

205-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term 20

County of Boone

In the County Commission of said county, on the 10th day of May 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment for Department 1253 - FY22 CESF CAC Supplemental Grant.

Done this 10th day of May 2022.

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

Jane M. Thompson

Jane M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

4/18/22

EFFECTIVE DATE

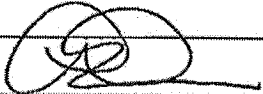
FOR AUDITORS USE

(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1253	37200	GF Sheriff's Grants	Registration		7,000
1253	37220	GF Sheriff's Grants	Travel/Meals/Lodging		8,631
1253	70100	GF Sheriff's Grants	Software Subscriptions		3,550
1253	91301	GF Sheriff's Grants	Computer Hardware		22,399
1253	3411	GF Sheriff's Grants	Revenue		41,580
					83,160

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

To re-budget unspent 2021 remaining award, and to budget 2022 expenditures.



Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: FY22 CESF CAC Supp Grant

Agenda

22

Auditor's Office
[Signature]

Justin Adkins

DISTRICT I COMMISSIONER

[Signature]

DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

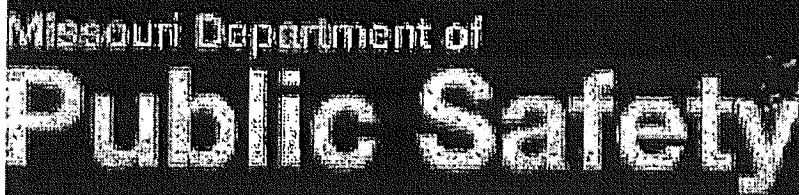
County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.

At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. NOTE: The 10-day period may not be waived.

The Budget Amendment may not be approved prior to the Public Hearing.

ICAC COVID-19 SUPPLEMENTAL FUNDINGS

	2021	2022														
	OCT	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	Clear up	Clear up	TOTAL SPENT	REMAINING
Magnet Training Annual (1 year pass)	\$ 5,995.00														\$ -	\$ 5,995.00
ICAC Mobile Device Forensics Training	\$ 4,037.00														\$ -	\$ 4,037.00
Florida ICAC Conference	\$ 5,002.55														\$ -	\$ 5,002.55
SUBTOTAL	\$ 15,034.55														\$ -	\$ 15,034.55
Forensic Computer	\$ 22,397.00														\$ -	\$ 22,397.00
SUBTOTAL	\$ 22,397.00														\$ -	\$ 22,397.00
CaseLab Forensic Ultimate	\$ 4,257.00														\$ 3,661.46	\$ 595.54
MAGNET TRAINING	\$ 3,550.00														\$ -	\$ 3,550.00
SUBTOTAL	\$ 7,807.00														\$ 3,661.46	\$ 4,145.54
TOTAL	\$ 45,246.55														\$ 3,661.46	\$ 41,579.09



Subaward Adjustment

2020-VD-BX-0223-CAC-01-FY 2020 Crimes Against Children/Sex Crimes - Boone County Cyber Task Force

Coronavirus Emergency Supplemental Funding (CESF)

Subaward Adjustment ID:	01
Subaward Adjustment Type:	Budget Revision
Status:	Editing
Organization:	Boone County, Cyber Task Force
Submitted Date:	

Justification

Justification

Please explain the reason for the requested adjustment and include the effective date. State the need for the change and how the requested revision will further the objectives of the project.

In our original request we asked for \$5002.55 to send Task Force members to a crimes against children conference in Florida in December of 2021 hosted by Florida ICAC Task Forces. This conference was cancelled.

We are requesting to use these same funds (\$5002.55) to attend the National Law Enforcement Training on Child Exploitation Conference in Atlanta, GA on 6/14/22 through 6/16/22. This conference is hosted by the National ICAC Task Force Program.

The National Law Enforcement Training on Child Exploitation is a national training event designed to expand the efforts and knowledge base of law enforcement investigators and prosecutors by providing specialized training focused on investigating and prosecuting technology-facilitated crimes against children.

This request is for two full-time Task Force investigators (BCSO Detectives Tracy Perkins and Cody Bounds) and one Boone County Assistant Prosecuting Attorney who specializes in crimes against children (Nick Komoroski) to attend this conference.

A breakdown of the cost is as follows: Airport parking \$40, Airline tickets \$2238.55, Hotel \$1907 (based on Federal per diem \$163.00 plus fees), Meals \$777 (Federal per diem \$74/day x 3.5 days x 3), Shuttle to/and from hotel \$40, TOTAL: \$5002.55.

This is a zero-cost grant modification request. The expenses will still occur with-in the grant reporting period (with-in one year of original funding). This Atlanta training conference is a very close substitute for the cancelled Florida conference.

Budget

Row	Current Budget	Revised Amount	Net Change
Personnel	\$0.00	\$0.00	\$0.00
Personnel Benefits	\$0.00	\$0.00	\$0.00
Personnel Overtime	\$0.00	\$0.00	\$0.00
Personnel Overtime Benefits	\$0.00	\$0.00	\$0.00
PRN Time	\$0.00	\$0.00	\$0.00
PRN Benefits	\$0.00	\$0.00	\$0.00
Volunteer Match	\$0.00	\$0.00	\$0.00
Travel/Training	\$15,034.55	\$15,034.55	\$0.00
Equipment	\$22,399.00	\$22,399.00	\$0.00
Supplies/Operations	\$0.00	\$0.00	\$0.00
Contractual	\$7,807.00	\$7,807.00	\$0.00
Renovation/Construction	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals	\$45,240.55	\$45,240.55	\$0.00

Federal/State and Local Match Share

Row	Current Budget	Current Percent	Revised Amount	Revised Percent	Net Change
Total Federal/State Share	\$0.00	0%	\$0.00	0%	\$0.00
Total Local Match Share	\$0.00	0%	\$0.00	0%	\$0.00

Confirmation

Your typed name as the applicant authorized official, in lieu of signature, represents your legally binding acceptance of the terms of this subaward adjustment and your statement of the veracity of the representations made in this subaward adjustment. You must include your title, full legal name, and the current date.

Authorized Official Name:

Title:

Date:

Attachments

MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: 573-751-4905
Fax: 573-751-5399

**STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY**

September 29, 2021

Boone County, Cyber Task Force
Daniel Atwill, Presiding Commissioner
801 E. Walnut Street
Columbia, Missouri 65201

Re: Subrecipient Name: Boone County, Cyber Task Force
Subaward Number: 2020-VD-BX-0223-CAC-01
Project Title: FY2020 CESF-CAC - Boone County, Cyber Task Force

Dear Presiding Commissioner Atwill:

Thank you for applying for the FY 2020 Coronavirus Emergency Supplemental Funding Program (CESF), Crimes Against Children/Sex Crimes (CAC) COVID-19 Funding. Your agency's application has been approved and has been awarded \$45,240.55.

Enclosed is the Subaward Agreement and the Terms and Conditions, Articles of Agreement. The Authorized Official, as identified on the Subaward Agreement, must sign in the Subrecipient Authorized Official section of the Subaward Agreement, and must initial each page of the Terms and Conditions, Articles of Agreement in the lower right-hand corner.

The above referenced document should be mailed or hand-delivered to:

Missouri Department of Public Safety
Attn: Michelle Branson, Supervisor, CJ/LE Unit
PO Box 749
1101 Riverside Drive
Jefferson City, MO 65102

If you have experienced a change in personnel that affects the Authorized Official noted on the Subaward Agreement, please notify me by email at Michelle.Branson@dps.mo.gov or by telephone at (573) 526-9014 so that revised documents can be forwarded for signature. Please do not mark through the name printed on the current Subaward Agreement or have alternative individuals sign in place of the identified person.

Should you have additional questions, feel free to contact me at any time.

Sincerely,

A handwritten signature in cursive script that reads "Michelle Branson".

Michelle Branson
Grants Program Supervisor
Missouri Department of Public Safety
Criminal Justice/Law Enforcement Unit
(573) 526-9014
Michelle.Branson@dps.mo.gov



Missouri Department of Public Safety
Office of Homeland Security
Division of Grants
 P.O. Box 749, Jefferson City, MO 65101
 Telephone: 573-526-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

DATE 09/29/2021	
FEDERAL IDENTIFICATION NUMBER 2020-VD-BX-0223	OHS CONTROL NUMBER CAC-01
DUNS NUMBER 182739177	

SUBRECIPIENT NAME Boone County, Cyber Task Force	
ADDRESS 801 E. Walnut Street, Columbia	
CITY Columbia	STATE MO
	ZIP CODE 65201
TOTAL AMOUNT OF THE FEDERAL AWARD \$45,240.55	AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$45,240.55
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$45,240.55	TOTAL APPROVED COST SHARING OR MATCHING \$0
PROJECT PERIOD FROM 10/01/2021	PROJECT PERIOD TO 09/30/2022
	FEDERAL AWARD DATE 01/20/2020
PROJECT TITLE FY2020 CESF-CAC - Boone County, Cyber Task Force	FUNDED BY FY 2020 Coronavirus Emergency Supplemental Funding
FEDERAL AWARDDING AGENCY U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance	PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security, Criminal Justice/Law Enforcement Unit
	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 16.034	METHOD OF PAYMENT (Reimbursement - Advanced) Reimbursement

CONTACT INFORMATION

OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Michelle Branson	NAME Dwayne Carey, Sheriff	ADDRESS (if different from above) 2121 County Drive	
E-MAIL ADDRESS Michelle.Branson@dps.mo.gov	CITY, STATE AND ZIP CODE Columbia, Missouri 65202		
TELEPHONE (573) 526-9014	TELEPHONE (573) 875-1111	E-MAIL ADDRESS dcarey@boonecountymmo.or	
PROGRAM MANAGER Joni McCarter			

SUMMARY DESCRIPTION OF PROJECT

The FFY 2020 Crimes Against Children/Sex Crimes COVID-19 Funding is being made available to law enforcement agencies and prosecutors involved in the investigation and prosecution of crimes against children, which increased during the COVID-19 pandemic.

AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Daniel Atwill, Presiding Commissioner	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

206 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI
County of Boone

} ea.

May Session of the April Adjourned

Term 220

In the County Commission of said county, on the 10th day of May 20 22

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 K-9 Basic Training Services Agreement between Boone County and the following:

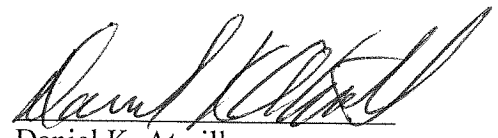
- Morgan County Sheriff's Office

The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign said Agreement.

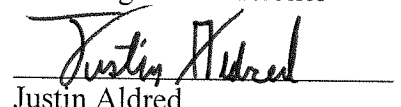
Done this 10th day of May 2022.

ATTEST:

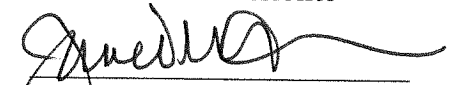

 Brianna L. Lennon
 Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

**COOPERATIVE AGREEMENT
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 7th day of April, 2022, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Morgan County Sheriff's Office, Missouri (Agency):

WHEREAS, BCSO can provide K-9 basic training through its certified K-9 training staff; and

WHEREAS, Agency desires training for an Agency canine and one of Agency's officers as that canine's handler through the BCSO's K-9 basic training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
2. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
3. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Three Thousand Six Hundred Dollars (\$3,600.00) for the training contemplated herein, calculated at a rate of \$90.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$1,800.00, upon execution of this contract and the remaining one-half, or \$1,800.00, after twenty (20) sessions have been completed.
4. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 14th day of February, 2022, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).
5. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

6. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
7. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
8. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: Morgan County
 By: Norm Dills

Printed Name: Norman Dills

Dated: 4.7.2022

ATTEST:

BOONE COUNTY, MISSOURI
 By: [Signature]
 Daniel K. Atwill, Presiding Commissioner

Dated: 5.10.2022

ATTEST:

[Signature]
 Brianna L. Lennon, County Clerk

APPROVED – BCSO:

[Signature]
 Dwayne Carey, Sheriff

APPROVED AS TO FORM:

[Signature]
 C.J. Dykhouse, Boone County Counselor

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

[Signature] Date 04/27/2022
 Auditor
 Acct - 2570-3569

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Dual Purpose K-9 Training Class [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

Cody Jr. 2908 04-13-2022

Printed Name of Participant

Cody Ketcham 04-13-2022

Exhibit "A"
INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Dual Purpose K-9 Training Class [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Driver
Norm Dills

4.7.22

Printed Name of Participant

Norman Dills, Sheriff

207-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term 220

In the County Commission of said county, on the 10th day of May 20 22

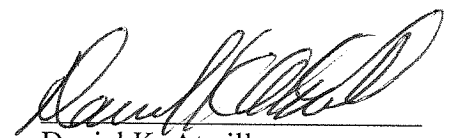
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Basic Training Services Agreement between Boone County and the following:

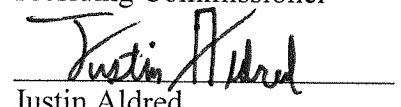
- Jefferson City Police Department

The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign said Agreement.

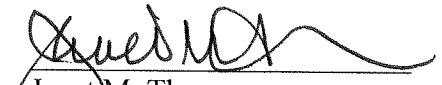
Done this 10th day of May 2022.



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:



Brianna L. Lennon
Clerk of the County Commission

K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 10th day of May, 2022, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and Jefferson City Missouri Police Department (Agency):

WHEREAS, BCSO can provide K-9 maintenance training through its certified K-9 training staff; and

WHEREAS, Agency desires to send its K-9 and handler through the BCSO's K-9 maintenance training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. MAINTENANCE TRAINING. BCSO agrees to provide maintenance training to two (2) of Agency's K-9 and handler teams by and through BCSO's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twenty (20) sessions for each K-9 and handler team. Agency will receive a certificate documenting successful completion of the BCSO's program.

2. EMPLOYED STATUS OF K-9 HANDLER. Agency agrees that the training contemplated herein is within the scope and course of its handlers' employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employees. Agency's handlers will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

3. CONTRACT PRICE AND PAYMENT. Agency shall pay County a total sum of Three Thousand Six Hundred Dollars (\$3,600.00) for the training contemplated herein, calculated at a rate of \$90/session per each K-9 and handler team. Agency shall pay one-half, or \$1,800.00, upon execution of this contract and the remaining one-half, or \$1,800.00, after ten (10) sessions have been completed.

4. TERM AND TERMINATION. The term of this Agreement shall begin immediately upon execution of the same for a period of one-year and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$90.00 per session per K-9 and handler team.

5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

6. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

7. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

8. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: City of Jefferson
By:

[Signature]

Printed Name: Steve Crowell

Dated: 4/5/22

BOONE COUNTY, MISSOURI

By: [Signature]

Daniel K. Atwill, Presiding Commissioner

Dated: 5.10.2022

ATTEST:

[Signature]

APPROVED AS TO FORM:

[Signature]
City Counselor

ATTEST:

[Signature]
Brianna L. Lennon, County Clerk

APPROVED - BCSO:

[Signature]
Dwayne Carey, Sheriff

APPROVED AS TO FORM:

[Signature]
C.J. Dykhouse, Boone County Counselor

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

[Signature] Date 04/27/2022
Auditor
Acct - 2570-3569

Exhibit "A"
INFORMED CONSENT WAIVER AND RELEASE

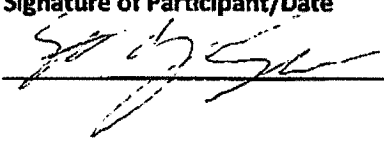
ASSUMPTION OF RISKS: I acknowledge that participation in the K-9 Maintenance Training [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

 4/7/22

Printed Name of Participant

Steven Cody Scheeler

Exhibit "A"
INFORMED CONSENT WAIVER AND RELEASE

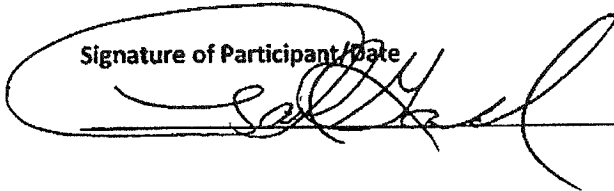
ASSUMPTION OF RISKS: I acknowledge that participation in the K-9 Maintenance Training [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

 4-06-27

Printed Name of Participant

PAUL GASIT

208-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term 2020

County of Boone

In the County Commission of said county, on the 10th day of May 20 22

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

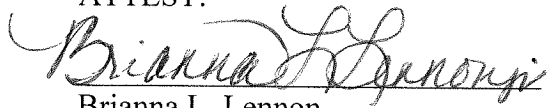
Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Basic Training Services Agreement between Boone County and the following:


- University of Missouri Police Department


The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign said Agreement.

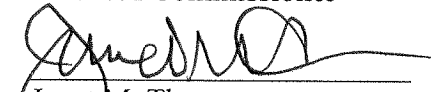
Done this 10th day of May 2022.

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

K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 6th day of April, 2022, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and University of Missouri Police Department (Agency):
[^]The Curators of the University of Missouri on behalf of

WHEREAS, BCSO can provide K-9 maintenance training through its certified K-9 training staff; and

WHEREAS, Agency desires to send its K-9 and handler through the BCSO's K-9 maintenance training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. MAINTENANCE TRAINING. BCSO agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSO's certified staff. Training areas will include obedience, explosives detection, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSO's program.

2. EMPLOYED STATUS OF K-9 HANDLER. Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

3. CONTRACT PRICE AND PAYMENT. Agency shall pay County a total sum of One Thousand Dollars (\$1,000.00) for the training contemplated herein, calculated at a rate of \$50/session. Agency shall pay one-half, or \$500.00, upon execution of this contract and the remaining one-half, or \$500.00, after ten (10) sessions have been completed.

4. TERM AND TERMINATION. The term of this Agreement shall begin immediately upon execution of the same for a period of one-year and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$50.00 per session.

5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

6. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

7. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

8. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: The Curators of the University of Missouri

By: Casey E. Forbis

Printed Name: Casey E. Forbis

Dated: 4/6/2022

ATTEST:

BOONE COUNTY, MISSOURI

By: Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

Dated: 5.10.2022

ATTEST:

Brianna L. Lennon
Brianna L. Lennon, County Clerk

APPROVED – BCSO:

Dwayne Carey
Dwayne Carey, Sheriff

APPROVED AS TO FORM:

C.J. Dykhouse
C.J. Dykhouse, Boone County Counselor

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

2-2570-3569
Auditor

04/27/2022
Date

REVIEWED
By Casey Forbis at 9:06 am, Apr 05, 2022

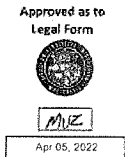


Exhibit "A"
INFORMED CONSENT WAIVER AND RELEASE

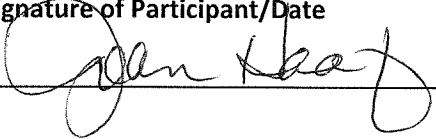
ASSUMPTION OF RISKS: I acknowledge that participation in the __K-9 Maintenance Training__ [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

 4-13-22

Printed Name of Participant

Joan Haaf

209 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term 2020


In the County Commission of said county, on the 10th day of May 20 22

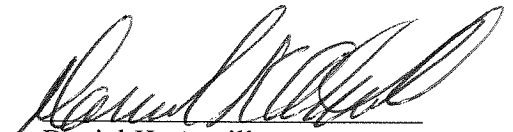
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve Sole Source # 163-123122SS for On-Line Legal & General Research Data Subscription Service with West Publishing Corporation d/b/a West, a Thomson Reuters Business.

Done this 10th day of May 2022.

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 Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Legal Office and Prosecuting Attorney's Office
Person Requesting	CJ Dykhouse and Tracy Skaggs
Date Requested	03/03/2022
Contact Phone Number	CJ: 886-4414 and Tracy: 886-4118

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: 5-3-22
Signature Date

SOLE SOURCE NUMBER: 163-123122SS
(Assigned by Purchasing)

COMMISSION APPROVAL: 5.10.2022
Signature Date

Expiration Date: 6/30/2027 One Time Purchase (check)

Vendor Name	West Publishing Corporation – West Thomson Reuters Business (Westlaw)
Vendor Address	P.O. Box 6292 Carol Stream, IL 60197-6292
Vendor Phone and Fax	800-328-4880
Product Description	On-Line Legal Research Data Bases - Subscription
Estimated Cost - ANNUAL	County Counselor: \$8,596.80 Prosecuting Attorney: \$27,955.40 for Proflex and \$8,883.00 for CLEAR
Department/Account # (s) / Amt. Budgeted	County Counselor: 1126/22500 Prosecuting Attorney: 1261/22500; 1263/22500; 2903/22500.

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician

- Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
- Other - List (attach additional sheets if necessary)

2. Briefly describe the commodity/material you are requesting and its function.

- *Thomson Reuters offers Westlaw subscription services which provides on-line legal information that is essential to the Boone County Legal Office and the Boone County Prosecutor's Office in conducting their work for the County. Westlaw provides exclusive access to the Missouri Practice Series as well as their proprietary Key Number research annotations in decisional law, both of which are essential tools.*

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.

Thomson Reuters Westlaw has data unique to its subscription service that the Legal Office and the Prosecuting Attorney's Office require. The following identifies unique data and features the Westlaw subscription and the CLEAR product possess that are essential to the Legal Office and the Prosecuting Attorney's Office:

- *Westlaw Edge has exclusive/unique search features for conducting legal database searches;*
- *WestSearch is an exclusive/unique search engine that incorporates over 140 years of proprietary analysis of the law and exclusive search tools such as key numbers, Key Cite, headnotes, notes of decisions, indexes, and secondary sources to deliver relevant documents associated with a search for legal information;*
- *Digital access to the Missouri Practice series (copyrighted);*
- *West's unique/proprietary KeyCite system – a tool used for detailed caselaw research;*
- *Law Summaries – Westlaw provides answers to common types of legal questions that link to authoritative court decisions;*
- *Research Recommendations – Westlaw will recommend primary and secondary law and Key Numbers based on documents the user has accessed in their search;*
- *Snapshots of companies, legal professionals and popular statutes;*
- *Folder Analysis – Westlaw suggests additional recommended cases and statutes based on cases and statutes in a folder set-up by the user.*
- *CLEAR – a comprehensive on-line investigative platform used by the Prosecuting Attorney's Office – it includes unique features and capabilities such as Passport Checker, Photo Images on Criminal Records, Cell Phone Data, Credit Reporting Bureaus, Real Time Vehicle Registration Data, and Global Business Data. CLEAR also includes Alerts on selected attributes or subjects, a Web/Social Media dashboard tool, Quick Analysis Flags, Address Maps, provides the user with a tool to create a Customizable Dashboard, Vital Statistics, Linked Searching, Entity Resolution (uses Entity Resolved Database technology to find all available public records pertaining to a subject), Relevance Scores (most relevant records appear at top of search), Data Source Transparency, User Preferences (sources and reported dates accompany the data), Customizable Reporting, Workspace (allows user to save selected results and report data indefinitely and generates link-charts and data maps), CLEAR Mobile Access (critical data can be accessible via user's smart phone), Compatibility with Analytical Programs (data from CLEAR can be transferred and integrated with other programs), and Google Maps Compatibility.*

4. What research has been done to verify this vendor as the only known source?

- *See attached Sole Source Justification Letters from Thomson Reuters.*
- *Advertised in both the Missourian and Columbia Tribune – no vendors have responded*

5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?

- Yes (please attach a list of known sources)

√ No

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
 - *Not to my knowledge.*
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
 - *On-Going Purchase – previously bid under contract 08-01MAR16. Only competitor is Lexis-Nexis which does not have certain data Westlaw accesses and that is needed by the Legal Office and the Prosecuting Attorney's Office.*
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
 - *This is not an upgrade.*
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.
 - *Previously bid. Westlaw has the preferred product and some proprietary and unique databases/features required by the County. In addition, past County experience contracting with Lexis-Nexis for their product was not positive. Westlaw has unique data Lexis does not have that the County Legal Office and Prosecuting Attorney's Office require.*
10. What are the consequences of not securing this specific commodity/material?
 - *Inhibits the Legal Office and the Prosecuting Attorney's Office from conducting full and reliable legal research.*
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
 - *See attached Sole Source Justification Letters from Thomson Reuters.*
12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?
 - *On-going*

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term 220

County of Boone

In the County Commission of said county, on the 10th day of May 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Outreach-Columbia Mall Agreement from the Department of Emergency Management.

The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign said Agreement.

Done this 10th day of May 2022.

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

Brookfield Properties

EVENT AGREEMENT (Single Shopping Center)

This Event Agreement ("Agreement") is made as of this day, Thursday, April 14, 2022, ("Effective Date") by and between the owner that have executed this Agreement ("Owner") and County of Boone ("Organizer").

WHEREAS, Owner owns the Shopping Center listed on Exhibit A ("Shopping Center"), or pursuant to certain agreements with the Owner, Owner has the right to contract for and provide the services described herein to the Shopping Center, and has engaged affiliate Brookfield Properties Retail Inc. to provide the Services as further set forth herein and in Exhibit A.

WHEREAS, Organizer seeks to conduct an event in a portion of the common area of the Shopping Center as more particularly described herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **TERM.** The "Term" of this Agreement shall begin on the Effective Date and shall terminate on the "Expiration Date" specified on Exhibit A. The Event (as hereinafter defined) shall be conducted during the "Event Term" specified on Exhibit A.
2. **EVENT.** During the Event Term, Organizer shall conduct the event described on Exhibit A in a portion of the common area of the Shopping Center more particularly described on Exhibit A ("Premises"). Any activities conducted and/or exhibition of any displays, sets, signs, decorations, materials, advertising collateral and/or equipment of Organizer specified on Exhibit A (collectively the "Event Elements") during the Event Term shall be collectively referred to herein as the "Event". If storage of any Event Elements is included in the services and/or benefits provided Owner as more particularly specified on Exhibit A ("Services"), the Premises is deemed to include the area(s) in which such Event Elements are stored.
3. **EVENT FEE.** In consideration for the rights granted by Owner under this Agreement, Organizer agrees to pay the "Event Fee" to "Payee" at the address and pursuant to the payment schedule, all as set forth on Exhibit A.

If the Event Fee, or any portion thereof, is not paid within ten (10) days of when due, the unpaid balance of all, or the then due portion, of the Event Fee will be assessed a service fee of one and one-half percent (1.5%) per month to the extent allowed by law. Owner will have the right to suspend and/or terminate the Services and Organizer's access to the Premises if Organizer fails to timely pay Payee in accordance with the terms of this Agreement. If it becomes necessary for Owner to remove any or all elements of the Event and/or other personal property of Organizer from the Premises as a result of Organizer's default, Organizer shall reimburse Owner for all reasonable costs incurred in connection therewith upon fifteen (15) days' written notice. If Organizer fails to satisfy the obligations required to gain access to the Premises as provided in Sections 4A, 4B and 4C of this Agreement, Organizer shall not be relieved of its obligation to pay the Event Fee.

4. ORGANIZER'S OBLIGATIONS.

- A. **Submission of Event Elements.** By the "Delivery Date" specified on Exhibit A, Organizer agrees to deliver to Owner all Event Elements specified on Exhibit A, which may include without limitation camera-ready artwork, advertising collateral, display or set designs, signs, copy, electronic files, activity plans and schedules, promotional materials and/or samples to be distributed and/or such other materials, logos, trademarks and designs to be used in connection with the Event, as are necessary for Owner to approve the Event and provide the Services pursuant to this Agreement.
- B. **Permits.** Organizer shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Shopping Center, any and all licenses, permits, bonds or other authorizations necessary to conduct the Event as contemplated under this Agreement. Organizer will notify Owner immediately if Organizer fails to obtain the required permits and licenses prior to commencement of the Event. A copy of any required permits or licenses shall be provided to Owner prior to commencement of the Event and the provision of such permits or licenses to Owner is a condition precedent to any access to the Premises
- C. **Insurance.** Organizer shall provide the insurance coverage set forth on Exhibit B attached hereto and deliver to Owner a certificate of insurance described therein prior to commencement of the Event.
- D. **Event Set-up and Operation.** Organizer shall have the sole responsibility of conducting the Event, which may include the erection and installation of any Event Elements authorized by Owner, unless erection and installation are included in the Services. Organizer shall install the Event Elements and promptly repair at its sole cost and expense any damage to the Shopping Center caused by Organizer, any contractors or other providers of Organizer, exhibitors and/or participants in the Event (each a "Contractor" and collectively the "Contractors"), or their respective employees, agents, affiliates or

Brookfield Properties

subcontractors in connection with the set-up of the Event. Organizer shall maintain the Event Elements and conduct the Event solely on the Premises in a clean and orderly manner that exemplifies a first-class shopping center. In no event shall Organizer, any Contractor or any of their employees, agents, affiliates, subcontractors or suppliers (collectively "Organizer Parties") hawk or otherwise create a nuisance in the Shopping Center.

- E. **Removal of Event Elements.** Upon the earlier of the expiration of the Event Term or termination of this Agreement, Organizer shall remove all Event Elements from the Premises, repair damage caused by such removal and peaceably yield up to Owner the Premises in good order, repair and condition. Until such time as all Event Elements are removed, Organizer's obligations shall continue as set forth in this Agreement. In the event Organizer does not remove all Event Elements at the expiration of the Event Term or earlier termination of this Agreement, Owner shall provide Organizer with written notice of Organizer's failure to remove the Event Elements from the Premises. Such written notice shall provide Organizer with one (1) day for the purpose of removing the Event Elements from the Premises ("Notice Period"). In the event Organizer does not remove any or all of the Event Elements within the Notice Period, Owner shall have the right, in its sole and absolute discretion, to either remove and store the Event Elements or dispose of the Event Elements at Organizer's sole cost and expense. Organizer shall have no claim against Owner for such removal, storage and/or disposal.
- F. **Compliance With Law.** Organizer agrees to perform all of its obligations under this Agreement in a professional manner and shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements.
- G. **Acknowledgement.** Organizer acknowledges and agrees that Owner's ability to provide access to the Premises and the Services is contingent upon Organizer's timely performance of Organizer's obligations under this Agreement and Organizer's failure to perform any of its obligations shall be a material breach of this Agreement.
5. **OWNER'S OBLIGATIONS.** Owner shall review and approve in writing, in its sole discretion, all Event Elements. Owner reserves the right during the Term to reject any or all Event Elements for any reason or no reason and to curtail or regulate any or all Event Elements including without limitation sound levels thereof and Organizer Parties, at Organizer's expense. Subject to Organizer's obligations set forth in Section 4 of this Agreement and Owner's approval of the Event, Owner shall provide to Organizer and each authorized Contractor access to the Premises during the Event Term in accordance with this Agreement. Organizer and each authorized Contractor shall be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by Owner and as needed to perform Organizer's obligations under this Agreement. Owner shall also provide to Organizer the Services.
6. **CONTRACTORS.** Organizer shall be responsible to procure any and all Contractors necessary for the Event. Organizer shall supply Owner with a list of all proposed Contractors at least five (5) business days prior to commencement of the Event. The list shall specify the names, addresses and type of each Contractor. Organizer agrees that only Contractors approved by Owner in writing will be permitted to enter the Premises. Organizer acknowledges and agrees that Owner shall not approve of, or permit, any such Contractor to enter the Premises, until Owner has received from each Contractor (i) a certificate of insurance evidencing insurance coverage set forth on Exhibit B attached hereto satisfactory to Owner and (ii) ~~an original of Exhibit C signed by an authorized representative of each Contractor, without any modification.~~ Any exception or modification to the foregoing requirements shall be in Owner's sole and absolute discretion.
7. **INTELLECTUAL PROPERTY RIGHTS.**
- A. Each party owns and shall retain all right, title and interest in and to its trademarks and service marks (collectively "Marks"). Neither party shall, in any way during the Term or thereafter, directly or indirectly do or cause to be done any act or thing contesting or in any way challenging any part of the other party's right, title and interest in such party's Marks. Without the prior written consent of Owner, Organizer shall not, while this Agreement is in effect or thereafter, use or permit the use of Owner's name or the name of any affiliate of Owner, or the name, address or any picture or likeness of, or reference to, the Shopping Center in any advertising, promotional, or other materials.
- B. Owner may make still, digital, video and/or photographic images or recordings of the Shopping Center which may include the Event Elements, Organizer's Marks and/or other materials of Organizer's displayed at the Shopping Center during the Term. Owner shall have the right to use such images or recordings for purposes of promoting the Shopping Center and marketing activities at the Shopping Center.
8. **REPRESENTATIONS AND WARRANTIES.**
- A. Organizer represents and warrants that (i) the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements as provided in this Agreement will not violate the trademark rights, copyrights, the right of privacy or publicity or constitute a libel or slander, or involve plagiarism or violate any other rights of any person or entity; (ii) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Organizer's full performance hereof; and (iii) it has inspected the Premises and acknowledges that such area is safe and suitable for the Event contemplated hereunder.
- B. Owner represents and warrants that it has the full right and legal authority to enter into and fully perform this Agreement in

Brookfield Properties

accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Owner's full performance hereof.

9. INDEMNIFICATION.

- A. Only to the extent authorized by Missouri law, Organizer shall indemnify, hold harmless, defend and reimburse Owner, including Owner's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and for all claims, losses, damages, liabilities, expenses, encumbrances, attorneys' fees and litigation expenses (collectively "Claims") which arise or are alleged to arise wholly or partly out of: (i) any violation of this Agreement by Organizer or any Contractor; or (ii) any negligence or intentional misconduct or other action or omission of any of the Organizer Parties. Without limiting the generality of the foregoing, such Claims include matters involving: (a) bodily or personal injury, sickness or disease or death of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time; (b) losses of, or damage to, personal, intangible or real property of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time (including reduction in value and loss of use or income); (c) employer-employee relations of the Organizer Parties; (d) infringement of any intellectual property or proprietary rights; or (e) claims for express or implied indemnity or contribution arising by reason of any Claims.
- B. Owner shall indemnify, hold harmless, defend and reimburse Organizer, including Organizer's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, from and for all Claims which arise or are alleged to arise out of: (i) Owner's breach of any of its representations, warranties or obligations under this Agreement; or (ii) Owner's negligence or intentional misconduct or other action or omission of Owner, its affiliates, subcontractors, employees and agents.
- C. This Section 9 shall survive the expiration or earlier termination of this Agreement, and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this Section 9 void, or to eliminate or reduce any other indemnification or right which any indemnitee has by law.

10. **LIMITATION ON LIABILITY.** Organizer hereby agrees to be solely responsible for any loss or damage to the Event Elements and any other equipment or property of Organizer or the Contractors or injury to any of the Organizer Parties resulting from the use of the Premises, except to the extent such loss or damage is caused by the gross negligence of Owner. Owner shall not be liable to any of the Organizer Parties for any loss or damage to any property of any Organizer Parties, including without limitation for any removal of such property by Owner during the Event Term or upon the earlier of the expiration of the Event Term or termination of this Agreement. Except as specifically provided in this Section 10, Organizer waives any claim against Owner for any damage to any property of the Organizer Parties and will obtain a similar waiver from any Contractor. No representation, guarantee, assurance or warranty is made or given by Owner that the security procedures used by Owner, if any, will be effective to prevent (i) injury to Organizer, any Contractor, guests, or any other person who is or may be in the Shopping Center from time to time or (ii) damage to, or loss (by theft or otherwise) of any property of the Organizer Parties or of the property of any other person who is or may be in the Shopping Center from time to time.

ORGANIZER EXPRESSLY UNDERSTANDS AND AGREES THAT OWNER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA, LOSS OF AIR TIME, OR OTHER INTANGIBLE LOSSES (EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE AGGREGATE LIABILITY OF OWNER FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO, BUT NOT TO EXCEED, THE AMOUNT ACTUALLY PAID BY ORGANIZER TO PAYEE UNDER THIS AGREEMENT.

11. **RELOCATION; REMOVAL.** Owner has the right in its sole discretion to relocate the Premises within the Shopping Center for any reason, including but not limited to remodeling or construction, whether temporarily or permanently. In the event of such relocation Owner shall provide Organizer with notice of the relocation and shall make reasonable efforts to relocate the Premises at Owner's expense to a location within the Shopping Center that offers comparable exposure to Organizer, as determined by Owner. If it is not feasible to relocate as determined by Owner, Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term. Such reimbursement shall be the sole and exclusive remedy available to Organizer in the event relocation of the Premises is not feasible.

During the Event Term, Owner has the right in its sole discretion to remove any or all Event Elements for any reason, including without limitation default by Organizer, or no reason. Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term for any removal not caused by Organizer's breach of this Agreement. Such reimbursement shall be the sole and exclusive remedy available to Organizer for such removal of any or all elements of the Event.

12. **TERMINATION; FAILURE TO PERFORM.**

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- A. **Termination for Cause.** Unless cured within ten (10) business days of the alleged breach (but in no event later than one (1) business day prior to commencement of the Event) either party may terminate this Agreement upon notice if the other party commits a material breach of this Agreement; or at any time upon written notice if the other party ceases its business operations, becomes insolvent or unable to pay its debts as they mature, makes a general assignment for the benefit of its creditors, is the subject of an appointment of a receiver or trustee for its business at the Shopping Center, or files or has filed against it proceedings under any provision of the United States Bankruptcy Code, as codified at 11 U.S.C. Sections 101, *et seq.* or similar law, as such may be amended from time to time. Any such notice of termination shall identify the Shopping Center to which it applies and specify the alleged breach or cause in reasonable detail. In the event of termination of this Agreement by Owner pursuant to this Subsection 12A, in addition to any other remedies available to Owner at law, in equity or otherwise, Organizer shall pay to Owner the Event Fee.
- B. **Termination without Cause.** Owner may terminate this Agreement immediately upon notice to Organizer at such time as Owner may elect without cause. If Owner terminates this Agreement without cause, Owner shall refund to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term.

13. GENERAL PROVISIONS.

- A. **Entire Agreement.** This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the parties, whether oral or written, with respect thereto.
- B. **Assignment.** This Agreement may not be assigned, in whole or in part, by the Organizer without the prior written consent of Owner. Owner may freely assign this Agreement to any affiliate or to any other assignee, provided that any such assignee (other than an affiliate) agrees in writing to fulfill all obligations of Owner under this Agreement.
- C. **Audit.** This Section shall apply if the Event Fee is based on a percentage of Organizer's sales. At any time during the Term and for one (1) year after the Expiration Date, Owner shall have the right, upon reasonable notice to Organizer to inspect and/or audit the records of Organizer directly related to the calculation of the percentage rent to verify the accuracy of any information provided by Organizer to Owner. Such inspection shall occur at Organizer's headquarters during mutually agreed upon dates and times during regular business hours.
- D. **Notices.** All notices, requests and approvals required under this Agreement must be in writing and addressed to the other party's designated contact for notice as set forth on Exhibit A, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been given either when personally delivered or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery or, in the absence of delivery, on the date of mailing. Every notice shall identify the Shopping Center to which it applies. The provisions of this Section 13C shall survive termination of this Agreement.
- E. **Governing Law; Disputes.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Shopping Center is located without regard to its choice of law or conflicts of laws provisions. The parties hereby waive trial by jury. If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, the prevailing party in the action or proceeding shall be entitled to recover all reasonable costs and attorneys' fees from the unsuccessful party.
- F. **Reformation and Severability.** If any provision or term of this Agreement shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties as expressed herein, and if such a modification is not possible, that provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- G. **Waivers; Modification; Amendment.** No waiver, modification or amendment of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment and the Shopping Center to which it applies. The failure of a party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.
- H. **Independent Contractor.** The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
- I. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement, except

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for the obligation to pay, if such delay or failure is caused by a force beyond such party's control.

- J. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement electronically or by facsimile shall also deliver a manually executed counterpart of this Agreement; provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

ORGANIZER:

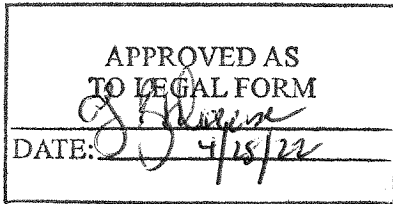
County of Boone

By: *[Signature]*
Its: Presiding Commissioner

OWNER:

COLUMBIA MALL L.L.C., a Delaware limited liability company

By: _____
Authorized Signatory



CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

James Stafford by *js* 04/28/2022
Auditor Date
No Encumbrance

Brookfield Properties

EXHIBIT A

1. SHOPPING CENTER; EVENT TERM.

Owner Entity: COLUMBIA MALL L.L.C.

Property Name: Columbia Mall (MO)
2300 BERNADETTE DRIVE
COLUMBIA, Missouri 65203

Attn: Stephanie Smith
p: +1 (573) 5148665
e: stephanie.smith@bpretail.com

<u>Date / Time</u>	<u>Location(s) /Event Elements</u>
05/13/2022 - 05/13/2022	Columbia Mall (MO) (2267) - Creativity 1 / Creativity
09/09/2022 - 09/09/2022	Columbia Mall (MO) (2267) - Creativity 1 / Creativity
08/12/2022 - 08/12/2022	Columbia Mall (MO) (2267) - Creativity 1 / Creativity
07/08/2022 - 07/08/2022	Columbia Mall (MO) (2267) - Creativity 1 / Creativity
06/10/2022 - 06/10/2022	Columbia Mall (MO) (2267) - Creativity 1 / Creativity
05/13/2022 - 05/13/2022	Columbia Mall (MO) (2267) - Center Court / Event - Up to 10'x10' (4 staff max.)
06/10/2022 - 06/10/2022	Columbia Mall (MO) (2267) - Center Court / Event - Up to 10'x10' (4 staff max.)
07/08/2022 - 07/08/2022	Columbia Mall (MO) (2267) - Center Court / Event - Up to 10'x10' (4 staff max.)
08/12/2022 - 08/12/2022	Columbia Mall (MO) (2267) - Center Court / Event - Up to 10'x10' (4 staff max.)
09/09/2022 - 09/09/2022	Columbia Mall (MO) (2267) - Center Court / Event - Up to 10'x10' (4 staff max.)

2. EXPIRATION DATE. 9/9/2022

3. EVENT.

Boone County Office of Emergency Management will set up an information table in the common area on May 13th, June 10th, July 8th, August 12th and September 9th, 2022 from 8am - 2pm, to promote the Boone County Ready program, which enhances community preparedness, fosters collaboration and builds resilience by engaging citizens in actively preparing for emergencies and disasters.

4. EVENT FEE; PAYMENT SCHEDULE.

Total Fees: \$0.00

	<u>Invoice Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Sales Tax</u>	<u>Total Amount</u>
Pymt 1:	5/13/2022	5/13/2022	\$0.00	\$0.00	\$0.00

Revenue Account Code: 42505 Events, Sampling & Tours
42575 Creativity

5. PAYEE(S); ADDRESS(ES) OF PAYEE(S).

COLUMBIA MALL L.L.C.
COLUMBIA MALL
PO BOX 775769
CHICAGO, Illinois 60677-5769

6. DELIVERY DATE. 5/13/2022

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7. EVENT ELEMENTS.

one - 8 ft table with tablecloth and 4 chairs
all event supplies

8. SERVICES.

Obligations of Owner:

- Provide one - 8 foot table with black tablecloth and 4 folding chairs for informational table

Owner will be responsible for providing the following services and/or benefits to Organizer:

Owner Production/Construction of Materials Responsibilities:

N/A

Owner Installation of Materials Responsibilities:

one - 8 ft table with tablecloth and 4 chairs

Owner Maintenance of Materials Responsibilities:

N/A

Owner Removal of Materials Responsibilities:

one - 8 ft table with tablecloth and 4 chairs

Owner Return of Materials Responsibilities:

N/A

Number of Electrical Outlets Required:	1	Descriptions of Electrical Outlets Required: N/A
Number of Tables Required:	1	Description of Tables Required: N/A
Number of Chairs Required:	4	Description of Chairs Required: N/A
Number of Security Guards Required:	0	Description of Security Guards Required: N/A
Number of Platforms/Stages Required:	0	Description of Platforms/Stages Required: N/A
Table Skirting Required:	n/a	

Obligations of Organizer:

- Provide a certificate of insurance meeting the Columbia Mall requirements
- Provide all informational handouts, paperwork, and visual aids
- Responsible for staffing the information table each event date
- Will clean up everything when event is over

Organizer will be responsible for providing the following services and/or benefits to Owner:

Organizer Production/Construction of Materials Responsibilities:

all event supplies

Organizer Installation of Materials Responsibilities:

all event supplies

Organizer Maintenance of Materials Responsibilities:

all event supplies

Organizer Removal of Materials Responsibilities:

all event supplies

Organizer Return of Materials Responsibilities:

N/A

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9. NOTICE ADDRESSES.

(a) Owner:
c/o Brookfield Properties Retail Inc.
350 N. Orleans St. Suite 300
Chicago, IL 60654-1607
Attn: VP, Strategic Partnership

With copy to:
Brookfield Properties Retail Inc.
350 N. Orleans St. Suite 300
Chicago, IL 60654-1607
Attn: Legal Department - Corporate Contracts and
Securities

(b) Organizer:
County of Boone
801 E Walnut
Columbia, Missouri 65201
FEIN: 436000349
Phone: 573-554-7900

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EXHIBIT B INSURANCE REQUIREMENTS

REQUIRED INSURANCE.

Organizer and Contractor shall furnish and maintain in effect during the Term of the Agreement the insurance coverage described below:

General Liability	\$1,000,000 Occurrence/\$1,000,000 Aggregate except the Events set forth below which shall be as follows	
	Type of event	Standard GL Occurrence / Aggregate Requirement
	Dances	\$1,000,000 / \$3,000,000
	Petting Zoos	\$1,000,000 / \$3,000,000
	Vehicle Display Events	\$1,000,000 / \$3,000,000
	Vehicle Driven Events	\$2,000,000 / \$5,000,000
	Food Truck Events	\$2,000,000 / \$5,000,000
	Specialty Markets	\$2,000,000 / \$5,000,000
	Walks/Races	\$2,000,000 / \$5,000,000
	Carnivals	\$5,000,000 / \$5,000,000
	Circuses	\$5,000,000 / \$5,000,000
	Concerts (> 1500 attendees)	\$5,000,000 / \$5,000,000
	Dunk Tank	\$5,000,000 / \$5,000,000
	Rock Climbing	\$5,000,000 / \$5,000,000
	E-cycling	\$2,000,000 / \$2,000,000
	Medical Testing/Consultation	\$1,000,000 / \$2,000,000
	Health Screenings	\$1,000,000 / \$2,000,000
	Shots**(i.e. flu, etc.)	\$1,000,000 / \$3,000,000
	Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.	
Professional Liability (Medical Malpractice)	Medical Testing/Consultation	\$1,000,000 / \$3,000,000
	Health Screenings	\$1,000,000 / \$3,000,000
	Shots**(i.e. flu, etc.)	\$1,000,000 / \$3,000,000
	** Organizer shall ensure that all shots are administered by a registered health professional (e.g. LPN, RN, Physician's Assistant, etc.).	
Automobile Liability	\$1,000,000 Combined Single Limit	
Workers' Compensation Employers' Liability	Statutory	
	OR	
	\$500,000 Each Accident	
	\$500,000 Disease, Policy Limit	
	\$500,000 Disease, Each Employee	
(for Monopolistic States) Workers' Compensation Stop Gap Employers' Liability	Evidence of Monopolistic State Coverage	
	\$500,000 Occurrence/Aggregate	
Liquor Liability, or a combination of Liquor Liability and Follow Form Umbrella Liability or Follow Form Excess Liability: (if alcohol is served)	Not Less Than \$5,000,000 Per Occurrence	
	This insurance shall include, but not be limited to, coverage for liability arising from premises, operations, independent contractors, and liability assumed under an insured contract.	
	Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.	

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POLICY REQUIREMENTS.

The insurance required of Organizer and Contractor shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Event(s) is located, and maintaining an AM Best rating of at least A- VII.

The General Liability Insurance, Automobile Liability Insurance, Liquor Liability insurance, and the Follow Form Umbrella Liability Insurance or Follow Form Excess Liability Insurance shall name, as "Additional Insureds", Brookfield Properties Retail Holding LLC, Brookfield Properties Retail Inc. and Shopping Center Owner Entity (exactly as identified on Exhibit A). All Insurance policies required by this Agreement shall contain waivers of any and all rights of subrogation against the Additional Insureds, and the Liability Insurance policies required by this agreement shall contain either a cross-liability endorsement or separation of insureds provision, which provision shall permit the limits of liability under Organizer's policies to apply separately to each Additional Insured.

All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds with respect to the negligence of Organizer, its employees, agents, contractors and/or subcontractors.

Organizer and Contractor, for both themselves and on behalf of the "Additional Insureds", shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible or self-insured retention, including any loss not covered because of the operation of such deductible or self-insured retention.

Before any Event, the Shopping Center shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force. All insurance policies required in the Agreement shall not be allowed to be cancelled, allowed to lapse or substantially modified without thirty (30) days' prior written notice to Owner, except for non-payment of premium for which ten (10) days notice shall be provided.

Compliance with the insurance requirements of this Agreement shall not be relieved by Owner's, or any Shopping Center's, receipt or review of any insurance certificates.

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EVENT AGREEMENT (Single Shopping Center)

This Event Agreement ("Agreement") is made as of this day, Thursday, April 14, 2022, ("Effective Date") by and between the owner that have executed this Agreement ("Owner") and County of Boone ("Organizer").

WHEREAS, Owner owns the Shopping Center listed on Exhibit A ("Shopping Center"), or pursuant to certain agreements with the Owner, Owner has the right to contract for and provide the services described herein to the Shopping Center, and has engaged affiliate Brookfield Properties Retail Inc. to provide the Services as further set forth herein and in Exhibit A.

WHEREAS, Organizer seeks to conduct an event in a portion of the common area of the Shopping Center as more particularly described herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **TERM.** The "Term" of this Agreement shall begin on the Effective Date and shall terminate on the "Expiration Date" specified on Exhibit A. The Event (as hereinafter defined) shall be conducted during the "Event Term" specified on Exhibit A.
2. **EVENT.** During the Event Term, Organizer shall conduct the event described on Exhibit A in a portion of the common area of the Shopping Center more particularly described on Exhibit A ("Premises"). Any activities conducted and/or exhibition of any displays, sets, signs, decorations, materials, advertising collateral and/or equipment of Organizer specified on Exhibit A (collectively the "Event Elements") during the Event Term shall be collectively referred to herein as the "Event". If storage of any Event Elements is included in the services and/or benefits provided Owner as more particularly specified on Exhibit A ("Services"), the Premises is deemed to include the area(s) in which such Event Elements are stored.
3. **EVENT FEE.** In consideration for the rights granted by Owner under this Agreement, Organizer agrees to pay the "Event Fee" to "Payee" at the address and pursuant to the payment schedule, all as set forth on Exhibit A.

If the Event Fee, or any portion thereof, is not paid within ten (10) days of when due, the unpaid balance of all, or the then due portion, of the Event Fee will be assessed a service fee of one and one-half percent (1.5%) per month to the extent allowed by law. Owner will have the right to suspend and/or terminate the Services and Organizer's access to the Premises if Organizer fails to timely pay Payee in accordance with the terms of this Agreement. If it becomes necessary for Owner to remove any or all elements of the Event and/or other personal property of Organizer from the Premises as a result of Organizer's default, Organizer shall reimburse Owner for all reasonable costs incurred in connection therewith upon fifteen (15) days' written notice. If Organizer fails to satisfy the obligations required to gain access to the Premises as provided in Sections 4A, 4B and 4C of this Agreement, Organizer shall not be relieved of its obligation to pay the Event Fee.

4. ORGANIZER'S OBLIGATIONS.

- A. **Submission of Event Elements.** By the "Delivery Date" specified on Exhibit A, Organizer agrees to deliver to Owner all Event Elements specified on Exhibit A, which may include without limitation camera-ready artwork, advertising collateral, display or set designs, signs, copy, electronic files, activity plans and schedules, promotional materials and/or samples to be distributed and/or such other materials, logos, trademarks and designs to be used in connection with the Event, as are necessary for Owner to approve the Event and provide the Services pursuant to this Agreement.
- B. **Permits.** Organizer shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Shopping Center, any and all licenses, permits, bonds or other authorizations necessary to conduct the Event as contemplated under this Agreement. Organizer will notify Owner immediately if Organizer fails to obtain the required permits and licenses prior to commencement of the Event. A copy of any required permits or licenses shall be provided to Owner prior to commencement of the Event and the provision of such permits or licenses to Owner is a condition precedent to any access to the Premises
- C. **Insurance.** Organizer shall provide the insurance coverage set forth on Exhibit B attached hereto and deliver to Owner a certificate of insurance described therein prior to commencement of the Event.
- D. **Event Set-up and Operation.** Organizer shall have the sole responsibility of conducting the Event, which may include the erection and installation of any Event Elements authorized by Owner, unless erection and installation are included in the Services. Organizer shall install the Event Elements and promptly repair at its sole cost and expense any damage to the Shopping Center caused by Organizer, any contractors or other providers of Organizer, exhibitors and/or participants in the Event (each a "Contractor" and collectively the "Contractors"), or their respective employees, agents, affiliates or

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subcontractors in connection with the set-up of the Event. Organizer shall maintain the Event Elements and conduct the Event solely on the Premises in a clean and orderly manner that exemplifies a first-class shopping center. In no event shall Organizer, any Contractor or any of their employees, agents, affiliates, subcontractors or suppliers (collectively "Organizer Parties") hawk or otherwise create a nuisance in the Shopping Center.

- E. **Removal of Event Elements.** Upon the earlier of the expiration of the Event Term or termination of this Agreement, Organizer shall remove all Event Elements from the Premises, repair damage caused by such removal and peaceably yield up to Owner the Premises in good order, repair and condition. Until such time as all Event Elements are removed, Organizer's obligations shall continue as set forth in this Agreement. In the event Organizer does not remove all Event Elements at the expiration of the Event Term or earlier termination of this Agreement, Owner shall provide Organizer with written notice of Organizer's failure to remove the Event Elements from the Premises. Such written notice shall provide Organizer with one (1) day for the purpose of removing the Event Elements from the Premises ("Notice Period"). In the event Organizer does not remove any or all of the Event Elements within the Notice Period, Owner shall have the right, in its sole and absolute discretion, to either remove and store the Event Elements or dispose of the Event Elements at Organizer's sole cost and expense. Organizer shall have no claim against Owner for such removal, storage and/or disposal.
- F. **Compliance With Law.** Organizer agrees to perform all of its obligations under this Agreement in a professional manner and shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements.
- G. **Acknowledgement.** Organizer acknowledges and agrees that Owner's ability to provide access to the Premises and the Services is contingent upon Organizer's timely performance of Organizer's obligations under this Agreement and Organizer's failure to perform any of its obligations shall be a material breach of this Agreement.
5. **OWNER'S OBLIGATIONS.** Owner shall review and approve in writing, in its sole discretion, all Event Elements. Owner reserves the right during the Term to reject any or all Event Elements for any reason or no reason and to curtail or regulate any or all Event Elements including without limitation sound levels thereof and Organizer Parties, at Organizer's expense. Subject to Organizer's obligations set forth in Section 4 of this Agreement and Owner's approval of the Event, Owner shall provide to Organizer and each authorized Contractor access to the Premises during the Event Term in accordance with this Agreement. Organizer and each authorized Contractor shall be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by Owner and as needed to perform Organizer's obligations under this Agreement. Owner shall also provide to Organizer the Services.
6. **CONTRACTORS.** Organizer shall be responsible to procure any and all Contractors necessary for the Event. Organizer shall supply Owner with a list of all proposed Contractors at least five (5) business days prior to commencement of the Event. The list shall specify the names, addresses and type of each Contractor. Organizer agrees that only Contractors approved by Owner in writing will be permitted to enter the Premises. Organizer acknowledges and agrees that Owner shall not approve of, or permit, any such Contractor to enter the Premises, until Owner has received from each Contractor (i) a certificate of insurance evidencing insurance coverage set forth on Exhibit B attached hereto satisfactory to Owner and ~~(ii) an original of Exhibit C signed by an authorized representative of each Contractor, without any modification.~~ Any exception or modification to the foregoing requirements shall be in Owner's sole and absolute discretion.
7. **INTELLECTUAL PROPERTY RIGHTS.**
- A. Each party owns and shall retain all right, title and interest in and to its trademarks and service marks (collectively "Marks"). Neither party shall, in any way during the Term or thereafter, directly or indirectly do or cause to be done any act or thing contesting or in any way challenging any part of the other party's right, title and interest in such party's Marks. Without the prior written consent of Owner, Organizer shall not, while this Agreement is in effect or thereafter, use or permit the use of Owner's name or the name of any affiliate of Owner, or the name, address or any picture or likeness of, or reference to, the Shopping Center in any advertising, promotional, or other materials.
- B. Owner may make still, digital, video and/or photographic images or recordings of the Shopping Center which may include the Event Elements, Organizer's Marks and/or other materials of Organizer's displayed at the Shopping Center during the Term. Owner shall have the right to use such images or recordings for purposes of promoting the Shopping Center and marketing activities at the Shopping Center.
8. **REPRESENTATIONS AND WARRANTIES.**
- A. Organizer represents and warrants that (i) the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements as provided in this Agreement will not violate the trademark rights, copyrights, the right of privacy or publicity or constitute a libel or slander, or involve plagiarism or violate any other rights of any person or entity; (ii) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Organizer's full performance hereof; and (iii) it has inspected the Premises and acknowledges that such area is safe and suitable for the Event contemplated hereunder.
- B. Owner represents and warrants that it has the full right and legal authority to enter into and fully perform this Agreement in

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accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Owner's full performance hereof.

9. INDEMNIFICATION.

- A. Only to the extent authorized by Missouri law, Organizer shall indemnify, hold harmless, defend and reimburse Owner, including Owner's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and for all claims, losses, damages, liabilities, expenses, encumbrances, attorneys' fees and litigation expenses (collectively "Claims") which arise or are alleged to arise wholly or partly out of: (i) any violation of this Agreement by Organizer or any Contractor; or (ii) any negligence or intentional misconduct or other action or omission of any of the Organizer Parties. Without limiting the generality of the foregoing, such Claims include matters involving: (a) bodily or personal injury, sickness or disease or death of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time; (b) losses of, or damage to, personal, intangible or real property of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time (including reduction in value and loss of use or income); (c) employer-employee relations of the Organizer Parties; (d) infringement of any intellectual property or proprietary rights; or (e) claims for express or implied indemnity or contribution arising by reason of any Claims.
- B. Owner shall indemnify, hold harmless, defend and reimburse Organizer, including Organizer's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, from and for all Claims which arise or are alleged to arise out of: (i) Owner's breach of any of its representations, warranties or obligations under this Agreement; or (ii) Owner's negligence or intentional misconduct or other action or omission of Owner, its affiliates, subcontractors, employees and agents.
- C. This Section 9 shall survive the expiration or earlier termination of this Agreement, and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this Section 9 void, or to eliminate or reduce any other indemnification or right which any indemnitee has by law.

10. **LIMITATION ON LIABILITY.** Organizer hereby agrees to be solely responsible for any loss or damage to the Event Elements and any other equipment or property of Organizer or the Contractors or injury to any of the Organizer Parties resulting from the use of the Premises, except to the extent such loss or damage is caused by the gross negligence of Owner. Owner shall not be liable to any of the Organizer Parties for any loss or damage to any property of any Organizer Parties, including without limitation for any removal of such property by Owner during the Event Term or upon the earlier of the expiration of the Event Term or termination of this Agreement. Except as specifically provided in this Section 10, Organizer waives any claim against Owner for any damage to any property of the Organizer Parties and will obtain a similar waiver from any Contractor. No representation, guarantee, assurance or warranty is made or given by Owner that the security procedures used by Owner, if any, will be effective to prevent (i) injury to Organizer, any Contractor, guests, or any other person who is or may be in the Shopping Center from time to time or (ii) damage to, or loss (by theft or otherwise) of any property of the Organizer Parties or of the property of any other person who is or may be in the Shopping Center from time to time.

ORGANIZER EXPRESSLY UNDERSTANDS AND AGREES THAT OWNER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA, LOSS OF AIR TIME, OR OTHER INTANGIBLE LOSSES (EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE AGGREGATE LIABILITY OF OWNER FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO, BUT NOT TO EXCEED, THE AMOUNT ACTUALLY PAID BY ORGANIZER TO PAYEE UNDER THIS AGREEMENT.

11. **RELOCATION; REMOVAL.** Owner has the right in its sole discretion to relocate the Premises within the Shopping Center for any reason, including but not limited to remodeling or construction, whether temporarily or permanently. In the event of such relocation Owner shall provide Organizer with notice of the relocation and shall make reasonable efforts to relocate the Premises at Owner's expense to a location within the Shopping Center that offers comparable exposure to Organizer, as determined by Owner. If it is not feasible to relocate as determined by Owner, Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term. Such reimbursement shall be the sole and exclusive remedy available to Organizer in the event relocation of the Premises is not feasible.

During the Event Term, Owner has the right in its sole discretion to remove any or all Event Elements for any reason, including without limitation default by Organizer, or no reason. Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term for any removal not caused by Organizer's breach of this Agreement. Such reimbursement shall be the sole and exclusive remedy available to Organizer for such removal of any or all elements of the Event.

12. **TERMINATION; FAILURE TO PERFORM.**

Brookfield Properties

- A. **Termination for Cause.** Unless cured within ten (10) business days of the alleged breach (but in no event later than one (1) business day prior to commencement of the Event) either party may terminate this Agreement upon notice if the other party commits a material breach of this Agreement; or at any time upon written notice if the other party ceases its business operations, becomes insolvent or unable to pay its debts as they mature, makes a general assignment for the benefit of its creditors, is the subject of an appointment of a receiver or trustee for its business at the Shopping Center, or files or has filed against it proceedings under any provision of the United States Bankruptcy Code, as codified at 11 U.S.C. Sections 101, *et seq.* or similar law, as such may be amended from time to time. Any such notice of termination shall identify the Shopping Center to which it applies and specify the alleged breach or cause in reasonable detail. In the event of termination of this Agreement by Owner pursuant to this Subsection 12A, in addition to any other remedies available to Owner at law, in equity or otherwise, Organizer shall pay to Owner the Event Fee.
- B. **Termination without Cause.** Owner may terminate this Agreement immediately upon notice to Organizer at such time as Owner may elect without cause. If Owner terminates this Agreement without cause, Owner shall refund to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term.

13. GENERAL PROVISIONS.

- A. **Entire Agreement.** This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the parties, whether oral or written, with respect thereto.
- B. **Assignment.** This Agreement may not be assigned, in whole or in part, by the Organizer without the prior written consent of Owner. Owner may freely assign this Agreement to any affiliate or to any other assignee, provided that any such assignee (other than an affiliate) agrees in writing to fulfill all obligations of Owner under this Agreement.
- C. **Audit.** This Section shall apply if the Event Fee is based on a percentage of Organizer's sales. At any time during the Term and for one (1) year after the Expiration Date, Owner shall have the right, upon reasonable notice to Organizer to inspect and/or audit the records of Organizer directly related to the calculation of the percentage rent to verify the accuracy of any information provided by Organizer to Owner. Such inspection shall occur at Organizer's headquarters during mutually agreed upon dates and times during regular business hours.
- D. **Notices.** All notices, requests and approvals required under this Agreement must be in writing and addressed to the other party's designated contact for notice as set forth on Exhibit A, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been given either when personally delivered or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery or, in the absence of delivery, on the date of mailing. Every notice shall identify the Shopping Center to which it applies. The provisions of this Section 13C shall survive termination of this Agreement.
- E. **Governing Law; Disputes.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Shopping Center is located without regard to its choice of law or conflicts of laws provisions. The parties hereby waive trial by jury. If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, the prevailing party in the action or proceeding shall be entitled to recover all reasonable costs and attorneys' fees from the unsuccessful party.
- F. **Reformation and Severability.** If any provision or term of this Agreement shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties as expressed herein, and if such a modification is not possible, that provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- G. **Waivers; Modification; Amendment.** No waiver, modification or amendment of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment and the Shopping Center to which it applies. The failure of a party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.
- H. **Independent Contractor.** The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
- I. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement, except

Brookfield Properties

for the obligation to pay, if such delay or failure is caused by a force beyond such party's control.

- J. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement electronically or by facsimile shall also deliver a manually executed counterpart of this Agreement; provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

ORGANIZER:

County of Boone

By: _____

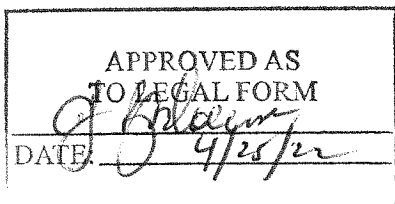
Its _____

[Handwritten Signature]
Presiding Commissioner

OWNER:

COLUMBIA MALL L.L.C., a Delaware limited liability company

By: _____
Authorized Signatory



CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

June Pittblow
Auditor *09/29/22* Date
No Encumbrance

Brookfield Properties

EXHIBIT A

1. SHOPPING CENTER; EVENT TERM.

Owner Entity: COLUMBIA MALL L.L.C.

Property Name: Columbia Mall (MO)
2300 BERNADETTE DRIVE
COLUMBIA, Missouri 65203

Attn: Stephanie Smith
p: +1 (573) 5148665
e: stephanie.smith@bpretail.com

Date / Time Location(s) /Event Elements

06/01/2022 - 09/30/2022 Columbia Mall (MO) (2267) - Creativity 8 / Creativity

06/01/2022 - 09/30/2022 Columbia Mall (MO) (2267) - 604 / Event - Vacant In-Line Space

2. EXPIRATION DATE. 9/30/2022

3. EVENT.

Boone County Office of Emergency Management will set up an information display in an empty storefront window from June 1st - September 30th, 2022 to promote the Boone County Ready program, which enhances community preparedness, fosters collaboration and builds resilience by engaging citizens in actively preparing for emergencies and disasters.

4. EVENT FEE; PAYMENT SCHEDULE.

Total Fees: \$0.00

	<u>Invoice Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Sales Tax</u>	<u>Total Amount</u>
Pymt 1:	6/1/2022	6/1/2022	\$0.00	\$0.00	\$0.00

Revenue Account Code: 42505 Events, Sampling & Tours
42575 Creativity

5. PAYEE(S); ADDRESS(ES) OF PAYEE(S).

COLUMBIA MALL L.L.C.
COLUMBIA MALL
PO BOX 775769
CHICAGO, Illinois 60677-5769

6. DELIVERY DATE. 6/1/2022

7. EVENT ELEMENTS.

All Display Elements

8. SERVICES.

Obligations of Owner:

- Provide an empty storefront window for the display
- Display location can change depending on leasing

Owner will be responsible for providing the following services and/or benefits to Organizer:

Owner Production/Construction of Materials Responsibilities:

N/A

Owner Installation of Materials Responsibilities:

N/A

Owner Maintenance of Materials Responsibilities:

N/A

Owner Removal of Materials Responsibilities:

N/A

Brookfield

Properties

Owner Return of Materials Responsibilities:
N/A

Number of Electrical Outlets Required:	0	Descriptions of Electrical Outlets Required: N/A
Number of Tables Required:	0	Description of Tables Required: N/A
Number of Chairs Required:	0	Description of Chairs Required: N/A
Number of Security Guards Required:	0	Description of Security Guards Required: N/A
Number of Platforms/Stages Required:	0	Description of Platforms/Stages Required: N/A
Table Skirting Required:	n/a	

Obligations of Organizer:

- Provide a certificate of insurance meeting the Columbia Mall requirements
- Provide all signage and display elements

Organizer will be responsible for providing the following services and/or benefits to Owner:

Organizer Production/Construction of Materials Responsibilities:

All Display Elements

Organizer Installation of Materials Responsibilities:

All Display Elements

Organizer Maintenance of Materials Responsibilities:

All Display Elements

Organizer Removal of Materials Responsibilities:

All Display Elements

Organizer Return of Materials Responsibilities:

N/A

9. NOTICE ADDRESSES.

(a) Owner:
c/o Brookfield Properties Retail Inc.
350 N. Orleans St. Suite 300
Chicago, IL 60654-1607
Attn: VP, Strategic Partnership

With copy to:
Brookfield Properties Retail Inc.
350 N. Orleans St. Suite 300
Chicago, IL 60654-1607
Attn: Legal Department - Corporate Contracts and
Securities

(b) Organizer:
County of Boone
801 E Walnut
Columbia, Missouri 65201
FEIN: 436000349
Phone: 573-554-7900

Brookfield Properties

EXHIBIT B INSURANCE REQUIREMENTS

REQUIRED INSURANCE.

Organizer and Contractor shall furnish and maintain in effect during the Term of the Agreement the insurance coverage described below:

General Liability	\$1,000,000 Occurrence/\$1,000,000 Aggregate except the Events set forth below which shall be as follows																																		
	<table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Type of event</th> <th style="text-align: left;">Standard GL Occurrence / Aggregate Requirement</th> </tr> </thead> <tbody> <tr><td>Dances</td><td>\$1,000,000 / \$3,000,000</td></tr> <tr><td>Petting Zoos</td><td>\$1,000,000 / \$3,000,000</td></tr> <tr><td>Vehicle Display Events</td><td>\$1,000,000 / \$3,000,000</td></tr> <tr><td>Vehicle Driven Events</td><td>\$2,000,000 / \$5,000,000</td></tr> <tr><td>Food Truck Events</td><td>\$2,000,000 / \$5,000,000</td></tr> <tr><td>Specialty Markets</td><td>\$2,000,000 / \$5,000,000</td></tr> <tr><td>Walks/Races</td><td>\$2,000,000 / \$5,000,000</td></tr> <tr><td>Carnivals</td><td>\$5,000,000 / \$5,000,000</td></tr> <tr><td>Circuses</td><td>\$5,000,000 / \$5,000,000</td></tr> <tr><td>Concerts (> 1500 attendees)</td><td>\$5,000,000 / \$5,000,000</td></tr> <tr><td>Dunk Tank</td><td>\$5,000,000 / \$5,000,000</td></tr> <tr><td>Rock Climbing</td><td>\$5,000,000 / \$5,000,000</td></tr> <tr><td>E-cycling</td><td>\$2,000,000 / \$2,000,000</td></tr> <tr><td>Medical Testing/Consultation</td><td>\$1,000,000 / \$2,000,000</td></tr> <tr><td>Health Screenings</td><td>\$1,000,000 / \$2,000,000</td></tr> <tr><td>Shots**(i.e. flu, etc.)</td><td>\$1,000,000 / \$3,000,000</td></tr> </tbody> </table>	Type of event	Standard GL Occurrence / Aggregate Requirement	Dances	\$1,000,000 / \$3,000,000	Petting Zoos	\$1,000,000 / \$3,000,000	Vehicle Display Events	\$1,000,000 / \$3,000,000	Vehicle Driven Events	\$2,000,000 / \$5,000,000	Food Truck Events	\$2,000,000 / \$5,000,000	Specialty Markets	\$2,000,000 / \$5,000,000	Walks/Races	\$2,000,000 / \$5,000,000	Carnivals	\$5,000,000 / \$5,000,000	Circuses	\$5,000,000 / \$5,000,000	Concerts (> 1500 attendees)	\$5,000,000 / \$5,000,000	Dunk Tank	\$5,000,000 / \$5,000,000	Rock Climbing	\$5,000,000 / \$5,000,000	E-cycling	\$2,000,000 / \$2,000,000	Medical Testing/Consultation	\$1,000,000 / \$2,000,000	Health Screenings	\$1,000,000 / \$2,000,000	Shots**(i.e. flu, etc.)	\$1,000,000 / \$3,000,000
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	Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.																																		
Professional Liability (Medical Malpractice)	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Medical Testing/Consultation</td> <td style="width: 40%;">\$1,000,000 / \$3,000,000</td> </tr> <tr> <td>Health Screenings</td> <td>\$1,000,000 / \$3,000,000</td> </tr> <tr> <td>Shots**(i.e. flu, etc.)</td> <td>\$1,000,000 / \$3,000,000</td> </tr> </table> ** Organizer shall ensure that all shots are administered by a registered health professional (e.g. LPN, RN, Physician's Assistant, etc.).	Medical Testing/Consultation	\$1,000,000 / \$3,000,000	Health Screenings	\$1,000,000 / \$3,000,000	Shots**(i.e. flu, etc.)	\$1,000,000 / \$3,000,000																												
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Automobile Liability	\$1,000,000 Combined Single Limit																																		
Workers' Compensation Employers' Liability	Statutory																																		
	OR \$500,000 Each Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee																																		
(for Monopolistic States) Workers' Compensation Stop Gap Employers' Liability	Evidence of Monopolistic State Coverage \$500,000 Occurrence/Aggregate																																		
Liquor Liability, or a combination of Liquor Liability and Follow Form Umbrella Liability or Follow Form Excess Liability: (if alcohol is served)	Not Less Than \$5,000,000 Per Occurrence This insurance shall include, but not be limited to, coverage for liability arising from premises, operations, independent contractors, and liability assumed under an insured contract. Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.																																		

Brookfield

Properties

POLICY REQUIREMENTS.

The insurance required of Organizer and Contractor shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Event(s) is located, and maintaining an AM Best rating of at least A- VII.

The General Liability Insurance, Automobile Liability Insurance, Liquor Liability insurance, and the Follow Form Umbrella Liability Insurance or Follow Form Excess Liability Insurance shall name, as "Additional Insureds", Brookfield Properties Retail Holding LLC, Brookfield Properties Retail Inc. and Shopping Center Owner Entity (exactly as identified on Exhibit A). All Insurance policies required by this Agreement shall contain waivers of any and all rights of subrogation against the Additional Insureds, and the Liability Insurance policies required by this agreement shall contain either a cross-liability endorsement or separation of insureds provision, which provision shall permit the limits of liability under Organizer's policies to apply separately to each Additional Insured.

All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds with respect to the negligence of Organizer, its employees, agents, contractors and/or subcontractors.

Organizer and Contractor, for both themselves and on behalf of the "Additional Insureds", shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible or self-insured retention, including any loss not covered because of the operation of such deductible or self-insured retention.

Before any Event, the Shopping Center shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force. All insurance policies required in the Agreement shall not be allowed to be cancelled, allowed to lapse or substantially modified without thirty (30) days' prior written notice to Owner, except for non-payment of premium for which ten (10) days notice shall be provided.

Compliance with the insurance requirements of this Agreement shall not be relieved by Owner's, or any Shopping Center's, receipt or review of any insurance certificates.

311 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Ter 2020

In the County Commission of said county, on the 10th day of May 20 22


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 Conference Rooms by CHAFEE through Preferred Family Healthcare on May 27, 2022 from 5:30pm until 8:00pm.

The Commission's approval of the use of the interior of the Government Center 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.

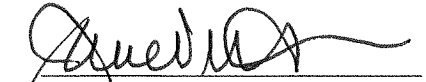
Done this 10th day of May 2022.

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

Daniel K. Atwill, Presiding Commissioner
Justin Aldred, District I Commissioner
Janet M. Thompson, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

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: CHAFEE through Preferred Family Healthcare

Address: 210 Hoover St.

City: Jefferson City State: MO ZIP Code: 65109

Phone: 660-216-5765 Website: pfh.org

Individual Requesting Use: Lindsey Fincher Position in Organization: NE MO Chafee Lead

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

Event: Chafee Local Youth Advisory Board / Skills Class

Description of Use (ex. Speaker, meeting, reception): Foster youth will be meeting to learn about leadership and job interviews.

Date(s) of Use: 5/26/22 27th

Start Time of Setup: 5:30pm AM/PM Start Time of Event: 6:00pm AM/PM

End Time of Event: 7:30pm AM/PM End Time of Cleanup: 8:00pm 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: Chafee NE MO Chafee Lead Lindsey Fincher

Phone Number: 660-216-5765 Date of Application: 5/3/22

Email Address: lindsey.fincher@pfh.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@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

County Clerk

BOONE COUNTY, MISSOURI

County Commissioner

DATE: 5.10.2022