

291-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 21

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of

July

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 Boone County Road & Bridge Improvement/Repair Cooperative Agreement between Boone County and the City of Rocheport.

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

Done this 22nd day of July 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

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 22nd day of July, 2021, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Rocheport**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Fourteen Thousand Nine Hundred Ninety-Three Dollars and Ninety-Two Cents (\$14,993.92)** as determined by the formula for Year 3 of the 6-year cycle as described in the aforementioned

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

Commission Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 468-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS. City represents that the payments from County to City contemplated herein are in excess of any legal obligations

imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.

5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** 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.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from 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 anyway 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 Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY

By:

[Signature]
Presiding Commissioner

Date: 7.22.2021

ATTEST:

[Signature]
County Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

Boone County Auditor Certification:

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)

[Signature] 7/13/21
County Auditor *by g* 2049-71452 Date

CITY of ROCHEPORT

By:

[Signature]
Authorized City Representative

Date: 7-6-21

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

pl

2021-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

22nd

day of

July

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 Boone County Road & Bridge Improvement/Repair Cooperative Agreement between Boone County and the Village of Hartsburg.

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

Done this 22nd day of July 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

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPROVED APPLICATION-BASED PROJECT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 22nd day of July, 2021, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **Village of Hartsburg**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an application entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Nine Thousand Four Hundred Sixty-Nine Dollars and Eighty-Five Cents (\$9,469.85)** as determined by the formula for Year 3 of the 6-year cycle as described in the aforementioned Commission

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 464-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS. City represents that the payments from County to City contemplated herein are in excess of any legal obligations

imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.

5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** 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.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from 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 anyway 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 Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY

By:

[Signature]
Presiding Commissioner

Date: 7.22.2021

ATTEST:

[Signature]
County Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

Boone County Auditor Certification:

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)

[Signature] 7/16/21
County Auditor Date
2049-71452

VILLAGE OF HARTSBURG

By:

[Signature]
Authorized City Representative

Date: 7/7/21

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

2021-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

22nd

day of

July

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 Stormwater Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and D & D Investments of Columbia, LLC. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 22nd day of July 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

Stormwater Erosion and Sediment Control Security Agreement

Date: May 13, 2021

Developer/Owner Name: D & D Investments of Columbia LLC
Address: 1200 I-70 Dr. SW
Columbia, MO 65203

Development: North Battleground Plat 1 & Plat 2

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at North Battleground Plat 1 and Plat 2. The SWPPP and ESC was prepared by Crockett Engineering Consultants on December 18, 2017 and January 8, 2019.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 13th day of May 2023, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$118,931.17, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to May 13, 2023, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Irrevocable Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing Irrevocable Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on May 13, 2023, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Irrevocable Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By: 

Printed Name: Daniel M Burks

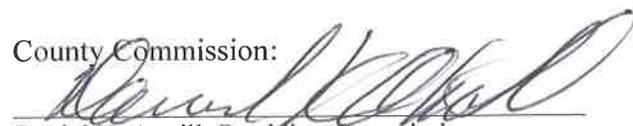
Title: Member

BOONE COUNTY, MISSOURI:

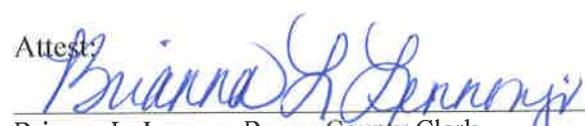
Department of Resource Management


Bill Florea, Director Resource Management

County Commission:


Daniel K. Atwill, Presiding Commissioner

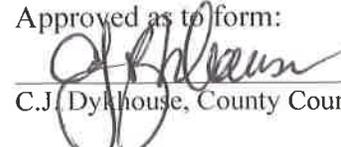
Attest:


Brianna L. Lennon, Boone County Clerk

County Treasurer

Tom Darrough, County Treasurer

Approved as to form:


C.J. Dykhouse, County Counselor

Plot 1



First State Community Bank

IRREVOCABLE LETTER OF CREDIT
NO. 4521090385
DATE: 05/18/2021

Amount: 118,931.17

County of Boone
Attn: Director, Resource Management
801 E Walnut St, Rm. 315
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on First State Community Bank for the account of D & D Investments of Columbia LLC up to an aggregate amount of \$118,931.17 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under First State Community Bank Letter of Credit #4521090385 Dated 5/18/2021."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before May 18, 2023, provided further that upon such expiration, either at May 18, 2023, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to First State Community Bank within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in

Success Starts Here.

substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By:  _____

Drew Smith, Executive Vice President,
First State Community Bank

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

Date

**First State Community
Bank
300 Diego Dr
Columbia, MO 65203
Attention: Drew Smith, Executive VP**

Re: Bank Letter of Credit No.: 4521090385
Dated: 05/18/2021
In Favor of Boone County, Missouri on behalf of **Developer/Owner**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **First State Community Bank** (the "Bank"), with reference to Irrevocable Letter of Credit No. **4521090385** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # _____],
Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By: _____
Dan Atwill, Presiding Commissioner

APPROVED BY:

Attest:

Bill Florea, Director, Resource Management

Brianna L. Lennon, Boone County Clerk

Commission Order: _____

Exhibit "B"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

Date

**First State Community
Bank
300 Diego Dr
Columbia, MO 65203
Attention: Drew Smith, Executive VP**

Re: Bank Letter of Credit No.: **4521090385**
Dated: 05/18/2021
In Favor of Boone County, Missouri on behalf of Developer/Owner

Gentlemen:

This certificate authorizes reduction in the amount of \$_____ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$_____.

BOONE COUNTY, MISSOURI

By: _____
Dan Atwill, Presiding Commissioner

Attest:

APPROVED BY:

Bill Florea, Director, Resource Management

Brianna L. Lennon, Boone County Clerk

Commission Order: _____

2014-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

July Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 22nd day of July 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 Stormwater Security Agreement and Erosion and Sediment Control Cash Deposit between the County of Boone and T-Vine Enterprises, Inc. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 22nd day of July 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

Stormwater Erosion and Sediment Control Security Agreement

Date: June 25, 2021

Developer/Owner Name: T-Vine Enterprises, Inc.
Address: P.O. Box 1233
Columbia, MO 65203

Development: Settlers Ridge Plat 4

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Settlers Ridge Plat 4. The SWPPP and ESC was prepared by Allstate Consultants on June 21, 2018.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 14 day of May 2023, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$56,942.22, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Cash deposit with County Treasurer

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to May 14, 2023, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the cash deposit can be released to Developer. If no written proof has been provided to the financial institution issuing cash deposit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on May 14, 2023, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the cash deposit to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in

successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By: [Signature]

Printed Name: Reesten K Carlson

Title: Pres.

BOONE COUNTY, MISSOURI:

Department of Resource Management

[Signature]
Bill Florea, Director Resource Management

County Commission:

[Signature]
Daniel K. Atwill, Presiding Commissioner

Attest:

[Signature]
Brianna L. Lennon, Boone County Clerk

County Treasurer

[Signature]
Tom Darrough, County Treasurer

Approved as to form:

[Signature]
C.J. Dykhouse, County Counselor

TVine



BANK
132 East High Street, Jefferson City, MO 65101
(573) 781-6100

REMITTER: T-VINE DEVELOPMENT CORP

DATE 6/22/21

PAY TO THE ORDER OF

BOONE COUNTY

EXACTLY **56,942 AND 22/100 DOLLARS

\$ 56,942.22

CASHIER'S CHECK

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN.



John Peery
John Peery

AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND SOIN REACTIVE INK

⑈0000 167026⑈ ⑆086500605⑆ 200310⑈

2015 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

22nd

day of

July

20 21

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

Now on this day, the County Commission of the County of Boone, on behalf of the Boone County Children's Services Board, does hereby approve Contract Amendment #1 with the Cradle to Career Alliance to assist in providing services and supports in the delivery of the Brighter Beginnings Program funded through a grant from the Children's Trust Fund and awarded to the Boone County Community Services Department.

The terms of the agreement are set out in the attached Contract Amendment and the Presiding Commissioner is authorized to sign the same.

Done this 22nd day of July 2021.

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number One
Cradle to Career Alliance – Brighter Beginnings

Now on this day, June 24th, 2021, the Strategic Opportunity Agreement (Brighter Beginnings) made through Boone BCCSB Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children’s Services Board dated July 7, 2020 made between Boone County, Missouri and Cradle to Career Alliance (C2CA), for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

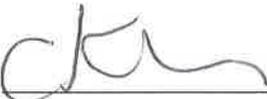
- 1) ADD an additional one (1), one-year funding period to commence on July 1, 2021 and extend through June 30, 2022.
- 2) Add a supplemental funding increase for the following:

Service Description	Unit Measurement	Unit Rate	Proposed # of Units	Total Amount Requested
Consultation	1 hour	\$40.00	125	\$5,000.00

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

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

Cradle to Career Alliance

By: 
 Signature
 By: Crystal Kroner
 Printed Name

Boone County, Missouri

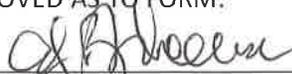
By: Boone County Commission


 Daniel K. Atwill, Presiding Commissioner

Boone County Children’s Services Board


 Les Wagner, Board Chair

APPROVED AS TO FORM:


 County Counselor

ATTEST:


 County Clerk

AUDITOR CERTIFICATION:

In accordance with RSMo. §50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) 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.)

 by jj 07/14/2021 2161 / 71100 / \$5,000.00
 Signature Date Appropriation Account

2916 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

22nd

day of

July

20 21

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

Now on this day, the County Commission of the County of Boone, on behalf of the Boone County Children's Services Board, does hereby approve Contract Amendment #1 with the City of Columbia to assist in providing services and supports in the delivery of the Brighter Beginnings Program funded through a grant from the Children's Trust Fund and awarded to the Boone County Community Services Department.

The terms of the agreement are set out in the attached Contract Amendment and the Presiding Commissioner is authorized to sign the same.

Done this 22nd day of July 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
Contract Amendment Number One
City of Columbia – Brighter Beginnings

The Strategic Opportunity Agreement (Brighter Beginnings) made through Boone BCCSB Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board (BCCSB) dated January 15, 2021 made between BCCSB and the City of Columbia, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows as of the date of the last signatory noted below:

- 1) ADD an additional one (1), one-year funding period to commence on July 1, 2021 and extend through June 30, 2022.
- 2) Add a supplemental funding increase for the following:

Expenses	Award Amount
Salary and Wages	\$50,060
Fringe Benefits	\$16,487
Space Costs	\$0
Consumable Supplies	\$750
Travel	\$750
Communications	\$400
Non-consumable Supplies	\$0
Program Related Expenses	\$18,853
Other Costs	\$200
Total Program Budget	\$87,500

- 3) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
- 4) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

City of Columbia

Boone County, Missouri

By: Boone County Commission

DocuSigned by:
By: John Glascock
John Glascock, City Manager

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

Date: 7/7/2021

Date: 7.22.2021

Boone County Children's Services Board

Les Wagner
Les Wagner, Board Chair

Date: _____

ATTEST:

ATTEST:

DocuSigned by:
Sheela Amin
Sheela Amin, City Clerk

Brianna L. Lennon Jr
Brianna L. Lennon, County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DocuSigned by:
Nancy Thompson
Nancy Thompson, City Counselor/rw

CJ Dykhouse
CJ Dykhouse, County Counselor

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 Richford by jg 07/14/2021 2161 / 71100 / \$87,500.00
Signature Date Appropriation Account

An Affirmative Action/Equal Opportunity Employer

297 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 21

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of

July

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 an agreement with Cradle to Career Alliance to assist in providing services and supports in the delivery of the Upward Mobility Program funded through the Urban Institute with funding from the Bill and Melinda Gates Foundation.

The terms of the agreement are set out in the attached Contract and Scope of Work and the Presiding Commissioner is authorized to sign the same.

Done this 22nd day of July 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
Professional Services Contract
Cradle to Career Alliance – Upward Mobility

THIS AGREEMENT dated the 22nd day of July, 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "**Boone County**" and **Cradle to Career Alliance** a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **C2CA**.

WHEREAS, Boone County, in conjunction with the C2CA, has submitted an approved Urban Institute (UI) Upward Mobility Cohort grant (UI Contract) to the UI detailing the services and other supports to be provided along with the expected cost to C2CA thereof; and

WHEREAS, Boone County has approved the UI 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 C2CA

1. **Contract Documents.** This agreement shall consist of this Professional Services Contract Agreement and a copy of the Cradle to Career Alliance Scope of Work: Upward Mobility Boone County (Attachment 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.

2. **Purchase.** Boone County agrees to purchase from C2CA and C2CA agrees to furnish the deliverables outlined in the attached Cradle to Career Alliance Scope of Work: Upward Mobility Boone County (Attachment A) for work on the UI Contract funded through the Urban Institute. The total allowable compensation under this agreement shall not exceed **\$40,265.61** unless compensation for specific identified additional services is authorized and approved by Boone County in writing in advance of rendition of such services for which additional compensation is requested.

3. **Contract Duration.** This agreement shall commence on January 11, 2021 and extend through June 30, 2022 subject to the provisions for termination specified, without the possibility for renewal. C2CA agrees and understands that the Boone County may require supplemental information to be submitted at the request of the Boone County.

4. **Billing and Payment.** For the C2CA contract, payments for the consultation will be made in three (3) installments, 33% of the consultation amount upon execution of the contract, 33% in January 2022, and 34% in July 2022.

Service Description	Total Amount Requested
Consultation	\$40,265.61

Billing for all other contracted services shall be invoiced to Boone County by the 10th of the month following the month for which services were provided. Boone County 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, Boone County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the C2CA, Boone County agrees to pay interest rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

REPORTING, MONITORING, AND MODIFICATION

6. **Reporting.** Boone County shall utilize this Professional Services Contract Agreement, the Cradle to Career Alliance Scope of Work: Upward Mobility Boone County (Attachment A), a copy of the application to the Urban Institute, and the Urban Institute Financial Reporting Template form to determine reporting guidelines. C2CA agrees to assist Boone County on completing all required Urban Institute reports and documentation. Payments may be withheld from C2CA if reports outlined in Attachment A are not submitted on time, until such time as the reports are filed and approved.

7. **Audits.** C2CA 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 C2CA'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, Boone County requires that the management report of any audit as it relates to the Boone County program activities be made available to Boone County as part of the required audit. Payment may be withheld from C2CA, if reports designated here are not made available upon request.

8. **Monitoring.** C2CA agrees to permit Boone County, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the Boone County to monitor, survey and inspect C2CA'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, C2CA hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the Boone County 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.

9. **Modification or Amendment.** In the event C2CA 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 Boone County for approval. A board resolution from C2CA 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

10. **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 C2CA's policies and procedures and in accordance with any local/state/federal regulations. C2CA agrees to notify Boone County 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 Boone County of any substantiated allegations. C2CA must comply with Missouri law regarding confidentiality of client records.

11. **Discrimination.** C2CA 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, Boone County or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

12. **Accreditation/Licensure/Certifications.** C2CA 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.

13. **Conflict of Interest.** C2CA agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and C2CA, and this shall include any transaction in which C2CA is a party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

14. **Subcontracts.** C2CA may enter into subcontracts for components of the contracted service as C2CA deems necessary within the terms of the contract. All such subcontracts require the written approval of Boone County or their designated representative. In performing all services under the resulting contract agreement, C2CA 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.

15. **Employment of Unauthorized Aliens Prohibited.** C2CA 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. C2CA shall require each subcontractor to affirmatively state in its Agreement with the C2CA 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 C2CA a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

16. **Litigation.** C2CA agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against C2CA or any individual acting on the C2CA's behalf, including subcontractors, which seek to enjoin or prohibit C2CA from entering into this contract agreement of performing its obligations under this agreement.

17. **Boone County Ownership.** If C2CA ceases to be funded by Boone County 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 UI contract funds shall be returned to Boone County unless so otherwise approved by a majority vote of the Boone County Commission. In addition, if C2CA no longer uses capital equipment, materials, or buildings purchased with UI contract funds for its original intent, C2CA will need Boone County approval to re-direct the use of such.

18. **Failure to Perform/Default.** In the event C2CA, at any time, fails or refuses to perform according to the terms of this contract, as determined by Boone County, such failure or refusal shall constitute a default hereunder, and Boone County will be relieved of any further obligation to make payments to C2CA as set out herein. This contract will be terminated at the option of Boone County.

19. **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 Boone County upon 15 days' advance written notice for any of the following reasons or under any of the following circumstances:

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

b. Boone County may terminate this agreement if key personnel providing services are changed such that in the opinion of Boone County 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 Boone County, or

c. Boone County may terminate this agreement should C2CA 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, C2CA shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. Boone County shall reimburse C2CA 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.

20. Insurance Requirements. C2CA shall not commence work under this contract until they have obtained all insurance required in this section and such insurance has been approved by Boone County. All policies shall be in amounts, form, and companies satisfactory to Boone County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

a. Worker's Compensation and Employers' Liability Insurance: C2CA 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, C2CA 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 C2CA.

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: C2CA 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. C2CA shall furnish Boone County with Certificate(s) of Insurance which name the

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 Boone County has made final acceptance of the project.

C2CA shall provide Boone County with proof of Comprehensive General Liability and Property Damage Insurance with Boone County as additional insured, which shall protect the Boone County against any and all claims which might arise as a result of the operations of C2CA in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to C2CA.

c. **Professional Liability Insurance:** C2CA is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional insured.

d. **Commercial Automobile Liability:** C2CA 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 C2CA's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

21. **Indemnification.** To the extent permitted under Missouri law, C2CA agrees to hold harmless, defend and indemnify Boone County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of C2CA (meaning anyone, including but not limited to consultants having a contract with C2CA or subcontractor for part of the services), or anyone directly or indirectly employed by C2CA, or of anyone for whose acts C2CA may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the Boone County from its negligence.

22. **Publicity by C2CA.** C2CA shall notify Boone County of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. C2CA will acknowledge the Urban Institute as a funding source. C2CA agrees to acknowledge the Urban Institute as a funding source on written and electronic publications including brochures, annual reports, and newsletters.

23. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between Boone County and C2CA. Boone County does not recognize any of the C2CA's employees, agents, or volunteers as those of Boone County.

24. **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.

25. **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.

26. **Record Retention Clause.** C2CA 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.

27. **Notice.** Any written notice or communication to Boone County 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 C2CA shall be mailed or delivered to:

Cradle to Career Alliance
Attn: Crystal Kroner
105 E. Ash Street, Suite 300
Columbia, MO 65203

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

Cradle to Career Alliance

Boone County, Missouri

By: *C. New*
Signature

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

By: Crystal Newcomb, Executive Director
Printed Name/Title

APPROVED AS TO FORM:

ATTEST:

J. Wilson
County Counselor

Brianna L. Lennon
Brianna L. Lennon, County Clerk

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

James Pitchford 07/14/2021
Signature Date

(2131/71100/\$40,265.61)
Appropriation Account

An Affirmative Action/Equal Opportunity Employer

MM

ATTACHMENT A

Cradle to Career Alliance

Scope of Work: Upward Mobility – Boone County

- Facilitation of strategic action planning around identified community needs.
- Support facilitation of ongoing data workgroups.
- Work closely with Boone County Community Services Department on the implementation of Upward Mobility project in Boone County.
- Set data agendas and gather primary and secondary data as needed.
- Complete required reporting for community and Urban Institute.
- Contract with local experts as needed for project goals.
- Write grants to support upward mobility projects within Boone County.

RFI Narrative Section

Commitment to Mobility and Equity

It is important that counties demonstrate commitment to upward mobility and racial equity and, ideally, a history of addressing these issues. ***In your response, include at least one example of a county project that sought to increase upward mobility and address racial inequities and describe its impact.***

- What value would this engagement bring to your county and community?
- How does your county and its leadership currently prioritize boosting the upward mobility of residents through your programs, policies, and investments?
- Describe your county's commitment to advancing racial equity and reducing disparities. Why is racial equity important to your county's efforts to address upward mobility?

Response:

Despite many economic advantages in Boone County, Missouri economic mobility is abysmal. While the onset of the COVID-19 pandemic shed additional light on social inequities that exist in Boone County, it also created many opportunities to enhance partnerships and create greater economic mobility and equity in our community. It is critical that historically marginalized populations be empowered with additional resources, targeted support, and new strategies. Participation in the Upward Mobility Cohort would provide a much-needed opportunity to analyze our efforts, compare with similar communities, and prioritize best practices for ongoing improvement.

The pandemic prompted local officials to shift operations into working within the command structure of the Boone County Emergency Operations Plan. This Plan includes a Long-Term Recovery team coordinated by City of Columbia staff and in partnership with a variety of county-wide stakeholders including Regional Economic Development Inc. (REDI), Central Missouri Community Action (CMCA) Women's Business Center, the Columbia Chamber of Commerce, and the Boone County Commission through its Community Services Department.

An initiative born out of this collaboration was the City of Columbia's Micro Enterprise Recovery Loan Program and Small Business Recovery Loan Program. These programs focus on boosting the upward mobility of residents by investing in jobs and wealth building opportunities for local entrepreneurs. The Micro Enterprise Recovery Loan Program provides \$5,000 forgivable loans for businesses with 5 or fewer employees and the Small Business Recovery Loan Program provides \$15,000 forgivable loans for businesses with 6-49 employees. The Micro Enterprise Recovery Loan Program focuses on businesses either owned by low to moderate income persons or businesses with 51% or more of its employees being low to moderate income, while the Small Business Recovery Loan Program requires businesses retain at least one low to moderate income employee for a period of 12 months. These programs' policies and guidelines were designed through the lens of equity for local minority and women owned businesses.

These programs are being implemented by the City of Columbia's Housing Programs Division (CHPD) and in partnership with REDI and the City of Columbia's Supplier Diversity Program (CSDP), as well as CMCA's Women's Business Center. The CHPD coordinates implementation of the program, verification of applications, and disbursement of funds, while CMCA's Women's Business Center provides business

coaching and technical assistance to participating businesses. REDI and the CSDP assist with outreach to local minority owned businesses and entrepreneurs and provide office space in which to work.

Too often in Boone County's history economic opportunity has been limited to people already flush with privilege. Disasters of all kinds, including the COVID-19 pandemic, disproportionately affect already disadvantaged communities of color. Boone County leaders and the partners described here are committed to mitigating this outcome by promoting equality through economic opportunity. Today these partners are addressing this imbalance by promoting racial equity and reducing disparities throughout implementation of these programs. A large-scale community outreach effort to local minority and women owned businesses has brought further awareness of these programs to the local black community and is removing the barriers that exist for local minority owned businesses. Trust is being rebuilt in the black community by investing in that community. Similarly, other barriers identified are the lack of access to banking and private capital and limited connections to business support structures. These programs and collaborative partnerships focus on a holistic approach to education, health, housing, safety, and work, and will foster generational economic success for those most in need in Boone County.

Cross-Sector Partnerships and Community Engagement

To engage effectively in this work to boost community-wide upward mobility, a county needs to have a strong set of partnerships, mechanisms for community engagement, and experience working across departments and sectors within and outside government. ***In your response, please include at least one example of a cross-sector partnership that your county has led, describing key goals, outcomes, and challenges of the partnership.***

- Describe your county's existing partnerships with cities and towns around efforts that promote upward mobility.
- Describe your existing mechanisms for soliciting feedback from and engaging with your county residents on important policy topics and strategies.
- Describe your county's existing partnerships with data partners (like universities or nonprofits) and other nonprofit, business, and philanthropic partners that will help support an effective engagement.

Response:

Boone County leads and collaborates in many cross-sector partnerships aimed at boosting upward mobility of citizens through addressing equity issues. Community engagement is a critical component of collective impact approaches. The County utilizes data to inform decision making around funding priorities and addressing community needs.

In 2012, the citizens of Boone County passed Proposition 1, which created a Children's Services Fund (BCCSF) for children and youth nineteen years of age or less in the County. The County Commission appoints a diverse group of community members to the nine-member board entrusted to oversee the

BCCSF. To staff the needs of the board, the County created the Boone County Community Services Department (BCCSD) to manage daily operations and oversee performance of BCCSF contracts.

The BCCSD has aligned with the community's major funders as members of the Boone Impact Group (BIG), a collaboration between the BCCSD, Columbia/Boone County Department of Public Health & Human Services, and Heart of Missouri United Way. Using a collective impact approach, this group shares information to prevent duplication of effort and ensures organizations receive adequate funding and support. BIG plays a critical role in identifying resource gaps, helping organizations maximize their services, and coordinating the strengths and abilities of the human services sector to tackle challenging social issues.

To achieve these goals, BIG uses several strategies and tools. The partners share a funding management system utilizing common applications and reports, which allows for equitable funding allocations. BIG also engaged community stakeholders and nonprofit grantees in developing the taxonomy of services which includes common terms and definitions of services to facilitate collaborative funding approaches. BIG has started the process of developing common outcomes to better capture the impact of local funding allocations at the individual and family level.

In order to measure BIG's impact at the community level, partners utilize the Boone Indicators Dashboard (BID). BID is a partnership between BIG and the University of Missouri (MU) Institute of Public Policy and the Department of Inclusion, Diversity, and Equity. BID houses relevant community, state, and national data and provides a dashboard for community indicators in priority areas of need. Equity statements and analysis are included for each prioritized indicator where racial/ethnic disparities exist (www.booneindicators.org). Data partners at the University of Missouri and BCCSF grantees are actively involved in identifying and analyzing data for BID.

As an extension of BIG's collective impact work, Boone County was a founding partner and funder of Cradle to Career Alliance (C2CA). C2CA is the only Missouri member of the StriveTogether Network. C2CA combines continuous improvement and collective impact planning approaches to eliminate disparities in the community. C2CA leads research efforts into understanding relationships between inequitable patterns in income and educational mobility. C2CA and Boone County partnered on a NACo initiative through the Pritzker Family Foundation to build stronger families through home visiting coordination. Based on this work, the County was awarded a capacity building grant through the Missouri Children's Trust Fund to implement a home visiting collaborative. This work has an equity focus on black/African American mothers who experience disparately poor birth outcomes as compared to their white peers.

Boone County engages in many activities to address upward mobility. BID captures and tracks many of the predictors included in the Boosting Upward Mobility framework. However, the County currently lacks a cohesive plan to link all the upward mobility efforts occurring in our community. This funding would provide an opportunity to improve and coordinate current efforts using evidence-based approaches to affect positive change in the community.

Capacity

This engagement will require a significant time commitment from staff from across multiple departments representing a range of roles and skills. It is important for county staff engaged in the process to understand local data systems and be interested in and able to interpret data and apply it to strategic planning and decision making. ***In your response, please include at least one example of an initiative demonstrating your county's capacity to use data to inform decision making and describe its impact.***

- Describe how you would staff the county project team that will partner with Urban. What key roles and skills will be needed?
- Describe your county's capacity to use data to inform policy and programmatic decisions (e.g., staff expertise, integrated data systems, experience with data-informed planning and policy).
- What capacity challenges do you envision needing to address to successfully participate in this engagement?

Response:

Boone County utilizes data to drive decision making across departments. The Boone County Community Services Department's (BCCSD) led a data-driven initiative with Pritzker Family Foundation (PFF) funding, in partnership with Cradle to Career Alliance (C2CA). The goal of this initiative was to review data points that would increase kindergarten readiness through a focus on prenatal to age three interventions. Areas of highest need were identified using GIS mapping of home visiting service recipients, Medicaid utilization rates, and birth outcomes data. Research indicates providing support during the earliest stages of a child's development has the highest impact on their future success and well-being. Local data gathered indicated that black/African American women have far poorer birth outcomes in Boone County than their white peers and these families are less likely to reach out to/trust supportive services, while being the most disparately impacted population in the area of education, health, and mobility. These findings led to the creation of a strategic plan for the community to increase family support systems through a continuum of home visiting services beginning at pregnancy. By the end of the planning grant, additional funding was secured from the Missouri Children's Trust Fund to implement a centralized home visiting collaborative called Brighter Beginnings which focuses on improving birth outcomes and engagement for black/African American mothers through implementation of a centralized intake and referral system and a shared database for home visiting organizations.

The Urban Institute funding opportunity will allow the County to further its data driven equity work across the lifespan for those who face limited economic mobility. Based on the planning experience afforded by the PFF grant, Boone County is well positioned to implement the Boosting Upward Mobility framework. The Director of the BCCSD will oversee the implementation of the project, along with the BCCSD Data & Performance Analyst. Both bring experience in working across sectors, focusing on equity issues and data analysis.

Many of our partners will be part of our implementation of this important work. The Boone County Commission will lead policy changes and convene cross-department groups. Columbia/Boone County Department of Public Health and Human Services brings connections to the most marginalized members of community, as well as extensive community health improvement planning and facilitation experience. The Boone County Information Technology Department will provide GIS services, data analysis systems,

and website infrastructure. The C2CA brings expertise in data analysis, primary data collection, and skills in identifying equity issues. Central Missouri Community Action offers evidence-based programs aimed at increasing upward mobility through Head Start. Missouri Women's Business Center, Regional Economic Development Inc., City of Columbia Department of Community Development provides expertise in economic and community development. The University of Missouri (MU) will assist in primary data collection, data analysis, and will guide the framing of this community work on the Boone Indicators Dashboard. The Inclusive Impact Institute will lend their expertise in promoting equitable practices for individuals and businesses. Organizations funded by Boone County and the Boone Impact Group partners will provide information and about and input from families impacted by limited upward mobility.

These organizations bring a unique perspective and specific skills needed to implement a mobility action plan. Partners can involve those impacted by limited economic mobility in planning and implementation. Potential capacity challenges may include community engagement and community organizing efforts due to the impact of the COVID-19 pandemic. This may limit the ability to directly organize in communities who are most likely to be impacted by limited upward mobility.

2021 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

22nd

day of

July

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 Exhibit A outlining an amended Article 4 of the Articles of Incorporation of the Boone County Senior Citizens Services Corporation, a Missouri non-profit corporation. The non-profit corporation's current Articles of Incorporation required the County Commission's approval for any amendment to Article 4 and this is the contemplated approval for the attached amendment.

Done this 22nd day of July 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

299-2021

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STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 21

In the County Commission of said county, on the 22nd day of July 20 21

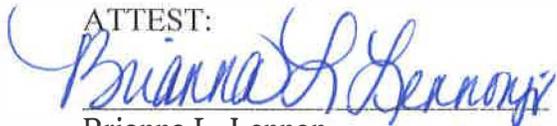
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby amend and correct prior board appointments to the Columbia and Boone County Library District as follows:

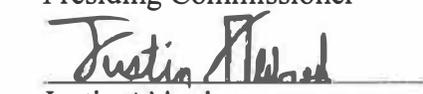
- **Patricia Powell – July 1, 2019 through June 30, 2022** (correcting Commission Order 299-2019)
- **Dorothy Carner – July 1, 2020 through June 30, 2023** (correcting Commission Order 225-2020)
- **Susan Daly – July 1, 2020 through June 30, 2023** (correcting Commission Order 225-2020)
- **August Nielsen – July 1, 2021 through June 30, 2024** (correcting Commission Order 230-2021)

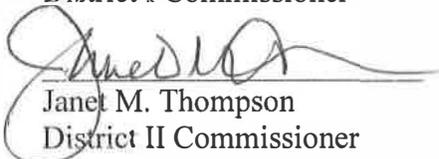
The above corrections are to adjust the board member terms to 3-years as contemplated in RSMo Sec. 182.291.

Done this 22nd day of July 2021.

ATTEST:

 Brianna L. Lennon
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Justin Aldred
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 21

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of

July

20 21

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

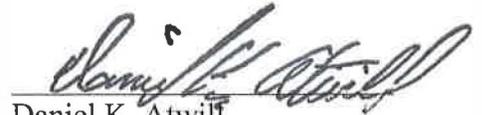
Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza, and in the event of rain, the Boone County Government Center Chambers by Mid-Missouri Peaceworks on September 19, 2021 from 12:00 pm to 5:00 pm. This approval is contingent upon adherence to the current health order. The Commission's approval of the use of the interior of the Government Center, specifically the Commission Chambers, is conditioned upon the inside use being consistent with the then-applicable building use policies set forth by the Commission in light of the COVID-19 pandemic and local health orders.

Done this 22nd day of July 2021.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

Organization: Mid-Missouri Peaceworks

Address: 804 E. Broadway Ste. C

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim

Position in Organization: Director

Address: Same as above

City: _____ State: _____ ZIP Code _____

Phone: same Email: mail@midmopeaceworks.org

Event: Walk for the Climate Kickoff

Description of Use (ex. Concert, speaker, 5K): Gathering & Short Rally to kickoff 5K Walk

Date(s) of Use: 9/19/21

Start Time of Setup: 12 PM

Start Time of Event: 1 PM (If start times vary for multiple day events, please specify)

End Time of Event: 4:30 PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 5:00 PM

Emergency Contact During Event: Laura Wacker Phone: 314-825-4444

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: No promoters. Usual grassroots publicity, e-mails, Facebook event, flyers, mailing, etc.

How many attendees (including volunteers) do you anticipate being at your event? Approximately 100

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

evacuate the area, we would simply encourage participants to walk away in an orderly fashion, and would assist any with mobility issues. We plan to have a crew of at least 10 trained volunteers who will be prepared to deal with any contingency.

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

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

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

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

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

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

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

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

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

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

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

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

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

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

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

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

If yes, what road(s) and/or sidewalk(s)? As in the past, our walk will be on sidewalks and our numbers modest enough so that we do not need streets or sidewalks closed _____

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

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

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

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit
Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?
 Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

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

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

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

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.

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

Organization Representative/Title: Mark Haim/Director

Address: 804-C E. Broadway, Columbia, MO 65201

Phone Number: 573-875-0539 Date of Application: 7/9/21

Email Address: mail@midmopeaceworks.org

Signature: 

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

ATTEST:


 County Clerk

BOONE COUNTY, MISSOURI


 County Commissioner

DATE: 7.22.2021



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

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

Organization: Mid-Missouri Peaceworks

Address: 804 E. Broadway, Ste. C

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim Position in Organization: Director

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Climate Action Rally/Gathering for 5K Walk

Description of Use (ex. Speaker, meeting, reception): Indoor gathering site to be used in the event of rain

Date(s) of Use: 9/19/21

Start Time of Setup: 12:00 p.m. AM/PM Start Time of Event: 1:00 p.m. AM/PM

End Time of Event: 4:30 p.m. AM/PM End Time of Cleanup: 5:00 p.m. AM/PM

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

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

Organization Representative/Title: Mark Haim, Director

Phone Number: 573-875-0539 Date of Application: 7/9/21

Email Address: mail@midmopeaceworks.org

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

BOONE COUNTY, MISSOURI

Brianna L. Lannon
County Clerk

Daniel K. Atwill
County Commissioner

DATE: 7.22.2021

Mid-Missouri Peaceworks
804 E Broadway Ste C
Columbia, MO 65201-4828
573-975-0539 MO TAX ID 13940538



July 9 2024

Pay to the
Order of

Boone County
One hundred & 00/100

Dollars

Central Bank of Boone County

For Damage Deposit

\$ 100.00/100

⑆081500859⑆ ⑈014 601 3⑈ 3966

3966

80-66/15

BOONE COUNTY TREASURER RECEIPT

Receipt Number: 2021 2500 Receipt Date: 7/12/2021

Employee Initials: TRJULIE

Received From: MID-MISSOURI PEACEWORKS

Amount: \$*****100.00

Remarks: KICKOFF 5K WALK
PLAZA RENTAL-SEPTEMBER 19, 2021



Boone County Treasurer

Thomas Danrough

Treasurer of Boone County

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

22nd

day of

July

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 Boone County Road & Bridge Improvement/Repair Cooperative Agreement between Boone County and the Town of Harrisburg.

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

Done this 22nd day of July 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

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 22nd day of July, 2021, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **Town of Harrisburg**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011& 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Twelve Thousand Six Hundred Twenty-Six Dollars and Forty-Six Cents (\$12,626.46)** as determined by the formula for Year 3 of the 6-year cycle as described in the aforementioned Commission Order

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

609-2012, for use solely in the completion of road improvement and/or repair projects.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 463-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS. City represents that the payments from County to City contemplated herein are in excess of any legal obligations

imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.

5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** 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.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from 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 anyway 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 Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY

By:

[Signature]
Presiding Commissioner

Date: 7.22.2021

ATTEST:

[Signature]
County Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

Boone County Auditor Certification:

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)

[Signature] 7/16/21 Date
County Auditor *by [Signature]*
2049-71452

TOWN OF HARRISBURG

By:

[Signature]
Authorized City Representative

Date: 7-8-2021

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

Harris