

477-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 24th day of October 20 23

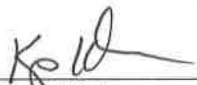
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the request to hire above the flexible hiring maximum for position number 724, Administrative Technician I, and does hereby authorize an appropriation of \$18.00 per hour for the salary of said position.

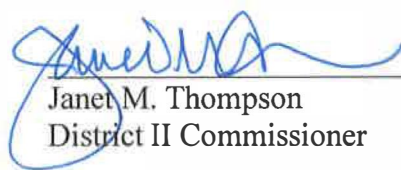
Done this 24th day of October 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

478-2023

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STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 24th day of October 20 23

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 Extension Agreement No. 1 for the \$31,496.25 Irrevocable Letter of Credit between Boone County and D & D Investments LLC for Willow Creek Plat 1.

Terms of the agreement are stipulated in the attached Extension Agreement No. 1. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.


Done this 24th day of October 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

EXTENSION AGREEMENT NO. 1

\$31,496.25 IRREVOCABLE LETTER OF CREDIT – WILLOW CREEK PLAT 1

THIS AGREEMENT, effective **November 1, 2023**, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and **D & D Investments of Columbia LLC**, herein “Developer.”

WHEREAS, Developer is constructing a **residential subdivision, Willow Creek Plat 1**, herein “Project”; and

WHEREAS, **First State Community Bank**, herein “Bank”, has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **June 16, 2022**, in the amount of **\$31,496.25**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **November 1, 2023**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **November 1, 2024**.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. Commission Order **#281-2022** and the Permanent Stormwater Management BMP Security Agreement dated **June 7, 2022**, approving infrastructure security in the form of a letter of credit in the amount of **\$31,496.25**, with an expiration date of **November 1, 2023**, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the **November 1, 2023** Letter of Credit such that the new expiration date will be **November 1, 2024**.
3. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **June 7, 2022**, and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

BANK:

First State Community Bank

By: 

Printed Name: John Findley

Title: Senior Vice President

DEVELOPER/OWNER:

D & D Investments of Columbia LLC

By: 

Printed Name: Daniel M Burks

Title: Member

BOONE COUNTY:

County Commission:

By: 
Kip Kendrick, Presiding Commissioner

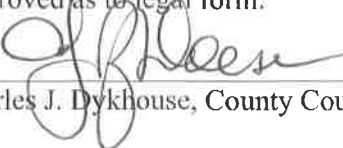
Attest:

Brianna L. Lennon, County Clerk

County Treasurer:

Jenna Redel, County Treasurer

Approved By:
Bill Florea by Jm
Bill Florea, Director Boone County Resource Management

Approved as to legal form:

Charles J. Dykhouse, County Counselor

479-2023

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STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 24th day of October 20 23


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 Extension Agreement No. 1 for the \$33,300.00 Irrevocable Letter of Credit between Boone County and D & D Investments LLC for Willow Creek Plat 2.

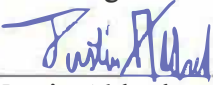
Terms of the agreement are stipulated in the attached Extension Agreement No. 1. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.


Done this 24th day of October 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

EXTENSION AGREEMENT NO. 1

\$33,300.00 IRREVOCABLE LETTER OF CREDIT – WILLOW CREEK PLAT 2

THIS AGREEMENT, effective **November 1, 2023**, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and **D & D Investments of Columbia LLC**, herein “Developer.”

WHEREAS, Developer is constructing a **residential subdivision, Willow Creek Plat 2**, herein “Project”; and

WHEREAS, **First State Community Bank**, herein “Bank”, has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **August 9, 2022**, in the amount of **\$33,300.00**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **November 1, 2023**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **November 1, 2024**.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. Commission Order #428-2022 and the Permanent Stormwater Management BMP Security Agreement dated **July 19, 2022**, approving infrastructure security in the form of a letter of credit in the amount of **\$33,300.00**, with an expiration date of **November 1, 2023**, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the **November 1, 2023** Letter of Credit such that the new expiration date will be **November 1, 2024**.
3. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **July 19, 2022**, and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

BANK:

First State Community Bank

By: 

Printed Name: John Findley

Title: Senior Vice President

DEVELOPER/OWNER:

D & D Investments of Columbia LLC

By: 

Printed Name: David M. Florka

Title: Developer

BOONE COUNTY:

County Commission:

By: 

Kip Kendrick, Presiding Commissioner

Attest:



Brianna L. Lennon, County Clerk

County Treasurer:

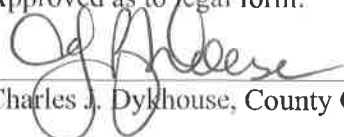


Jenna Redel, County Treasurer

Approved By:

Bill Florea by dm
Bill Florea, Director Boone County Resource Management

Approved as to legal form:


Charles J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 24th day of October 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the Sole Source Contract C000685 with GatesAir, Inc. for the purchase of Multiplex Equipment for Boone County Joint Communications.

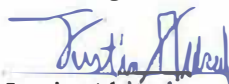
The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 24th day of October 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Gerskin
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Amy Gerskin
DATE: October 11, 2023
RE: Contract: C000685 from Sole Source 174-123123SS for GatesAir Multiplex Equipment for Boone County Joint Communications Radio System from GatesAir, Inc.

Attached for approval is award of contract C000685 from County Sole Source #174-123123SS. The Sole Source Request Form 174-123123SS is also included and requires Commission approval and signature.

This is a Sole Source purchase for GatesAir Multiplex Equipment for Boone County Joint Communications from GatesAir, Inc. of Mason, OH.

The single feasible source has been advertised in both the Missouriian and the Columbia Tribune. No other vendors have come forth to indicate that they are able to provide the subscription.

The contract period will run from Date of Award through December 31, 2023.

The cost of this purchase is \$86,317.93 and will be paid from department 2706 – BOCO Joint Communications Radio Improvements, account 91300 – Replacement Machinery and Equipment.

cc: Major Gary German, Pat Schreiner, Boone County Joint Communications Contract File

**PURCHASE AGREEMENT
FOR GATESAIR MULTIPLEX EQUIPMENT**

THIS AGREEMENT dated the 24th day of October 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **GatesAir, Inc.** herein "Vendor."

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

1. **Contract Documents** - This agreement, County contract C000685, shall consist of this Purchase Agreement for the purchase and delivery of Gatesair Multiplex Radio Equipment, in compliance with the County's Standard Terms and Conditions, as well as the Vendor's quote, dated 10/05/2023 by Tony Gervasi. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification, and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of a conflict between any of the foregoing documents, this Purchase Agreement shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Gatesair Multiplex Radio Equipment** which shall be provided in conformity with the contract documents for the prices set forth in the Vendor's quote, as needed and as ordered by the County as follows:

Description	Quantity	Each	Discount %	Extended
101T End				
1. IX-ACS-163TD-ACC	3	\$7,128.00	18%	\$17,534.88
2. IX-PSY60AC	3	\$1,140.48	18%	\$2,805.57
3. IX-SNC-101T	3	\$5,605.20	18%	\$13,788.78
4. IX-VF-25	12	\$725.76	18%	\$7,141.44
5. IX-MA-305C	4	\$414.72	18%	\$1,360.28
Total				\$42,630.95
101S End				
6. IX-ACS-163-ACC	3	\$5,929.00	18%	\$14,585.34
7. IX-PSY60AC	6	\$1,140.48	18%	\$5,611.14
8. IX-SNC-101S	3	\$5,605.20	18%	\$13,788.78
9. IX-VF-25	12	\$725.76	18%	\$7,141.44
10. IX-MA-305C	4	\$414.72	18%	\$1,360.28
Total				\$42,486.98
Shipping from Factory TBD			Estimated	\$1200.00
Grand Total				\$86,317.93

3. **Warranty** – The manufacturer's standard warranty applies to all items.
4. **Delivery** - Delivery after receipt of the order and Notice to Proceed shall be made within 45-60 calendar days. Delivery address: Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202. Telephone Contact for delivery is (573) 554-1000.
5. **Billing and Payment** - All billing/invoices shall be sent to Boone County Joint Communications, Attn: Patricia Schreiner, 2145 E. County Drive, Columbia, Missouri 65202. Billings may *only* include the prices as listed and/or calculated in the Vendor's quote. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's quote response

to the specifications. The Vendor shall send just **one invoice** to the County at the completion of service/delivery of goods.

Payment Terms: Net 30 days after receipt of invoice following delivery and acceptance of equipment.

In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event, that the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- 6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
 - b. The County may terminate this agreement if, in the opinion of the Boone County Commission, delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
 - c. Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days written notice to the contractor, or
 - d. If appropriations are not made available and budgeted for any calendar year.

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

GATESAIR, INC.

DocuSigned by:
 by Antony A. Gerasi Jr.
 2BF24FBED831491...
 title Sales Manager Intraplex

BOONE COUNTY, MISSOURI

by: Boone County Commission
 DocuSigned by:
Kip Kendrick
 57400BED96434D4...
 Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
CJ Dykhous
 7D71DEAE89D74DD...
 CJ Dykhous, County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon
 D267E242BF8948C...
 Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by:
Kyle Prisman by Au
 8E8FE1148A274E1...

10/16/2023

2706/91300 / \$86,317.93

Signature

Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

Revised: 08/02/23



Quote Number: Q-103003
www.gatesair.com

To:

Boone County (MO) Joint Commun
2145 E. County Drive
Columbia, MO 65202 USA

Attn: Dave Dunford

ddunford@kc.rr.com

From:

GatesAir, Inc.
5300 Kings Island Drive, Suite 101
Mason, OH 45040 USA

Tony Gervasi
Intraplex Sales Manager - Specialist
tony.gervasi@gatesair.com
561-510-0560

Summary – All Prices are in USD

Summary	Amount
101T End	\$51,989.04
101S end	\$51,813.48
<hr/>	
Total Equipment/Services	\$103,802.52
Discounts	(\$18,684.59)
Estimated Shipping from Factory	\$900.00
Total Quote Price (Optional Items Not Included)	\$86,017.93

Any freight amount shown is estimated and actual amounts will be billed to customer

Is the purchase of this equipment or services exempt from sales tax? YES or NO
If NO - sales tax will be added to your invoices at the rate assigned to the ship to address.

If YES - Sales Tax Exemption Number _____ COPY OF CERTIFICATE MUST BE ATTACHED

Who can we contact regarding sales tax questions on behalf of your company?

Name: _____

Phone Number: _____



Quote Number: Q-103003

www.gatesair.com**Bill To:**

Boone County (MO) Joint Commun
2145 E. County Drive
Columbia MO, 65202 USA

Attn:

Dave Dunford
ddunford@kc.rr.com

Ship To:

Boone County (MO) Joint Commun
2145 E. County Drive
Columbia MO, 65202 USA

Attn:

Dave Dunford
ddunford@kc.rr.com

Quote #: Q-103003**Payment Terms:** Net 30 with Credit Approval**Effective Date:** October 5, 2023**Valid Through:** November 5, 2023

Send Orders to

orders@gatesair.com**Freight Terms:** Cost and Freight**Estimated Shipment from Factory:** 45-60 days ARO

101T End					
No.	Model Number	Qty	List Price	Disc %	Ext. Price
1	IX-ACS-163TD-ACC	3	\$7,128.00	18.00	\$17,534.88
INTRAPLEX ACS T1 TIME DELAY MU					
2	IX-PSY60AC	3	\$1,140.48	18.00	\$2,805.57
Spare or redundant 60W universal AC power supply operates hot, load-sharing and takes over in event of failure of main power supply.					
3	IX-SNC-101T	3	\$5,605.20	18.00	\$13,788.78
SynchroCast3 module for transmitter site. Compares the local GPS received signal to the reference timing information from the studio or head end. Uses an MA-480 module adapter.					
4	IX-VF-25	12	\$725.76	18.00	\$7,141.44
Four-channel four-wire E&M voice module for T1 systems. Uses MA-305, MA-305B, MA-306, MA-308, MA-308B or MA-309 module adapters.					
5	IX-MA-305C	4	\$414.72	18.00	\$1,360.28
Module adapter with four-channel voice / E&M interface, telco signaling levels, 50-pin Telco connector. Suitable for extended temperature applications. Use with VF-25, VF-25E, VF-27, VF-27E.					
101T End TOTAL:					\$42,630.95

101S end					
No.	Model Number	Qty	List Price	Disc %	Ext. Price
6	IX-ACS-163-ACC	3	\$5,929.00	18.00	\$14,585.34
Intraplex® T1 Access Server terminal multiplexer with 60W universal AC power supply. Includes the CM-5RB T1 common module with the MA-215 module adapter, and integral CSU with RJ-48C T1 interface connector, 3 rack units.					
7	IX-PSY60AC	6	\$1,140.48	18.00	\$5,611.14
Spare or redundant 60W universal AC power supply operates hot, load-sharing and takes over in event of failure of main power supply.					
8	IX-SNC-101S	3	\$5,605.20	18.00	\$13,788.78



Quote Number: Q-103003

www.gatesair.com

No.	Model Number	Qty	List Price	Disc %	Ext. Price
SynchroCast3 module for studio or head end. Provides the timing reference which is encoded and transported with the audio signal. Uses an MA-480 module adapter.					
9	IX-VF-25	12	\$725.76	18.00	\$7,141.44
Four-channel four-wire E&M voice module for T1 systems. Uses MA-305, MA-305B, MA-306, MA-308, MA-308B or MA-309 module adapters.					
10	IX-MA-305C	4	\$414.72	18.00	\$1,360.28
Module adapter with four-channel voice / E&M interface, telco signaling levels, 50-pin Telco connector. Suitable for extended temperature applications. Use with VF-25, VF-25E, VF-27, VF-27E.					
101S end TOTAL:					\$42,486.98

TOTAL:	\$85,117.93
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Quote Number: Q-103003
www.gatesair.com

This Quote, and any Order resulting from this Quote, is subject to the Standard Terms and Conditions of Sale for GATESAIR which can be located at <http://www.gatesair.com/company/legal-compliance/terms-conditions>, which are incorporated herein by reference. The Standard Terms and Conditions for GATESAIR shall apply to the exclusion of any other terms and conditions except where expressly agreed in writing and signed by GATESAIR. For a hard copy of the terms and conditions, please call U.S. (513) 459-3502 or fax your request to (513) 459-3796, Attn.: Legal Dept., or email your request to GAContracts@gatesair.com.

As a part of its marketing efforts, GatesAir may publish general information about this order including customer name, solutions acquired, application for which the solutions are intended, and deal value. GatesAir will not publicize specific prices or other specific Confidential Information.

I do not authorize GatesAir to publicize this order.

Total Equipment/Services	\$103,802.52
Discounts	(\$18,684.59)
Estimated Shipping from Factory	\$900.00
Total Quote Price (Optional Items Not Included)	\$86,017.93

Any freight amount shown is estimated and actual amounts will be billed to customer

GatesAir Approval: 
Tony Gervasi , Intraplex Sales Manager - Specialist

Customer Approval: _____

Title: _____

Date: _____

Purchase Order #: _____

Return signed quote to orders@gatesair.com or tony.gervasi@gatesair.com

481 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 24th day of October 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve a Contract Amendment with Voluntary Action Center for a supplemental increase not to exceed \$21,500.00.

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

Done this 24th day of October 2023.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

Contract Amendment Notification

FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 13, 2023
RE: Amendment #1 to contract C000564 (bid #28-29JUN22) – VAC Basic Needs Program with Voluntary Action Center

Attached for signature is contract amendment #1 to contract C000564 (bid #28-29JUN22) – VAC Basic Needs Program with Voluntary Action Center. This amendment adds a supplemental increase of 625 units of Basic Needs at \$20.00 per 1 instance (\$12,500) and 900 units of Information and Referral at \$10.00 per 1 instance (\$9,000) for a total not to exceed amount of \$21,500.

Invoices will be paid from department 2162 – CSF Program Funding, account 71106 - Contracted Services. \$1,308,352.55 is the current fund balance.

cc: Contract File

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number One
VAC Basic Needs Program

THIS AGREEMENT dated the 24th day of October, 2023, Boone County Contract # C000564 (bid # 28-29JUN22) for the Children' Services Fund dated January 3, 2023, made by and between Boone County, Missouri and Voluntary Action Center, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1) ADD a supplemental funding increase for the following:

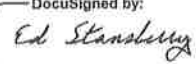
625 Units of Provision of Basic Needs at \$20.00 per 1 instance for a total not to exceed amount of \$12,500.00

900 Units of Information and Referral at \$10.00 per 1 instance for a total not to exceed amount of \$9,000.00

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

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

Voluntary Action Center


DocuSigned by:

By: _____
575372A0CC3C405...
Signature

Ed Stansberry
By: _____
Printed Name/Title

Boone County, Missouri

By: Boone County Commission
DocuSigned by:

By: _____
57400BED96434D4...
Kip Kendrick, Presiding Commissioner

By: Boone County Children's Services Board
DocuSigned by:

By: _____
450A59A8325D4B3...
Leigh Spence, Board Chair

APPROVED AS TO FORM:

DocuSigned by:

By: _____
7D71DEAEB9D74DD...
CJ Dykhouse, County Counselor

ATTEST:

DocuSigned by:

By: _____
D267E242BF8948C...
Brianna Lennon, County Clerk

AUDITOR CERTIFICATION:

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

DocuSigned by:
Kyle Riggs
by JF
8C24BD84EE7A483...

10/17/2023

2162 / 71106 / \$21,500.00

Signature

Date

Appropriation Account

An Affirmative Action/Equal Opportunity Employer

Supplemental Funding Request - V4.1

Voluntary Action Center

Quick View Information

Quick View Information

Organization Name

Voluntary Action Center

Program Name

VAC Basic Needs Program

Funder

Boone County

Funding Type

Children's Services Fund - POS 2022

Funding Cycle

RFP #28-29JUN22

Record Lock

1

Supplemental Funding Information and Instructions

The objective of the Supplemental Funds is to assist organizations that have exceeded their funding allocations due to high levels of demand for services. The organization must demonstrate that the service(s) are already funded by the Children's Service Fund and there is a need for the supplemental funds.

To be considered for Supplemental Funds, an organization must:

Notify the Community Services Department prior to completing this section.

Complete all of the sections for each service for which you are seeking supplemental funding.

Each narrative response should be clear and succinct.

Notify the Community Services Department when this request is complete.

Date Completed

Date Completed

09/27/2023

Total of Supplemental Request

Total Amount of Supplemental Funds Requested (automatically calculated)

21500

Supplemental Service Request #1 - Contracted Service Information

Service Name (#1)

Provision of Basic Needs

1 instance
Contracted Unit Measure (#1)

Contracted Unit Rate (#1)

\$20.00

Contracted Units (#1)

5325

Contracted funding amount for Service #1

\$106,500.00

Supplemental Service Request #1 - Supplemental Amount Requested

Additional Units Requested (#1)

625

Additional funds requested for Service #1

12500

Supplemental Service Request #1 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #1. (500 character limit)

VAC is experiencing record-high numbers this year. From January - August 2023, compared to 2022, VAC documented a 24% increase in unduplicated individuals served, an 18% increase in addresses assisted, a nearly 11% rise in items provided, and a 17% increase in service provisions. As a result, VAC is naturally depleting resources at a faster pace to keep up with the demand. In an effort to stay within budget, many items have monthly availability limits and program participants have been capped.

b. Do you currently have a waiting list for Service #1?

Yes

If Yes - please describe your waiting list and provide a timeline to work through this list. (#1) (750 character limit)

The monthly allotment of many in-kind items is typically exhausted by the middle to the end of each month. At this point, clients are informed that the items will be replenished at the beginning of the next month. Although there is no physical waiting list, clients are aware that the items will become available on the first business day of the following month.

c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #1. (500 character limit)

To fund October - December 2023, VAC has been actively seeking local, state, and national support through the form of grants and donations. VAC hired a Chief Development Officer in July to maximize VAC's fundraising efforts. Our agency's goal is to continue responding to our community's immediate basic needs at the volume in which they are requested.

d. When do you anticipate running out of funds for Service #1? (500 character limit)

VAC anticipates funding from Boone County Children's Services Fund being depleted the first week of October.

Supplemental Service Request #2 - Contracted Service Information

Service Name (#2)

Information and Referral

Contracted Unit Measure (#2)

1 instance

Contracted Unit Rate (#2)

\$10.00

Contracted Units (#2)

2000

Contracted funding amount for Service #2

\$20,000.00

Supplemental Service Request #2 - Supplemental Amount Requested

Additional Units Requested (#2)

Additional funds requested for Service #2

900

9000

Supplemental Service Request #2 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #2. (500 character limit)

VAC provides Information and Referral services throughout the year, and it is a service that nearly every client receives when calling or visiting our agency. Due to the higher demand for our services in 2023, we are now serving more clients than ever before, and Information and Referral services are crucial to ensure that individuals and families are well-informed about VAC services and linked to essential community resources.

b. Do you currently have a waiting list for Service #2?

No - (if no, move on to c)

If Yes - please describe your waiting list and provide a timeline to work through this list. (#2) (750 character limit)

n/a

c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #2. (500 character limit)

To fund October - December 2023, VAC has actively been seeking local, state, and national support through the form of grants and donations. VAC hired a Chief Development Officer in July to maximize VAC's fundraising efforts. Our agency's goal is to continue responding to our community's immediate basic needs at the volume in which they are requested.

d. When do you anticipate running out of funds for Service #2? (500 character limit)

The budget allocated for Information and Referral services has already been exhausted. Despite the challenging circumstances, VAC remains committed to providing these services to the individuals and families in Boone County experiencing financial hardship.

Supplemental Service Request #3 - Contracted Service Information

Service Name (#3)

Contracted Unit Measure (#3)

Contracted Unit Rate (#3)

\$0.00

Contracted Units (#3)

0

Contracted funding amount for Service #3

\$0.00

Supplemental Service Request #3 - Supplemental Amount Requested

Additional Units Requested (#3)

0

Additional funds requested for Service #3

0

Supplemental Service Request #3 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #3. (500 character limit)

b. Do you currently have a waiting list for Service #3?

If Yes - please describe your waiting list and provide a timeline to work through this list. (#3) (750 character limit)

c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #3. (500 character limit)

d. When do you anticipate running out of funds for Service #3? (500 character limit)

Supplemental Service Request #4 - Contracted Service Information

Service Name (#4)

Contracted Unit Measure (#4)

Contracted Unit Rate (#4)

\$0.00

Contracted Units (#4)

0

Contracted funding amount for Service #4

\$0.00

Supplemental Service Request #4 - Supplemental Amount Requested

Additional Units Requested (#4)

0

Additional funds requested for Service #4

0

Supplemental Service Request #4 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #4. (500 character limit)

b. Do you currently have a waiting list for Service #4?

If Yes - please describe your waiting list and provide a timeline to work through this list. (#4) (750 character limit)

c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #4. (500 character limit)

d. When do you anticipate running out of funds for Service #4? (500 character limit)

Supplemental Service Request #5 - Contracted Service Information

Service Name (#5)

Contracted Unit Measure (#5)

Contracted Unit Rate (#5)

\$0.00

Contracted Units (#5)

0

Contracted funding amount for Service #5

\$0.00

Supplemental Service Request #5 - Supplemental Amount Requested

Additional Units Requested (#5)

0

Additional funds requested for Service #5

0

Supplemental Service Request #5 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #5. (500 character limit)

b. Do you currently have a waiting list for Service #5?

If Yes - please describe your waiting list and provide a timeline to work through this list. (#5) (750 character limit)

c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #5. (500 character limit)

d. When do you anticipate running out of funds for Service #5? (500 character limit)

Supplemental Service Request #6 - Contracted Service Information

Service Name (#6)

Contracted Unit Measure (#6)

Contracted Unit Rate (#6)

\$0.00

Contracted Units (#6)

0

Contracted funding amount for Service #6

\$0.00

Supplemental Service Request #6 - Supplemental Amount Requested

Additional Units Requested (#6)

0

Additional funds requested for Service #6

0

Supplemental Service Request #6 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #6. (500 character limit)

b. Do you currently have a waiting list for Service #6?

If Yes - please describe your waiting list and provide a timeline to work through the list. (#6) (750 character limit)

c. Describe what attempts, if any, your organizations has made in the past six months to secure additional funding for Service #6. (500 character limit)

d. When do you anticipate running out of funds for Service #6? (500 character limit)

Supplemental Service Request #7 - Contracted Service Information

Service Name (#7)

Contracted Unit Measure (#7)

Contracted Unit Rate (#7)

\$0.00

Contracted Units (#7)

0

Contracted funding amount for Service #7

\$0.00

Supplemental Service Request #7 - Supplemental Amount Requested

Additional Units Requested (#7)

0

Additional funds requested for Service #7

0

Supplemental Service Request #7 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #7. (500 character limit)

b. Do you currently have a waiting list for Service #7?

If Yes - please describe your waiting list and provide a timeline to work through the list. (#7) (750 character limit)

c. Describe what attempts, if any, your organizations has made in the past six months to secure additional funding for Service #7. (500 character limit)

d. When do you anticipate running out of funds for Service #7? (500 character limit)

Supplemental Service Request #8 - Contracted Service Information

Service Name (#8)

Contracted Unit Measure (#8)

Contracted Unit Rate (#8)

\$0.00

Contracted Units (#8)

0

Contracted funding amount for Service #8

\$0.00

Supplemental Service Request #8 - Supplemental Amount Requested

Additional Units Requested (#8)

0

Additional funds requested for Service #8

0

Supplemental Service Request #8 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #8. (500 character limit)

b. Do you currently have a waiting list for Service #8?

If Yes - please describe your waiting list and provide a timeline to work through the list. (#8) (750 character limit)

c. Describe what attempts, if any, your organizations has made in the past six months to secure additional funding for Service #8. (500 character limit)

d. When do you anticipate running out of funds for Service #8? (500 character limit)

System Fields

Linking to Supplemental Funding Request - V4.1

482-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 24th day of October 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve an Agreement with Central Missouri Community Action for Consulting Services for the Assessment of the Programs Provided to Promote Well-Being of Children in Boone County, Missouri. The cost of Contract is \$75,831.52.


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

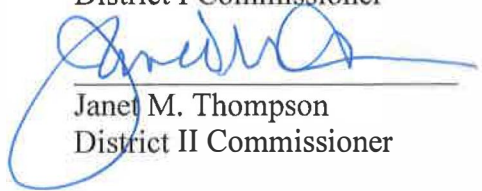
Done this 24th day of October 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
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 St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 17, 2023
RE: RFP Award Recommendation: *26-11JUL23 – Consulting Services for the Assessment of Success of the Programs to Promote Well-Being of Children in Boone County* with Central Missouri Community Action

Request for Proposal *26-11JUL23 – Consulting Services for the Assessment of Success of the Programs to Promote Well-Being of Children in Boone County* closed on July 11, 2023. Two proposal responses were received.

The evaluation committee consisted of Leigh Spence, Michele Kennett, Lynn Barnett, Greg Grupe, Robert Aulgur, Sebastian Martinez Valdivia, and Rodney Dixon. The evaluation committee's evaluation report with score sheet is attached. Recommendation for award is to Central Missouri Community Action, partnering with Partner for Better.

Invoices will be paid from department 2162 –CSF Program Funding, account 71106 – Contracted Services. The total amount funded from this award is \$75,831.52. \$1,211,679.20 is the current fund balance.

cc: Proposal File

ATT Evaluation Committee Reports and Score Sheets



**AGREEMENT FOR CONSULTING SERVICES FOR THE ASSESSMENT OF
THE PROGRAMS PROVIDED TO PROMOTE WELL-BEING OF CHILDREN
IN BOONE COUNTY, MISSOURI
Central Missouri Community Action**

THIS AGREEMENT, Boone County Contract #C000690, dated the 24th day of October, 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board, herein "**BCCSB**" and **Central Missouri Community Action** a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **CMCA**.

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

WHEREAS, CMCA has submitted a complete Request for Proposal Application to the BCCSB detailing the services and other supports to be provided along with the expected cost to CMCA thereof; and

WHEREAS, the BCCSB has approved the Request for Proposal in whole or in part as hereinafter set forth.

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

FUNDING ALLOCATION FOR SERVICES RENDERED BY CMCA

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

2. **Contract Documents.** This agreement shall consist of the Request for Proposal #26-11JUL23 (Consulting Services for the Assessment of Success of the Programs Provided to Promote Well-Being of Children in Boone County, Missouri) and CMCA's response to the Request for Proposal, Written Clarifications, and responses to Written Clarifications. All such documents shall constitute the contract documents, which are attached hereto and

incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over the CMCA’s Proposal, Written Clarifications, and responses to Written Clarifications.

3. **Purchase.** The BCCSB agrees to purchase from CMCA and CMCA agrees to furnish **Consulting Services for the Assessment of Success for the Programs Provided to Promote Well-Being of Children in Boone County, Missouri** for the Boone County Children’s Services Board, as described and in compliance with the original Request for Proposal and as presented in CMCA’s response(s). Services/deliverables shall be provided as outlined in the attached proposal response(s). The total allowable compensation under this agreement shall not exceed **\$75,831.52** unless compensation for specific identified additional services is authorized and approved by BCCSB in writing in advance of rendition of such services for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the date of contract execution and extend through December 31, 2024 subject to the provisions for termination specified below.

5. **Billing and Payment.** For Request for Proposal #26-11JUL23 (Consulting Services for the Assessment of Success of the Programs Provided to Promote Well-Being of Children in Boone County, Missouri) Contract, the payments to CMCA will be made in four installments:

First Installment – upon contract execution	\$18,958.00
Second Installment – submission of first progress report	\$18,958.00
Third Installment – submission of second progress report	\$18,958.00
Fourth Installment – submission and approval of final report and summary report	\$18,957.52
Total	\$75,831.52

The County agrees to pay all monthly invoices within 30 days of receipt of a correct and valid invoice and upon approval of any report due. In the event of a billing dispute, the BCCSB reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the CMCA, the BCCSB agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The BCCSB shall utilize the Request for Proposal #26-11JUL23 (Consulting Services for the Assessment of Success of the Programs Provided to Promote Well-Being of Children in Boone County, Missouri) Application, Written Clarifications, and responses to Written Clarifications to monitor service delivery and program expenditures. CMCA agrees to provide monthly progress reports in the form of an email to Community Service Department staff to provide updates to the BCCSB. CMCA will also produce two progress reports and a final report and a summary report. The first progress report is due February 8, 2024 and the second progress report is due September 30, 2024. The first drafts of the final and summary reports are due December 4, 2024 and the final drafts must be submitted by December 20, 2024. The final report will be comprehensive and include a thorough analysis of all data collected and findings of this project. The smaller summary report will include a summary of key data and findings. CMCA agrees to present progress reports and first drafts of the final and summary reports to the BCCSB.

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

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

OTHER TERMS OF THIS CONTRACT

10. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Children's Services Fund shall be investigated in accordance with CMCA's policies and procedures and in accordance with any local/state/federal regulations. CMCA agrees to notify the BCCSB through the Director of Community Services of any such

incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the BCCSB of any substantiated allegations. CMCA must comply with Missouri law regarding confidentiality of client records.

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

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

13. **Conflict of Interest.** CMCA agrees that any conflicts of interest between its Board of Representatives or the CMCA and/or employees and CMCA shall be appropriately identified and managed.

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

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

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

17. **Board Ownership.** If CMCA ceases to be funded by the BCCSB or ceases to provide programs and services for Boone County children, youth, and their families, pursuant to this contract, all capital equipment, materials, and buildings purchased with CSF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the BCCSB. In

addition, if CMCA no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, CMCA will need BCCSB approval to re-direct the use of such.

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

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

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

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

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

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

Upon receipt of notice of termination, CMCA shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. BCCSB shall reimburse the CMCA for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

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

Compensation Insurance: CMCA shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all their employees employed at the site of work, and in case any work is sublet, CMCA shall require the

subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by CMCA.

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

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

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

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

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

Proof of Carriage of Insurance - CMCA shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

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

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties. Nothing in the insurance procured as required herein shall be interpreted so as to waive any sovereign immunity, official immunity, or other immunity defense available to County as a political subdivision in the State of Missouri. It is not the County's intent or desire to procure insurance that would operate as a waiver of any such immunity defense.

22. **Publicity by the CMCA.** CMCA shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. CMCA will acknowledge the BCCSB as a funding source whenever publicizing CSF funded programs. CMCA will collaborate with the BCCSB to inform the community about the ways its tax dollars are

being invested in services and supports. CMCA agrees to acknowledge the Children's Services Fund as a funding source on written and electronic publications including brochures, annual reports, and newsletters.

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

24. **Binding Effect.** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

26. **Record Retention Clause.** CMCA shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

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

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

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

Central Missouri Community Action
Darin Preis
807B N Providence Rd
Columbia, Missouri 65203

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

Central Missouri Community Action

Boone County, Missouri

By: Boone County Commission

DocuSigned by:
Darin Preis
3C88F489A7A9485...
By: _____
Signature

DocuSigned by:
Kip Kendrick
57400BED96434D4...
By: _____
Kip Kendrick, Presiding Commissioner

Executive Director
By: _____
Printed Name/ Title

By: Boone County Children's Services Board

DocuSigned by:
Leigh Spence
460A59A8325D4B3...
By: _____
Leigh Spence, Board Chair

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD...
By: _____
CJ Dykhouse, County Counselor

DocuSigned by:
Brianna L Lennon
D257E242BF848C...
By: _____
Brianna L. Lennon, County Clerk

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

DocuSigned by:
Kyle Riggs
8C248D84EE7A483...
By: _____
Signature

10/17/2023
Date

(2162/71106/\$75,831.52)

Appropriation Account

483 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 24th day of October 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve a Contract Amendment to C000166 (29-23AUG21) – Flourish Prep Internship Program with Fostering Life-Changing Opportunities for a supplemental increase not to exceed \$37,115.78.

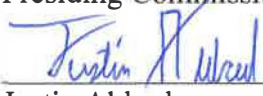
The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

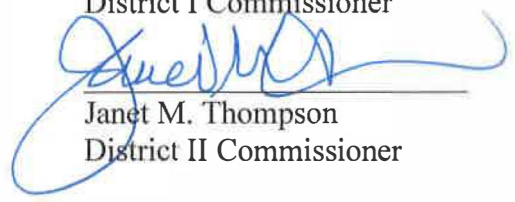
Done this 24th day of October 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

Contract Amendment Notification

FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 13, 2023
RE: Amendment #1 to contract C000166 (bid #29-23AUG21) – Flourish Prep Internship Program with Fostering Life-Changing Opportunities

Attached for signature is contract amendment #1 to contract C000166 (bid #29-23AUG21) – Flourish Prep Internship Program with Fostering Life-Changing Opportunities. This amendment adds a supplemental increase of 1,566 units of Case Management at \$4.63 per 15 minutes (\$7,250.58) and 1,516 units of Community Collaboration at \$19.70 per 15 minutes (\$29,865.20) for a total not to exceed amount of \$37,115.78.

Invoices will be paid from department 2162 – CSF Program Funding, account 71106 - Contracted Services. \$1,308,352.55 is the current fund balance.

cc: Contract File

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number One
Flourish Prep Internship Program

THIS AGREEMENT dated the 24th day of October, 2023, Boone County Contract C000166 (bid # 29-23AUG21) dated December 28, 2021, made by and between Boone County, Missouri and Fostering Life-Changing Opportunities, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:


- 1) ADD a supplemental funding increase for the following:
 - 1,566 Units of Case Management at \$4.63 per 15 minutes for a total not to exceed amount of \$7,250.58**
 - 1,516 Units of Community Collaboration at \$19.70 per 15 minutes for a total not to exceed amount of \$29,865.20**
- 2) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

Fostering Life-Changing Opportunities

Boone County, Missouri

By: Boone County Commission

By: 
Signature


Kip Kendrick, Presiding Commissioner

By: Beatrice Stewart/Executive Director
Printed Name/Title

By: Boone County Children's Services Board


Leigh Spence, Board Chair

APPROVED AS TO FORM:

ATTEST:


CJ Dykhouse, County Counselor


Brianna Lennon, County Clerk

AUDITOR CERTIFICATION:

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

DocuSigned by:
Nyke Rigan
by 
8C24BD84EE7A483...

10/17/2023

2162 / 71106 / \$37,115.78

Signature

Date

Appropriation Account

An Affirmative Action/Equal Opportunity Employer

Supplemental Funding Request

Fostering Life-Changing Opportunities

Quick View Information

Supplemental Funding Information and Instructions

The objective of the Supplemental Funds is to assist organizations that have exceeded their funding allocations due to high levels of demand for services. The organization must demonstrate that the service(s) are already funded by the Children's Service Fund and there is a need for the supplemental funds.

To be considered for Supplemental Funds, an organization must:

**Notify the Community Services Department prior to completing this section.
Complete all of the sections for each service for which you are seeking supplemental funding.
Each narrative response should be clear and succinct.
Notify the Community Services Department when this request is complete.**

Date Completed

Date Completed

10/02/2023

Total of Supplemental Request

Total Amount of Supplemental Funds Requested (automatically calculated)

37115.78

Supplemental Service Request #1 - Name

Service #1 Name (150 character limit)

Case Management

Supplemental Service Request #1 - Output Information

Contracted Units (#1)	Contracted Unit Measure (#1) (500 character limit)	Contracted Unit Rate (#1)	Additional Units Requested (#1)
6000	15 minutes	\$4.63	1566

Supplemental Service Request #1 - Amount Requested

Contracted funding amount for Service #1

\$27,780.00

Additional funds requested for Service #1

7250.58

Supplemental Service Request #1 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #1. (500 character limit)

Estimating a total of 40 hours/week between both community-based programming staff members; 30 hours/week for our support specialist (case management is her primary role); 10 hours/week for our program manager. 40 hours/week total between both staff = 160 units (40*4 - 15 min increments). 160 units * 17 remaining weeks in the year as of 9/1/23 = 2720 units

We have 1154 units remaining currently as of 8/31/23.
2720-1154 = 1566 units in supplemental units, totaling \$7,250.58 (rate of 4.63/unit)

b. Do you currently have a waiting list for Service #1?

No - (if no, move on to c)

If Yes - please describe your waiting list and provide a timeline to work through this list. (#1) (750 character limit)**c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #1. (500 character limit)**

ARPA funds application completed and approved as of 9/28/23. These funds will be to pilot our community based internships program. We are excited to expand internships programs to the community, but did not receive all of the ARPA funds we requested to pull off that pilot program the first year. We will be at a deficit of around \$27,000 under per year for ARPA which means that some of the duties for the ARPA position may need to also be covered by existing Flourish staff.

d. When do you anticipate running out of funds for Service #1? (500 character limit)

Following summer internships wrapping up, we have completed an average of 650 units/month. June - 663; July - 788; August - 499. We have 1154 units remaining after our August invoice reallocation. We will likely run out of units by mid-October billing.

Supplemental Service Request #2 - Name

Service #2 Name (150 character limit)

Community Collaboration

Supplemental Service Request #2 - Output Information

Contracted Units (#2)	Contracted Unit Measure (#2) (500 character limit)	Contracted Unit Rate (#2)	Additional Units Requested (#2)
770	15 minutes	\$19.70	1516

Supplemental Service Request #2 - Amount Requested

Contracted funding amount for Service #2	Additional funds requested for Service #2
\$15,169.00	29865.2

Supplemental Service Request #2 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #2. (500 character limit)

Estimating a total of 20 hours/week between both community-based programming staff members; 10 hours/week for our support specialist; 10 hours/week for our program manager. 20 hours/week total between both staff = 80 units (45*4 - 15 min increments). 80 units * 17 remaining weeks in the year as of 9/1/23 = 1360 units

We have 0 units remaining currently. We are negative 156 units as of August 2023.
1360 + 156 = 1516 units in supplemental units, totaling \$29,865.20 (rate of 19.70/unit)

b. Do you currently have a waiting list for Service #2?

No - (if no, move on to c)

If Yes - please describe your waiting list and provide a timeline to work through this list. (#2) (750 character limit)**c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #2. (500 character limit)**

ARPA funds application completed and approved as of 9/28/23. These funds will be to pilot our community based internships program. We are excited to expand internships programs to the community, but did not receive all of the ARPA funds we requested to pull off that pilot program the first year. We will be at a deficit of around \$27,000 under per year for ARPA which means that some of the duties for the ARPA position may need to also be covered by existing Flourish staff.

d. When do you anticipate running out of funds for Service #2? (500 character limit)

We are already out of community collaboration units and had to do a reallocation request in August.

Supplemental Service Request #3 - Name

Service #3 Name (150 character limit)

Supplemental Service Request #3 - Output Information

Contracted Units (#3)	Contracted Unit Measure (#3) (500 character limit)	Contracted Unit Rate (#3)	Additional Units Requested (#3)
0		\$0.00	0

Supplemental Service Request #3 - Amount Requested

Contracted funding amount for Service #3	Additional funds requested for Service #3
\$0.00	0

Supplemental Service Request #3 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #3. (500 character limit)

b. Do you currently have a waiting list for Service #3?

If Yes - please describe your waiting list and provide a timeline to work through this list. (#3) (750 character limit)

c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #3. (500 character limit)

d. When do you anticipate running out of funds for Service #3? (500 character limit)

Supplemental Service Request #4 - Name

Service #4 Name (150 character limit)

Supplemental Service Request #4 - Output Information

Contracted Units (#4)	Contracted Unit Measure (#4) (500 character limit)	Contracted Unit Rate (#4)	Additional Units Requested (#4)
0		\$0.00	0

Supplemental Service Request #4 - Amount Requested

Contracted funding amount for Service #4	Additional funds requested for Service #4
\$0.00	0

Supplemental Service Request #4 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #4. (500 character limit)

b. Do you currently have a waiting list for Service #4?

If Yes - please describe your waiting list and provide a timeline to work through this list. (#4) (750 character limit)

c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #4. (500 character limit)

d. When do you anticipate running out of funds for Service #4? (500 character limit)

Supplemental Service Request #5 - Name

Service #5 Name (150 character limit)

Supplemental Service Request #5 - Output Information

Contracted Units (#5)	Contracted Unit Measure (#5) (500 character limit)	Contracted Unit Rate (#5)	Additional Units Requested (#5)
0		\$0.00	0

Supplemental Service Request #5 - Amount Requested

Contracted funding amount for Service #5	Additional funds requested for Service #5
\$0.00	0

Supplemental Service Request #5 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #5. (500 character limit)

b. Do you currently have a waiting list for Service #5?

If Yes - please describe your waiting list and provide a timeline to work through this list. (#5) (750 character limit)

c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #5. (500 character limit)

d. When do you anticipate running out of funds for Service #5? (500 character limit)

Supplemental Service Request #6 - Name

Service #6 Name (150 character limit)

Supplemental Service Request #6 - Output Information

Contracted Units (#6)	Contracted Unit Measure (#6) (500 character limit)	Contracted Unit Rate (#6)	Additional Units Requested (#6)
0		\$0.00	0

Supplemental Service Request #6 - Amount Requested

Contracted funding amount for Service #6

\$0.00

Additional funds requested for Service #6

0

Supplemental Service Request #6 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #6. (500 character limit)

b. Do you currently have a waiting list for Service #6?

If Yes - please describe your waiting list and provide a timeline to work through the list. (#6) (750 character limit)

c. Describe what attempts, if any, your organizations has made in the past six months to secure additional funding for Service #6. (500 character limit)

d. When do you anticipate running out of funds for Service #6? (500 character limit)

Supplemental Service Request #7 - Name

Service #7 Name (150 character limit)

Supplemental Service Request #7 - Output Information

Contracted Units (#7)	Contracted Unit Measure (#7) (500 character limit)	Contracted Unit Rate (#7)	Additional Units Requested (#7)
0		\$0.00	0

Supplemental Service Request #7 - Amount Requested

Contracted funding amount for Service #7

\$0.00

Additional funds requested for Service #7

0

Supplemental Service Request #7 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #7. (500 character limit)

b. Do you currently have a waiting list for Service #7?

If Yes - please describe your waiting list and provide a timeline to work through the list. (#7) (750 character limit)

c. Describe what attempts, if any, your organizations has made in the past six months to secure additional funding for Service #7. (500 character limit)

d. When do you anticipate running out of funds for Service #7? (500 character limit)

Supplemental Service Request #8 - Name

Service #8 Name (150 character Limit)

Supplemental Service Request #8 - Output Information

Contracted Units (#8)	Contracted Unit Measure (#8) (500 character limit)	Contracted Unit Rate (#8)	Additional Units Requested (#8)
0		\$0.00	0

Supplemental Service Request #8 - Amount Requested

Contracted funding amount for Service #8	Additional funds requested for Service #8
\$0.00	0

Supplemental Service Request #8 - Narrative

- a. Justify and provide rationale why you are requesting more funding for this Service #8. (500 character limit)**
- b. Do you currently have a waiting list for Service #8?**
If Yes - please describe your waiting list and provide a timeline to work through the list. (#8) (750 character limit)
- c. Describe what attempts, if any, your organizations has made in the past six months to secure additional funding for Service #8. (500 character limit)**
- d. When do you anticipate running out of funds for Service #8? (500 character limit)**

System Fields