	1	\$975.51
4.10.26.	<b>Repair</b> - Remove and Replace Embedded Guardrail Anchor	1	\$1,608.86
4.10.27.	<b>Repair</b> - Remove and Replace Thrie Beam Bridge Anchor Section	1	\$2,033.73
<b>Transition Section</b>			
4.10.28.	<b>Repair</b> - Remove and Replace Transition Section	1	\$509.85
4.10.29.	<b>Repair</b> - Remove and Replace 6-foot Post	1	\$89.50
4.10.30.	<b>Repair</b> - Remove and Replace 7-foot Post	1	\$92.90
<b>SRT-350</b>			
4.10.31.	<b>Repair</b> - Remove and Replace 6-inch x 8-inch x 45-inch Wood Post 1-2	1	\$169.95
4.10.32.	<b>Repair</b> - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-9	1	\$107.63
4.10.33.	<b>Repair</b> - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	1	\$26.62
4.10.34.	<b>Repair</b> - Remove and Replace Strut Assembly	1	\$124.63
4.10.35.	<b>Repair</b> - Remove and Replace First Slotted 12.5-foot Guardrail Panel	1	\$220.93

Item #	Description	Qty	Unit Price
<b>SRT-350 (Continued)</b>			
4.10.36.	<b>Repair</b> - Remove and Replace Second Slotted 12.5-foot Guardrail Panel	1	\$164.20
4.10.37.	<b>Repair</b> - Remove and Replace Barrier End Nose Piece	1	\$186.94
4.10.38.	<b>Repair</b> - Remove and Replace Steel Foundation Tube with Soil Plate	1	\$277.58
<b>Terminal End Marker</b>			
4.10.39.	<b>New Installation</b> – Type III Black and Yellow Object Marker on End Terminal	1	\$37.38
4.10.40.	<b>Repair</b> - Install Type III Black and Yellow Object Marker on End Terminal	1	\$37.38
<b>Grand Total</b>			<b>\$43,434.79</b>
1st Renewal Period Increase			3%
2nd Renewal Period Increase			3%
Experience Sheet			Y
Coop?			Y

**PURCHASE AGREEMENT  
FOR GUARDRAIL - NEW INSTALLATION AND REPAIR SERVICES  
TERM AND SUPPLY**

**THIS AGREEMENT** dated the 14<sup>th</sup> day of January 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **James H. Drew Corporation**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Guardrail - New Installation and Repair Services**, bid number **46-21DEC20** any applicable addenda, Work Authorization Certification, Certification Regarding Debarment, OSHA Affidavit, Prevailing Wage Affidavit, Annual Wage Order No. 27, Boone County Standard Terms and Conditions and the Contractor's bid response dated **December 15, 2020** and executed by **Gene Lindley** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on the **date written above** and continue through **December 31, 2021** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for an **additional two (2) one-year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

**4. Delivery** - Contractor agrees to complete all work described in each work order within 10 calendar days of the notice to proceed date. The Contractor will be entitled to an extension of contract time because of unsuitable weather conditions when authorized in writing by the County.

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

**6. 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.

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

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

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

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

**JAMES H. DREW CORPORATION**

**BOONE COUNTY, MISSOURI**

By Gene Lindley  
DocuSigned by: B1531F55A10344F...  
 Title Chief operations officer

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

APPROVED AS TO FORM:

ATTEST:

[Signature]  
DocuSigned by: 7D71DEA6B9E6A4D...  
 County Counselor

[Signature]  
DocuSigned by: [Name]  
 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.)

<u>[Signature]</u> <small>DocuSigned by: [Name]</small>	1/8/2021	2040/ 71100 Term & Supply
Signature	Date	Appropriation Account

21-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term 20

County of Boone

} ea.

In the County Commission of said county, on the 14th day of January 20 21

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

Now on this day the County Commission of the County of Boone does hereby approve Sean Zeiger to enter upon the following described lands: The waterway of Hinkson Creek located at the Rogers Road Bridge, within the limits of Boone County, further described by the exhibits attached to this right of use permit.

This permit shall not be assigned and will remain in effect until canceled by either Boone County or Sean Zeiger, which shall be obligated to notify the other party thirty days in advance of the cancellation.

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

Done this 14th day of January 2020.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Jane M. Thompson*

Jane M. Thompson  
District II Commissioner

## RIGHT OF USE PERMIT

KNOW ALL MEN BY THESE PRESENT that on this 14<sup>th</sup> day of January, 2021 **Boone County, Missouri**, on behalf of its Department of Resource Management, does hereby permit **Sean Zeiger**, in his capacity as professor of hydrology at Lincoln University (hereinafter referred to as "Permittee") to enter upon the following described lands owned by Boone County, Missouri, and located on Hinkson Creek at the Rogers Road bridge, County of Boone, State of Missouri, and more particularly described as follows, to wit:

The waterway of Hinkson Creek located at the Rogers Road bridge, within the limits of Boone County, further described by the exhibit(s) attached to this right of use permit.

### **This permit is subject to the following conditions and stipulations:**

1. This permit is for the exclusive purpose of reinstalling a gauging station on Hinkson Creek at the Rogers Road bridge and any further access necessary to monitor said gauging station. Permittee will use the existing bolts from stream monitoring equipment previously placed in that location to attach to the bridge support both a solar panel and a box to house electronics with a conduit leading from the box into the stream.
2. This permit does not grant Permittee or any of its officers, agents or employees the right to cut, break, excavate or damage Hinkson Creek or the bridge at Rogers Road without County consent.
3. Permittee will be responsible for the costs of any future repairs, maintenance or replacements which result from Permittee's use under this right-of-use-permit.
4. Prior to exercising its right granted herein, Permittee shall present its construction plans or diagrams locating the proposed gauging station to the Boone County Department of Resource Management to ensure that the proposed plans will not interfere with any existing structure or waterway. The Permittee will relocate its gauging station if requested to do so by the Boone County Department of Resource Management or other County entity.
5. If the gauging system is abandoned, all rights herein granted shall cease and terminate and Permittee shall have no further right of interest therein except that, upon abandonment, Permittee remains responsible for all of Permittee's facilities and structures left in place and any costs to remove them or store them or to otherwise clean up the easement.
6. If at any time during construction, repair, modification or relocation of the gauging system at the time this permit is granted, it is necessary for the relocation of the gauging system, the Permittee shall relocate the gauging system at its own expense or the Permittee may immediately cancel this permit by notice to the County at which time it shall remove its gauging system at its own cost.
7. To the extent allowed by law, the Permittee agrees by exercising its rights under this permit that if the gauging system is damaged in any manner, whether negligently or intentionally by the construction, repair, modification or relocation of the gauging system, Permittee will repair or replace the gauging system at its own cost and hold Boone County harmless for any of the costs

facilities, or the Permittee may immediately cancel this permit by notice to the County at which time it shall remove its gauging system at its own cost.

This permit shall not be assigned and will remain in effect until canceled by either Boone County or Sean Zeiger, which shall be obligated to notify the other party thirty (30) days in advance of the cancellation.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by its officers the day and year first written above.

**PERMITEE**

Sean J. Zeiger  
Professor Sean Zeiger

Dated: 12-21-2020

**BOONE COUNTY, MISSOURI**

(By and through its County Commission):

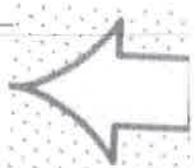
By: Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

**ATTEST**

Brianna L. Lennon  
Brianna L. Lennon, County Clerk

**APPROVED AS TO LEGAL FORM**

Charles J. Dykhouse  
Charles J. Dykhouse, County Counselor



22-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 21

County of Boone

} en.

In the County Commission of said county, on the

14th

day of

January

20 21

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 Strategic Opportunity contract between the Boone County Community Services Department and the City of Columbia for the Brighter Beginnings project.

Terms of the contract are stipulated in the attached agreement. It is further order that the Presiding Commissioner is hereby authorized to sign said contract.

Done this 14th day of January 2021.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner



**AGREEMENT FOR PURCHASE OF SERVICES**  
**Strategic Opportunity Contract**  
***City of Columbia – Brighter Beginnings***

**THIS AGREEMENT** 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**, as of the date of the last signatory noted below (“Effective Date”).

**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, in conjunction with the Boone County Community Services Department has submitted an approved Children’s Trust Fund (CTF) Capacity Building grant to the BCCSB detailing the services and other supports to be provided along with the expected cost to CITY thereof; and

**WHEREAS**, the BCCSB has approved the CTF Capacity Building Contract 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**

CITY is expected to the greatest extent possible to maximize funding from all other sources. CITY shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. CITY shall only request reimbursement for services not reimbursable by any other source. CITY shall not invoice the Children’s Services Fund for units of service invoiced to another funding source. CITY 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, a copy of the application to the CTF, the response from CTF and a copy of the Brighter Beginnings Scope of Work (Exhibit A). This document shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control.

3. **Purchase.** The BCCSB agrees to purchase from CITY and CITY agrees to furnish the deliverables outlined in the attached **Brighter Beginnings** Scope of Work (Exhibit A) for the Brighter Beginnings program funded through the CTF. The total allowable compensation under this agreement shall not exceed **\$72,280.00** unless compensation for specific identified additional services is authorized and approved by the 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 Effective Date and extend through June 30, 2021 subject to the provisions for termination specified, with the possibility for renewal for an additional one (1), one-year period. CITY agrees and understands that the BCCSB may require supplemental information to be submitted at the request of the BCCSB.

5. **Billing and Payment.** All billing shall be invoiced to BCCSB by the 10<sup>th</sup> 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 the CITY, the BCCSB agrees to pay interest 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 this BCCSB Agreement, a copy of the application to the CTF, the response from CTF, a copy of the Brighter Beginnings Scope of Work, and program expenditures. CITY agrees to submit written monthly communication to the Boone County Community Services Department that includes the deliverable and the status of each deliverable and to assist on completing all required CTF reports and documentation. Payments

may be withheld from CITY if reports designated here are not submitted on time, until such time as the reports are filed and approved.

8. **Audits.** CITY also agrees to upload a copy of its annual audit to their Organization Profile in the Apricot System within four months after the close of CITY'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 the BCCSB program activities be made available to the BCCSB as part of the required audit. Payment may be withheld from CITY, if reports designated here are not made available upon request.

9. **Monitoring.** CITY 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'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 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 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 Council resolution from CITY may be required with the request. For consideration of a request to modify or amend the contract, requests should be submitted to the Director of the Community Services Department for consideration.

#### 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's policies and procedures and in accordance with any local/state/federal regulations. CITY 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 must comply with Missouri law regarding confidentiality of client records.

12. **Discrimination.** CITY 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, BCCSB or

municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

13. **CSF Funds to be used for Services Provided.** CITY 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's provision of such services.

14. **Accreditation/Licensure/Certifications.** CITY 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 agrees that no member of its City Council or its employees now has, or will in the future, have any conflict of interest between himself/herself and CITY, and this shall include any transaction in which CITY 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 may enter into subcontracts for components of the contracted service as CITY 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 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 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 shall require each subcontractor to affirmatively state in its Agreement with the CITY 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. City shall also require each subcontractor to provide CITY 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 agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against CITY or any individual acting on the CITY's behalf, including subcontractors, which seek to enjoin or prohibit CITY from entering into this contract agreement of performing its obligations under this agreement.

19. **BCCSB Ownership.** If CITY 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 BCCSB unless so otherwise approved by a majority vote of the BCCSB. In addition, if CITY no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, CITY will need BCCSB approval to re-direct the use of such.

20. **Failure to Perform/Default.** In the event CITY, 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 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. The BCCSB may terminate this agreement due to material breach of any term or condition of this agreement, or

b. The 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 the BCCSB, or

c. The BCCSB may terminate this agreement should CITY 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 shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. The BCCSB shall reimburse CITY for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

22. **Insurance Requirements.** CITY shall not commence work under this contract until they have obtained all insurance required in this section or be self-insured and such insurance or self-insurance program has been approved by the BCCSB. All policies shall be in amounts, form, and companies satisfactory to the BCCSB 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:** CITY 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, CITY 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.

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:** CITY 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. CITY shall furnish the BCCSB with Certificate(s) of Insurance which name the BCCSB of Boone County, 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 BCCSB has made final acceptance of the project.

CITY shall provide the BCCSB with proof of Comprehensive General Liability and Property Damage Insurance with the BCCSB as additional insured, which shall protect the BCCSB against any and all claims which might arise as a result of the operations of CITY 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 BCCSB from liability belonging to CITY.

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

**d. Commercial Automobile Liability:** CITY 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'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 and without waiving sovereign immunity, CITY agrees to hold harmless, defend and indemnify the BCCSB, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of CITY (meaning anyone, including but not limited to consultants having a contract with CITY or subcontractor for part of the services), or anyone directly or indirectly employed by CITY, or of anyone for whose acts CITY may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the BCCSB of Boone from its negligence. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

24. **Publicity by CITY.** CITY shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. CITY will acknowledge the CTF as a funding source. CITY agrees to acknowledge the CTF 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. The BCCSB does not recognize any of the CITY'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 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 Department  
605 E. Walnut, Ste. A  
Columbia, MO 65201

Any written notice or communication to CITY shall be mailed or delivered to:

**City of Columbia**  
Attn: Steve Hollis  
1005 W Worley St.  
Columbia, MO 65203

Commission Order # 22-2021

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

**City of Columbia**

**Boone County, Missouri**

By: *John Glascock*  
Signature

By: Boone County Commission  
*Daniel K. Atwill*  
DocuSigned by:  
Daniel K. Atwill, Presiding Commissioner  
Date: 1/15/2021

*h* By: John Glascock, City Manager  
Printed Name/Title  
Date: January 5, 2021

By: Boone County Children's Services Board  
*Les Wagner*  
DocuSigned by:  
Les Wagner  
C1245EF43CC84CC  
Les Wagner, Board Chair

APPROVED AS TO FORM:

*Nancy Thompson*  
Nancy Thompson, City Counselor/rw *rw*

ATTEST:

*Sheela Amin*  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

*County Counselor*  
DocuSigned by:  
County Counselor  
10170E8E920743D

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon, County Clerk  
DocuSigned by:  
Brianna L. Lennon  
D897E48E8F048E

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 BCCSB obligation at this time.)

*Signature* 1/7/2021 (2160/71106/\$72,280.00)  
DocuSigned by:  
*Signature*  
114704E3F1C847D

Signature Date Appropriation Account  
An Affirmative Action/Equal Opportunity Employer

## EXHIBIT A

### Scope of Work: Brighter Beginnings

City of Columbia, on behalf of its Columbia/Boone County Public Health and Human Services Department

#### Grant Deliverables:

- **People-Centered Outcomes**
  - Develop Brighter Beginnings (BB) Coordinator position description
  - Hire Brighter Beginnings Coordinator
  - Coordinate with community partners to develop, implement, and evaluate the BB program
  - Facilitate, lead, and participate in community collaborations to achieve program goals
  - Develop and utilize sustainability plan for BB program
  - Assist in development of screening protocol
  - Assist in launching pilot referrals
  - Assist in development of communication protocol between home visiting, referral agencies, and Brighter Beginnings Hub
  - Coordinate prioritized trainings for home visiting agencies
  - Represent the BB program to the media, civic organizations, and governmental committees, as required.
- **Data-Centered Outcomes**
  - Develop or identify tool to assess risk levels of pregnant women
  - Participate in negotiating data sharing agreements between all Brighter Beginnings partner agencies
  - Utilize data provided through program evaluations to inform program development/improvement
- **Technology-Centered Outcomes**
  - Participate in development and implementation of the Promise 1000 technology platform
  - Maintain a technology infrastructure for a RedCap system
  - Utilize Promise 1000 technology platform to guide referrals with home visiting agencies, when developed.
  - Identify and report on technology needs for Brighter Beginnings
  - Serve as point of contact with Promise 1000 tech developer, when identified
  - Evaluate end user utilization of Promise 1000 tech platform

#### Reporting:

- Provide written interim and year end reports, and other grant related information, as requested by the Boone County Community Services Department.

Scope of work is contingent on receipt of funding from Children's Trust Fund Capacity Building grant #CTF-CB-2002. This document is subject to change as needed. Changes require written approval by Boone County Community Services Department Director and/or staff.

## Brighter Beginnings Program Coordinator

*Sample Job Description*

Budgeted Annual Salary: \$45,000

### Job Description Summary

Plan, implement, and evaluate the Brighter Beginnings program.

### Essential Job Functions

- Coordinate with community partners to develop, implement, and evaluate the Brighter Beginnings program.
- Establish program goals, objectives, and performance measures.
- Facilitate, lead, and participate in community collaborations to achieve program goals.
- Seek and obtain program resources.
- Perform grant writing, compliance, and reporting.
- Manage contracts and contract funds to assure deliverables are met.
- Design, utilize, and manage program databases for the program.
- Identify evidence-based screeners and assessments to be utilized in the program.
- Research the evidence base and report and utilize findings.

### Ancillary Job Functions

- Represent the program to the media, civic organizations, and governmental committees as required.
- Serve as liaison at various governmental, public interest, community, and other meetings and events.
- Perform other related duties as assigned.

**Education and Experience - An equivalent combination of education, training and experience will be considered**

- Bachelor's degree in Social Work, Family & Human Development, Social Sciences, Education, Nursing, Public Health, or related field required; Master's degree preferred
- Minimum of 3-5 years relevant experience.
- Must maintain a valid driver's license.
- Must be registered with the Missouri Family Care Safety Registry.

**Knowledge, Skills and Abilities which may be representative, but not all-inclusive of those commonly associated with this position**

- Skill in program development and management, including budget development and management.
- Considerable knowledge of health and human services.
- Considerable knowledge of child and family development.
- Considerable knowledge of data sharing, client confidentiality, and records management.
- Ability to communicate complex ideas effectively, both orally and in writing.
- Ability to interact effectively with a diverse group of stakeholders.
- Ability to facilitate and lead collaborations.
- Ability to design, utilize, and manage databases.
- Ability to perform research and investigations.
- Ability to perform data collection and analysis.
- Ability to seek, obtain, and manage grant funds.
- Ability to work independently with minimum supervision.
- Ability to build strong relationships.
- Ability to prepare detailed reports and work plans.
- Skill in operating a personal computer and related software.

23-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

January Session of the January Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

14th

day of

January

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve Victims of Crime Act (VOCA) Contract Amendment: ER130200009.

The above referenced contract between Boone County Prosecuting Attorney and the Department of Social Services is hereby amended as follows:

1. The Budget Form is hereby replaced in its entirety with the attached Victims of Crime Act (VOCA) Adjustment Award Budget Form.
2. All other terms and conditions shall remain unchanged.

Done this 14th day of January 2021.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

24-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}  
} ER.

January Session of the January Adjourned

Term 2020

County of Boone

In the County Commission of said county, on the 14th day of January 20 21

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

## PROCLAMATION HONORING REVEREND DR. MARTIN LUTHER KING, JR.

**WHEREAS,** the Reverend Dr. Martin Luther King, Jr., renowned leader of the American Civil Rights Movement, was born on January 15, 1929 in Atlanta, Georgia; and

**WHEREAS,** Dr. King devoted, and ultimately sacrificed, his life to advancing equality, social justice and opportunity for all, inspired by his vision of a society where individuals are not judged "by the color of their skin but by the content of their character"; and

**WHEREAS,** between 1955 and 1968, Dr. King led his fellow Americans in a movement toward legal equality for African Americans in the United States, using the power of words and acts of nonviolent resistance, such as protests, grassroots organizing, and civil disobedience; and

**WHEREAS,** Dr. King continued his life's mission through similar campaigns focused on poverty and international conflict, never losing sight of his principled beliefs that men and women everywhere, regardless of color or creed, are equal members of the human family; and

**WHEREAS,** in 1963, Dr. King was a driving force behind the March on Washington, which drew over a quarter-million people, at which he gave his famous "I Have a Dream" speech; and

**WHEREAS,** Dr. King was named Time Magazine's Man of the Year for 1963 and, in 1964, at the age of 35, Dr. King became the youngest person to win the Nobel Peace Prize; and

**WHEREAS,** as a result of the movement led by Dr. King, Congress passed the landmark Civil Rights Act in 1964 and the Voting Rights Act in 1965; and

**WHEREAS,** tragically, Dr. King's leadership, so noted for its nonviolence and tenacity, was cut short on April 4, 1968, when he was assassinated at the Laurel Motel in Memphis, Tennessee; and

**WHEREAS,** Dr. King's legacy lives on as our nation continues to be inspired by and strive for the realization of his vision of universal equality and justice; and

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

day of

20

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

*WHEREAS,*

as we commemorate Dr. King's life on this third Monday of January, 2020, we reflect on the imperative of continuing Dr. King's work, through both nonviolent words and actions, in order to achieve his vision of a future in which we have "transformed the jangling discords of our nation into a beautiful symphony of brotherhood."

**THEREFORE**, the Boone County Commission does hereby recognize January 18, 2021, as Martin Luther King Day, and encourages residents to reflect on Dr. King's vision and how they can work toward realization of this vision in their lives, communities and nation.

IN TESTIMONY WHEREOF, this 14<sup>th</sup> Day of January, 2021.

*Daniel K. Atwill*

Daniel K. Atwill, Presiding Commissioner

*Justin Aldred*

Justin Aldred, District I Commissioner

*Janet M. Thompson*

Janet M. Thompson, District II Commissioner

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon, County Clerk *sv*

25-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea. January Session of the January Adjourned Term. 20 21

In the County Commission of said county, on the 14th day of January 20 21  
the following, among other proceedings, were had, viz:

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

Name	Term	Term Dates
Dr. Milamari Cunningham	Senior Citizen Services Corp 3 Year Term	New Appointment Term 4-1-21 thru 3-31-24

Done this 14<sup>th</sup> day of January 2021.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner