324 -2024

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	July Session of the July Adjourned	<b>Term. 20</b> 24	
County of Boone			
In the County Commission of said county,	n the 9th day of	July 20 24	

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 Blue Valley Public Safety, Inc. for Storm Warning Sirens.

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

Done this 9th day of July 2024.

ATTEST: Brianna L. Lennon

Clerk of the County Commission

lendrick

Kip Kendrick Presiding Commissioner

Justin Aldred

District I Commissioner

Japet M. Thompson District II Commissioner

# **Boone County Purchasing**

Melinda Bobbitt, CPPO Director of Purchasing



5551 S. Tom Bass Road Columbia, MO 65201 Phone: (573) 886-4391

### MEMORANDUM

TO:	Boone County Commission
FROM:	Melinda Bobbitt, CPPB, CPPO
DATE:	July 1, 2024
RE:	Amendment #1: C000719 (MARC/KCRPC contract 109) – Storm Warning
	Sirens with Blue Valley Public Safety, Inc.

County contract C000719 (MARC/KCRPC cooperative contract 109) – *Storm Warning Sirens* was approved by commission for award to Blue Valley Public Safety, Inc. on February 1, 2024, commission order 51-2024.

This amendment clarifies the following:

Purchase orders shall be issued to Blue Valley Public Safety, Inc., for all replacement parts, batteries, service, etc. Purchase orders for new siren equipment, including installations, shall be made to the factory, Federal Signal Corporation.

This is a Term and Supply contract. Invoices will be paid from department 2702 – Emergency Management Operations, account 91300 – Machinery & Equipment, and account 60050 – Equipment Service Contract.

cc: Chris Kelley, Della Luster/ Emergency Management Operations Contract File

324-2024 Commission Order #:

### CONTRACT AMENDMENT NUMBER ONE STORM WARNING SIRENS

The Agreement, Boone County Contract C000719, (MARC/KCRPC cooperative contract 109), dated February 1, 2024 made by and between Boone County, Missouri and Blue Valley Public Safety, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD attached MARC/KCRPC Contract Modification dated May 21, 2024 that outlines the following:

Purchase orders shall be issued to Blue Valley Public Safety, Inc, for all replacement parts, batteries, service, etc. Purchase orders for new siren equipment, including installations, shall be made out to the factory, Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484-0975 based on quote provided by Blue Valley Public Safety, Inc. The Contractor shall place order(s) with the factory, within fortyeight (48) hours after receipt of purchase order or telephone confirmation. The Contractor shall provide a written confirmation to the ordering Participant within fortyeight (48) hours after factory order is placed.

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.

Blue Valley Public Safety, Inc.

DocuSigned by 41AD6FD4D325499 By

General Manager Title

APPROVED AS TO FORM:

DocuSigned by: G. Johnson 7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

**Boone County, Missouri** By: Boōne County Commission

DocuSigned by:

Kip, Kendrick, Presiding Commissioner

ATTEST:

DocuSigned by: Brianna ( lennon -D267E2428FB948C...

Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

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

	D	
BebFE1148A274E1	6/27/2024	2702-91300; 60050 – Term & Supply

Signature

Date

**Appropriation Account** 



### NOTICE OF MARC/KCRPC CONTRACT MODIFICATION DATED: May 21, 2024

Bid Title:	Yearly Contract for Storm Warning Sirens
Bid/Contract No.	109
Contract Modification No.:	2
Contract Period:	1/1/24 to 12/31/24

#### **CONTRACTOR:**

Brian Cates Blue Valley Public Safety, Inc. 509 E James Rollo Dr, PO Box 363 Grain Valley, Mo. 64029

 Phone:
 800-288-5120

 Fax:
 816-847-7513

 Email:
 brian@bvpsonline.com

#### **MODIFICATION TO ORIGINAL CONTRACT:**

The original contract issued January 1, 2024, is modified to clarify ordering and invoicing instructions under the contract and correction to paragraph 3 of the original contract.

Section 3.0 General Conditions, paragraph 3.2, is modified as follows:

The Participants, and any Non-Participants will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Contracts. Purchase orders shall be issued to Blue Valley Public Safety, Inc., for all replacement parts, batteries, service, etc. Purchase orders for new siren equipment, including installations, shall be made out to the factory, Federal Signal, 2645 Federal Signal Drive, University Park, IL, 60484-0975, based on quote provided by Blue Valley Public Safety, Inc. The Contractor shall place order(s) with the factory, within forty-eight (48) hours after receipt of purchase order or telephone confirmation. The Contractor shall provide a written confirmation to the ordering Participant or non-Participant within forty-eight (48) hours after factory order is placed.

#### Section 3.0 General Conditions, paragraph 3.13 Contractor's Invoices, is modified as follows:

Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: MARC/KCRPC Bid 109, Participant's Purchase Order number, contract description of supplies or services, quantities, unit prices and extended totals. All invoices must reflect the same unit of measure and pricing as stated in the pricing section, Appendix B. Any invoices received with incorrect units of measure may be corrected and noted on the invoice "not per contract" and totals will be adjusted accordingly, at the discretion of the ordering agency. Invoices for and inquiries regarding payment shall be addressed to the ordering agency. Any delay in receiving invoices, or errors and omissions, on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Payment terms under this contract shall be Net 30, after receipt of invoice, unless an early payment discount is offered for less than 30 days. Invoices for new siren **equipment, including** installations, will be issued directly by the factory, Federal Signal, with reference to the Federal Signal quote number and the ordering participant's purchase order number.

### YEARLY CONTRACT for STORM WARNING SIRENS MARC-KCRPC BID NO. 109 Paragraph 3. INVOICES

Invoices shall be prepared and submitted to the ordering Participant or Non-Participant. Invoices shall contain the following information: MARC/KCRPC Bid 109 (corrected from Bid 104), purchase order number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the ordering Participant or Non-Participant. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges. Invoices for new siren equipment, including installations, shall be prepared by Federal Signal, referencing the Federal Signal quote number, participant's purchase order number and sent to the ordering Participant or Non-Participant.

Rita Parker By:

Rita Parker, Program Coordinator MARC/KCRPC

By:

Brian Cates, General Manager Blue Valley Public Safety, Inc.

Date: May 23, 2024

5-29-24 Date:

Copies to: Participant Database

> Mid-America Regional Council / Kansas City Regional Purchasing Cooperative 600 Broadway Suite 200, Kansas City, Mo. 64105-1659 Rita Parker, MARC/KCRPC Program Coordinator - rita.parker@kcrpc.com

325-2024

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI July Sessi	on of the July Adjo	ourned		<b>Term. 20</b> 24
County of Boone				
In the County Commission of said county, on the	9th	day of	July	<b>20</b> 24

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 Mid-MO Center Project, Inc. for Contract C000825 – Expansion of PRISM Youth Programming & Resources from RFP award 01-13MAR24.

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

Done this 9th day of July 2024.

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



5551 S. Tom Bass Road Columbia, MO 65201 Phone: (573) 886-4391

### MEMORANDUM

TO:	Boone County Commission
FROM:	Melinda Bobbitt, CPPO, CPPB
DATE:	June 19, 20241
RE:	Award Recommendation from RFP 01-13MAR24 – 2024 Grassroots
	Funding Opportunity: Contract C000825 - Expansion of PRISM Youth
	Programming & Resources with Mid-MO Center Project, Inc.

Request for Proposal 01-13MAR24 – 2024 Grassroots Funding Opportunity closed on March 13, 2024. 15 proposal responses were received. Six programs are being recommended for award and are detailed on the attached.

The evaluation committee consisted of Bob Algur, Lynn Barnett, Rodney Dixon, Greg Grupe, Michele Kennett, Connie Leipard, Dr. Wiley Miller, Leigh Spence, and Sebastian Martinez Valdivia. Attached are the evaluation committee's review sheets.

Invoices will be paid from department 2162 –CSF Program Funding, account 71106 – Contracted Services. The total amount funded from this award is \$359,194.50. 13,500,000.00 is budgeted for 2024.

This contract award is for contract C000825 – Expansion of PRISM Youth Programming & Resources with Mid-MO Center Project, Inc. for \$24,649. The Center Project is Mid-Missouri's only LGBTQIA+ community center that provides a large array of programming and services. Their largest program, Prism, serves youth ages 11-18. This funding will allow the organization to hire a Youth Program Coordinator.

cc: Proposal File

ATT Evaluation Committee Reports and Score Sheets; Programs Recommended for Award Attachment 06/13/24

RQST DATE

### PURCHASE REQUISITION **BOONE COUNTY, MISSOURI**

16740

Mid-Missouri Center Project

01-13MAR24 BID #

VNDR #

**VENDOR NAME** 

Bill to Dept #:

Ship to Dept #:

#### Amount **Unit Price Item Description** Qtv Dept Account \$14,789.40 \$14,789.40 1 First Installment Upon Contract Execution 2162 71106 \$9,859.60 \$9,859.60 Second Installment - submission of quarterly report 1 2162 71106 \$0.00 Program: Expansion of Prism Youth Programming & \$0.00 Resources \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official <u>Multh Bebblo</u> Prepared Pro

Auditor Approval

GRAND TOTAL:

\$0.00

\$0,00

\$0.00

\$0.00 24,649.00

# Columbia Supreme Case Management for At-Risk Youth

. 이번 1945년 1977년 1977년 1977년 1977년 1971년 1977년 1977년 1977년 1971년 1971년 1971년 1971년 1971년 1971년 1971년 1971년 1971년 1971년 1971년 1971	Score
1. Does the organization show readiness for capacity building to deliver quality services to Boone County residents?	8.00
2. Does the organization have realistic expectations in implementing the proposed program?	7.00
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	8.00
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	8.00
5. Does the organization demonstrate collaboration with other organizations in the community?	7.50
6. Does the organization's leadership and staff represent the community that it proposes to serve?	9.25
7. Does the organization align geographically with the community it serves?	9.00
8. Does the program offer innovative approaches to intervene in localized issues or problems?	6.50
9. Does the organization provide justification in their best and final offer for the type of program and number to be served?	7.00
Score	70.25
Total Score Range	e is 9 - 90

### Strengths

- The organization has been established for some time and continues to grow.
- The organization collaborates with other programs to help benefit the individuals they are serving.
- The director and key staff seem committed to the program and positive outcomes for the children they serve.
- Connecting with students and families through sports is a great way to engage otherwise reluctant students in positive activities and serves a need that is vitally important to the community.
- The program can help kids to focus on healthy activities and improved attendance and academics.
- The proposal is well written and provided clarification to questions.
- The proposal explains how the program can compliment existing programming for the organization.
- The organization explains systems that are in place to ensure funding requirements are met.
- The organization provides transportation through volunteers and has other funding sources which will be used to purchase a van to help eliminate barriers.

- The organization seems to have previous financial challenges and could benefit from improved financial management and oversight of program resources.
- The organization does not have a set location for the program.
- Logistics of providing case management to families could be challenging but it does seem that they need more people to meet the more extensive needs of the students.
- Not specifically a weakness, but a consideration is that school attendance and passing grades would be good to include as part of the evaluation process.
- The vision regarding possible or desired outcomes for the program is unclear.
- The budget provided includes salary for coaching staff without clear explanation of how this would be considered an expense for the proposed program.
- There seems to be a very small staff.
- The Board President is also a paid employee and does not indicate that they would adjust roles.

# **Freeair Literacy Foundation**

### **Freeair Kids**

	Score
<ol> <li>Does the organization show readiness for capacity building to deliver quality services to Boone County residents?</li> </ol>	2.75
2. Does the organization have realistic expectations in implementing the proposed program?	3.00
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	4.50
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	3.50
5. Does the organization demonstrate collaboration with other organizations in the community?	3.25
6. Does the organization's leadership and staff represent the community that it proposes to serve?	5.25
7. Does the organization align geographically with the community it serves?	5.50
8. Does the program offer innovative approaches to intervene in localized issues or problems?	3.25
9. Does the organization provide justification in their best and final offer for the type of program and number to be served?	2.75
Score	33.75

### Strengths

- Increasing literacy is an important and admirable goal.
- The organization has access to a lot of books which are provided at no cost to children and youth.
- The organization seems to have good staff available.
- The proposal provided clear information about different aspects of the program.

- The organization did not attend the scheduled interview.
- This proposal did not demonstrate any other sources of funding or collaboration with other nonprofit organizations.
- It is unclear if the van described in the proposed program addresses a need in our community with other free book options already available and seems duplicative of the bookmobile services provided by the public library.
- The program does not seem to address root causes around literacy issues.
- The proposal was written in general terms, with implementation and goals of the program fairly vague.
- There seems to be a lack of direct contact with children and youth to be served by this program.
- As a new program currently not working with any individuals, there was no demonstration of partnerships which provided confidence in the demand/feasibility of it.
- The book clubs hours and locations seem unrealistic or inconvenient for families.
- The funding requested seems to directly benefit the publishing company associated with the foundation.
- It appears funding requested may be used to pay board members.

### Grade A Plus Incorporated

# Family Leader Support

승규는 그는 것은 것은 것은 것은 것을 만들어야 한다. 것은 것은 것은 것은 것은 것은 것을 가지 않는 것을 것을 수 있다. 않는 것을 것을 것을 것을 것을 수 있다. 않는 것을 것을 것을 것을 것을 것을 수 있다. 않는 것을	Score
<ol> <li>Does the organization show readiness for capacity building to deliver quality services to Boone County residents?</li> </ol>	7.50
2. Does the organization have realistic expectations in implementing the proposed program?	7.00
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	7.00
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	7.75
5. Does the organization demonstrate collaboration with other organizations in the community?	7.00
6. Does the organization's leadership and staff represent the community that it proposes to serve?	8.25
7. Does the organization align geographically with the community it serves?	8.00
8. Does the program offer innovative approaches to intervene in localized issues or problems?	5.00
P. Does the organization provide justification in their best and final offer for the type of program and number to be served?	6.75
Score	64.25
Total Score Range	e is 9 - 90

### Strengths

• The organization is established and known in the community for the tutoring services they provide. The organization appears to have funding from other sources.

- The organization demonstrates dedication to providing greatly needed services to the community and successfully serving children in areas which may be underserved.
- Organizational leadership shows efforts to garner a board of directors that can advise and provide oversight.
- Organizational leadership demonstrates ability to talk about their programming and collaborate with other organizations.
- The program seems to have been developed specifically based on needs identified by the organization as an additional layer of support for families which would be more sustainable.

- The organization has successfully been funded by other local funders under their Purchase of Service model, so the need for the capacity building aspects of this funding source is unclear.
- Not specifically a weakness, but something to consider is if a partnership could be built with FACE and others to fill the case management role for families.
- The program appears to be spread over a large geographic area, resulting in a need for transportation. This adds a question if there could be a potentially more efficient use of funds if services were focused on a specific area of the community.
- Delivery of services and approaches to involving a greater number and diversity of students seemed to lack innovative strategies.
- It is unclear if this is something parents are requesting and what amount of participation will occur.
- The indirect cost line continues to be a bit confusing.

# Magnificent Melanin Misses

# **Magnificent Melanin Misses Mentoring**

	Score
<ol> <li>Does the organization show readiness for capacity building to deliver quality services to Boone County residents?</li> </ol>	3.00
2. Does the organization have realistic expectations in implementing the proposed program?	3.25
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	5.75
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	3.50
5. Does the organization demonstrate collaboration with other organizations in the community?	3.00
6. Does the organization's leadership and staff represent the community that it proposes to serve?	6.50
7. Does the organization align geographically with the community it serves?	6.50
8. Does the program offer innovative approaches to intervene in localized issues or problems?	3.25
9. Does the organization provide justification in their best and final offer for the type of program and number to be served?	2.75
Score	37.50
Total Score Rang	e is 9 - 90

### Strengths

Mentoring is beneficial to young people when done right.

- The program seems to have been developed out of a desire to support youth through mentorship and the director has a good heart to do this work in the community.
- The program currently serves a small group of participants.

- The organization did not follow directions when providing the follow up information requested, which may indicate the program is not ready for this type of funding at this time.
- The organization is relatively new.
- It was difficult to get a full understanding of the program without receiving all responses to written clarification.
- The funding request is extremely high.

# Sophia's Helping Hand

### **Relieve Hunger Program**

5.50 5.50 8.25
8.25
5.50
5.50
8.50
8.50
6.00
5.75
59.00

### Strengths

- The organization has been operating for a while with a limited budget and volunteers.
   It is admirable that this organization appears dedicated to going into communities/neighborhoods to provide food and resources in collaboration with others.
- It appears there is the capacity to expand services.
- Food insecurity is an issue and this proposal helps to address this with a relatively low amount of funding requested which are focused on facility and supply costs rather than salaries.
   The educational component to provide nutritional information to families is a positive piece to the proposal.

- The organization did not clearly explain how the Children's Services Fund would not be used for ineligible adults.
- Given the nature of this program, It is not clear how services provided by this program can be tracked even with the described registration process to collect data.
- It is unclear if the Big Bear location is conducive to this effort.
- Aspects of the organizational structure are confusing given there is another business that is also in the same location.
- It is unclear how families are identified for food delivery or access this program.
- There are collaborations noted but no outside funding efforts are indicated in the budget.
- Not specifically a weakness, but a consideration is that service capacity is not unlimited.
- Some program elements discussed as part of the interview related to nutrition education were not
  originally described in the proposal and the written clarification response lacked details.
- There are existing programs that incorporate healthy eating nutrition education.

# The Heriford House Foundation

# Therapy Has No Limits

6.75 5.75 7.00
7.00
6.75
5.25
7.00
6.25
5.25
6.75
56.75

### Strengths

• A dedicated and enthusiastic organizational leadership seems to have a passion to serve children and families that are financially unable to receive services.

- The Heriford House is an established organization which has been providing services in the community with needed therapist diversity.
- The organization is providing therapy to youth and families, which is always needed.

- The blending, yet separateness of The Heriford House Counseling Center and The Heriford House Foundation is confusing. It is unclear how all the requirements of the Children's Services Fund can be met with a shared intake process.
- The budget amounts seem too expensive for what is being proposed.
- The program seems like it would be a better fit under a Purchase of Service model.
- Not specifically a weakness, but a consideration is the need to recognize the limitations of counseling and psychotherapy.
- There are other organizations in the community which are able to provide therapy to those that are uninsured or underinsured.

# Youth Empowerment Collective, Inc.

# Positive Impact Empowerment (females); Bro Code (males)

	Score
<ol> <li>Does the organization show readiness for capacity building to deliver quality services to Boone County residents?</li> </ol>	3.25
2. Does the organization have realistic expectations in implementing the proposed program?	3.00
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	5.25
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	5.25
5. Does the organization demonstrate collaboration with other organizations in the community?	3.50
6. Does the organization's leadership and staff represent the community that it proposes to serve?	7.00
7. Does the organization align geographically with the community it serves?	6.50
3. Does the program offer innovative approaches to intervene in localized issues or problems?	2.75
P. Does the organization provide justification in their best and final offer for the type of program and number to be served?	3.25
Score	39.75
Total Score Rang	e is 9 - 90

### Strengths

- The organization seems to be the brainchild of leadership with dedication and a heartfelt desire for the director to work in this area.
- Organizational leadership seems to demonstrate positive relationships with students at the school where the program currently takes place.
- The organization provides mentoring to youth, which is often beneficial as students need adults who care.
- The organization currently serves several youth.
- The organization seems to be working to develop partnerships to further support this program.

- The organization seems to have very little infrastructure in place to make sure the deliverables would be met for the amount of funding requested.
- More specific information about other funding sources was needed.
- The organization appears to only be serving students at one school and has not been in operation for very long.
- It is unclear how long it would take to shift from the existing program format to the one on one mentoring proposed.
- It is unclear if the depth and vision are fully developed beyond an idea into a program which is ready for this type of funding.
- The organization did not participate in either interview that was scheduled for them.
- The organization is not currently recognized as a 501 (c)3 and does not meet eligibility for funding at this time.

# **Evaluator Signatures**

DocuSigned by:	Connie Leipard	5/15/2024
Signature	Name	Date
Ligh Spence 450A59AB325D4B3.	Leigh Spence	5/15/2024
Signature	Name	Date
F714C74F174D4C1	Lynn Barnett	5/16/2024
Signature	Name	Date
Wiley Miller FFC1C239C801448	Wiley Miller	6/5/2024
Signature	Name	Date
Midule kunnett 48A82151E111416	Michele Kennett	5/17/2024
Signature	Name	Date

Commission Order #:



### AGREEMENT FOR PURCHASE OF SERVICES 2024 Grassroots Funding Opportunity Expansion of Prism Youth Programming & Resources

THIS AGREEMENT, Boone County Contract # C000825, dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_\_\_ 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 Mid-Missouri Center Project, Inc. a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as The Center Project.

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**, The Center Project has submitted a complete Request for Funding Proposal Application to the BCCSB detailing the services and other supports to be provided; and

WHEREAS, the BCCSB has approved the Request for Funding 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 THE CENTER PROJECT

The purpose of this contract is to build capacity for The Center Project to provide the services contemplated herein. The Center Project shall only request reimbursement for expenses not reimbursable by any other source. The Center Project shall not invoice the Children's Services Fund for expenses invoiced to another funding source. The Center Project shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

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

2. **Contract Documents.** The Center Project will perform the services and carry out the activities as set forth in this agreement. This agreement shall consist of the Request for Proposal **#01-13MAR24** (2024 Grassroots Funding Opportunity), any addenda, The Center Project's response to the County of Boone's Request for Proposal, Requests for Clarification, responses to Requests for Clarification, Requests for Additional Information, and Best and Final Offer Responses. 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 Center Project's Proposal, any addenda, The Center Project's response to the Request for Proposal, Request for Clarification, responses to the Request for Clarification, responses to the Request for Proposal, Request for Clarification, responses to the Request for Clarification, responses to the Request for Additional Information, and Best and Final Offer Responses.

3. **Purchase.** The BCCSB agrees to purchase from The Center Project and The Center Project agrees to furnish the **Expansion of Prism Youth Programming & Resources** for children and youth nineteen years of age or less and their families, as described and in compliance with the original Request for Proposal and as presented in The Center Project's response. Services/deliverables shall be provided as outlined in the attached proposal response(s). The total allowable compensation under this agreement shall not exceed **\$24,649.00** 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 upon the date of contract execution and extend through December 31, 2024 subject to the provisions for termination specified below. The Center Project agrees and understands that the BCCSB may require supplemental information to be submitted at the request of BCCSB.

This contract may at the sole discretion of the BCCSB and with the agreement of The Center Project be renewed for **three additional one-year periods**. The first one-year renewal period shall begin on January 1, 2025 and extend through December 31, 2025 for a total allowable compensation that shall not exceed **\$67,175.00**. The Center Project agrees and understands that the County may require supplemental information to be submitted by The Center Project prior to any renewal of this agreement.

5. **Billing and Payment.** For the Request for Proposal #01-13MAR24 (2024 Grassroots Funding Opportunity), the payments to The Center Project will be made in installments for the first six-month contract as provided in the table below.

Installment	Amount
First Installment - upon contract execution	\$14,789.40
Second Installment – submission of quarterly report	\$9,859.60

If the contract is renewed for the first full year renewal period, the payments to The Center Project will be made in four installments as provided in the table below.

Installment	Amount
First Installment – submission of 2024 Year End Report	\$16,793.75
Second Installment – submission of 2025 first quarter report	\$16,793.75
Third Installment – submission of 2025 Interim Report	\$16,793.75
Fourth Installment – submission of 2025 third quarter report	\$16,793.75

The BCCSB agrees to pay all invoices within thirty days of receipt of a correct and valid invoice. 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 Center Project, 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 the utilize the Request for Proposal **#01-13MAR24** (2024 Grassroots Funding Opportunity), any addenda, The Center Project's response to the Request for Proposal, Request for Clarification, responses to the Request for Clarification, Requests for Additional Information, and Best and Final Offer Responses, as submitted by The Center Project to monitor service delivery and program expenditures. The Center Project agrees to submit to the BCCSB the following reports:

- a. First six-month contract period (contract execution through December 31, 2024):
  - a. Quarterly Report for the period starting upon the contract execution date through September 30, 2024. The Center Project agrees to submit the Quarterly Report by October 25, 2024.

- b. Year End Report for the period starting upon the contract execution date through December 31, 2024. The Center Project agrees to submit the Year End Report by January 31, 2025.
- b. First full year renewal period (January 1, 2025 through December 31, 2025):
  - a. First Quarter Report for the period of January 1, 2025 through March 31, 2025. The Center Project agrees to submit the First Quarterly Report by April 18, 2025.
  - b. Interim Report for the period of January 1, 2025 through June 30, 2025.
     The Center Project agrees to submit the Interim Report by July 31, 2025.
  - c. Third Quarter Report for the period of January 1, 2025 through September 30, 2025. The Center Project agrees to submit the Third Quarter Report by October 17, 2025.

Variations on these dates may be requested by The Center Project and, if so stipulated, are noted on this contract document. Payments may be withheld from The Center Project if reports designated here are not submitted on time, until such time as the reports are filed and approved. Reporting requirements will include but are not limited to information regarding agencies' accounting of funds, progress of implementing the contract program, outcomes and indicators, client demographic information, and other information and data deemed appropriate by the BCCSB. The Center Project agrees to submit its reports through the format as requested.

8. Audits. The Center Project also agrees to make available to the BCCSB a copy of its annual audit or third-party financial review within four months after the close of The Center Project's fiscal year. The audit or financial review must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit or financial review 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 or financial review as it relates to BCCSB program activities be made available to BCCSB as part of the required audit or financial review. Payment may be withheld from The Center Project, 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. *Monitoring and Possible Reimbursement to BCCSB*. The Center Project agrees to permit the BCCSB, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the BCCSB to monitor, survey and inspect The Center Project's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, The Center Project hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the BCCSB or its designee(s) all records, facilities, and personnel, for auditing,

inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CSF funds and all other matters set forth in the contract. In the event that The Center Project's records show that The Center Project 's programs have excess revenue over documented expenses, or contain billing errors, then The Center Project may be required to reimburse any excess payments made by BCCSB in an amount determined by BCCSB.

10. **Modification or Amendment.** In the event The Center Project 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 The Center Project 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**

11. Violation of Client Rights. Any alleged case of a violation of a client's rights in a program funded through the Children's Services Fund shall be investigated in accordance with The Center Project's policies and procedures and in accordance with any local/state/federal regulations. The Center Project 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. The Center Project must comply with Missouri law regarding confidentiality of client records.

12. **Discrimination**. The Center Project 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.

13. **CSF to be used for Services Provided**. The Center Project agrees that the CSF funds shall be used exclusively for the services provided to children and youth 19 years of age or less and their families and for administrative costs directly related to The Center Project's provision of such services.

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

15. **Conflict of Interest.** The Center Project agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between An Affirmative Action/Equal Opportunity Employer

himself/herself and The Center Project, and this shall include any transaction in which The Center Project is a party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

16. **Subcontracts.** The Center Project may enter into subcontracts for components of the contracted service as The Center Project 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, The Center Project shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

17. *Employment of Unauthorized Aliens Prohibited*. The Center Project agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. The Center Project shall require each subcontractor to affirmatively state in its Agreement with The Center Project that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide The Center Project a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

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

19. **Board Ownership.** If The Center Project 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 The Center Project no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, The Center Project will need BCCSB approval to re-direct the use of such.

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

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

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

22. **Boone County Insurance Requirements:** The Center Project 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**: When The Center Project begins to employee staff as employees, The Center Project 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, The Center Project 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 The Center Project.

**Worker's Compensation**: Once The Center Project has employees, 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**: The Center Project 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 - The Center Project 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.

The Center Project 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 The Center Project 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 The Center Project.

Commercial Automobile Liability: The Center Project shall maintain during the life of this contract, automobile liability insurance in any The Center Project-owned vehicles. If The Center Project does not own any vehicles, then any employee or subcontractor shall be required to have insurance on their individual vehicle and shall provide proof of said coverage to County before undertaking any work in furtherance of this agreement or The Center Project can provide a Non-Owned Policy for the employees and board members using their personal cares for The Center Project business.

**Proof of Carriage of Insurance** – As applicable from the above provisions, The Center Project 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 5551 S. Tom Bass Rd. Columbia, MO 65201

23. Indemnification. To the extent permitted under Missouri law, The Center Project 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 **The Center Project** (meaning anyone, including but not limited to consultants having a contract with The Center Project or subcontractor for part of the services), or anyone directly or indirectly employed by The Center Project, or of anyone for whose acts The Center Project 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.

24. **Publicity by The Center Project.** The Center Project shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. The Center Project will acknowledge the BCCSB as a funding source whenever publicizing CSF funded programs. The Center Project will collaborate with the BCCSB to inform the community about the ways its tax dollars are being invested in services and supports. The Center Project agrees to acknowledge the Children's Services Fund as a funding source in presentations and on written and electronic publications including brochures, annual reports, and newsletters.

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

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

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

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

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

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

Any written notice or communication to The Center Project shall be mailed or delivered to:

Mid-Missouri Center Project, Inc. Christi Kelly 805 Fairview Ave. Columbia, Missouri 65201

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

Mid-Missouri Center Project, Inc.

DocuSigned by: Bv: BEFE7DA7B2574FE

Signature Cameron Lee

By:

Printed Name/Title

**Boone County, Missouri** By: Boone County Presiding Commissioner

DocuSigned by: 574008ED98434D4

Kip Kendrick

ATTEST:

Brianna L. Lennon, County Clerk

### APPROVED AS TO FORM:

By: Boone County Children's Services Board

- DocuSigned by:
Cl. Malance
<ol> <li>70710EAEB9D74DD</li> </ol>

CJ Dykhouse, County Counselor

Ligh Spence 450A59A8325D4B3...

DocuSigned by:

Leigh Spence, Board Chair

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.)

Kyle Rieman by 25	6/26/2024	
E3D6F2FD3CE04B1		2162 / 71106 / \$24,649.00

Signature

Date

Appropriation Account

326-2024

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	July Session of the July Adjourned	<b>Term. 20</b> 24
County of Boone		
In the County Commission of said county, o	a the 9th day of	July <b>20</b> 24

In the County Commission of said county, on the

24 20

### 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 Dream Tree Academy 573 for Contract C000823 - Passport to the Arts from RFP award 01-13MAR24.

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

Done this 9th day of July 2024.

ATTEST:

Brianna L. Lennon Clerk of the County Commission

Kip K ndrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson District II Commissioner

# **Boone County Purchasing**

Melinda Bobbitt, CPPO, CPPB Director of Purchasing



5111 S. Tom Bass Road Columbia, MO 65201 Phone: (573) 886-4391

### MEMORANDUM

TO:	Boone County Commission
FROM:	Melinda Bobbitt, CPPO, CPPB
DATE:	June 19, 20241
RE:	Award Recommendation from RFP 01-13MAR24 – 2024 Grassroots
	Funding Opportunity: Contract C000823 - Passport to the Arts Program
	with Dream Tree Academy 573

Request for Proposal 01-13MAR24 – 2024 Grassroots Funding Opportunity closed on March 13, 2024. 15 proposal responses were received. Six programs are being recommended for award and are detailed on the attached.

The evaluation committee consisted of Bob Algur, Lynn Barnett, Rodney Dixon, Greg Grupe, Michele Kennett, Connie Leipard, Dr. Wiley Miller, Leigh Spence, and Sebastian Martinez Valdivia. Attached are the evaluation committee's review sheets.

Invoices will be paid from department 2162 –CSF Program Funding, account 71106 – Contracted Services. The total amount funded from this award is \$359,194.50. 13,500,000.00 is budgeted for 2024.

This contract award is for contract C000823 – Passport to the Arts Program with Dream Tree Academy 573 for \$121,000. This program is an arts program to foster creativity and self-expression and includes components aimed at promoting entrepreneurship and financial literacy among youth participants. The program components include music engineering workshops, poetry sessions, dance classes, entrepreneurship and financial literacy, and trips to local museums/galleries.

cc: Proposal File

ATT Evaluation Committee Reports and Score Sheets; Programs Recommended for Award Attachment

06/13/24

RQST DATE

### PURCHASE REQUISITION BOONE COUNTY, MISSOURI

16737	Dream Tree Academy 573	01-13MAR24
VNDR #	VENDOR NAME	BID #

Ship to Dept #:

Bill to Dept #:

Dept	Account	Item Description	Qty	Unit Price	Amount
2162	71106	First Installment Upon Contract Execution	1	\$72,600.00	\$72,600.00
2162	71106	Second Installment - submission of quarterly report	1	\$48,400.00	\$48,400.0
					\$0.0
		Program: Passport to the Arts Program			\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
			4		\$0.0
					\$0.0
					\$0.0
					\$0.0
			GRAND	TOTAL:	121,000.00

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Milil Bobber

**Prepared By** 

**Auditor Approval** 

# Columbia Supreme Case Management for At-Risk Youth

	Score
1. Does the organization show readiness for capacity building to deliver quality services to Boone County residents?	8.00
2. Does the organization have realistic expectations in implementing the proposed program?	7.00
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	8.00
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	8.00
5. Does the organization demonstrate collaboration with other organizations in the community?	7.50
6. Does the organization's leadership and staff represent the community that it proposes to serve?	9.25
7. Does the organization align geographically with the community it serves?	9.00
8. Does the program offer innovative approaches to intervene in localized issues or problems?	6.50
9. Does the organization provide justification in their best and final offer for the type of program and number to be served?	7.00
Score	70.25
Total Score Range	e is 9 - 90

### Strengths

- The organization has been established for some time and continues to grow.
- The organization collaborates with other programs to help benefit the individuals they are serving.
- The director and key staff seem committed to the program and positive outcomes for the children they serve.
- Connecting with students and families through sports is a great way to engage otherwise reluctant students in positive activities and serves a need that is vitally important to the community.
- The program can help kids to focus on healthy activities and improved attendance and academics.
- The proposal is well written and provided clarification to questions.
- The proposal explains how the program can compliment existing programming for the organization.
- The organization explains systems that are in place to ensure funding requirements are met.
- The organization provides transportation through volunteers and has other funding sources which will be used to purchase a van to help eliminate barriers.

- The organization seems to have previous financial challenges and could benefit from improved financial management and oversight of program resources.
- The organization does not have a set location for the program.
- Logistics of providing case management to families could be challenging but it does seem that they need more people to meet the more extensive needs of the students.
- Not specifically a weakness, but a consideration is that school attendance and passing grades would be good to include as part of the evaluation process.
- The vision regarding possible or desired outcomes for the program is unclear.
- The budget provided includes salary for coaching staff without clear explanation of how this would be considered an expense for the proposed program.
- There seems to be a very small staff.
- The Board President is also a paid employee and does not indicate that they would adjust roles.

# Freeair Literacy Foundation

### **Freeair Kids**

	Score
<ol> <li>Does the organization show readiness for capacity building to deliver quality services to Boone County residents?</li> </ol>	2.75
2. Does the organization have realistic expectations in implementing the proposed program?	3.00
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	4.50
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	3.50
5. Does the organization demonstrate collaboration with other organizations in the community?	3.25
6. Does the organization's leadership and staff represent the community that it proposes to serve?	5.25
7. Does the organization align geographically with the community it serves?	5.50
8. Does the program offer innovative approaches to intervene in localized issues or problems?	3.25
9. Does the organization provide justification in their best and final offer for the type of program and number to be served?	2.75
Score	33.75
Total Score Range	e is 9 - 90

### Strengths

- Increasing literacy is an important and admirable goal.
- The organization has access to a lot of books which are provided at no cost to children and youth.
- The organization seems to have good staff available.
- The proposal provided clear information about different aspects of the program.

- The organization did not attend the scheduled interview.
- This proposal did not demonstrate any other sources of funding or collaboration with other nonprofit organizations.
- It is unclear if the van described in the proposed program addresses a need in our community with other free book options already available and seems duplicative of the bookmobile services provided by the public library.
- The program does not seem to address root causes around literacy issues.
- The proposal was written in general terms, with implementation and goals of the program fairly vague.
- There seems to be a lack of direct contact with children and youth to be served by this program.
- As a new program currently not working with any individuals, there was no demonstration of partnerships which provided confidence in the demand/feasibility of it.
- The book clubs hours and locations seem unrealistic or inconvenient for families.
- The funding requested seems to directly benefit the publishing company associated with the foundation.
- It appears funding requested may be used to pay board members,

# Grade A Plus Incorporated

# **Family Leader Support**

	Score
<ol> <li>Does the organization show readiness for capacity building to deliver quality services to Boone County residents?</li> </ol>	7.50
2. Does the organization have realistic expectations in implementing the proposed program?	7.00
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	7.00
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	7.75
5. Does the organization demonstrate collaboration with other organizations in the community?	7.00
6. Does the organization's leadership and staff represent the community that it proposes to serve?	8.25
7. Does the organization align geographically with the community it serves?	8.00
8. Does the program offer innovative approaches to intervene in localized issues or problems?	5.00
9. Does the organization provide justification in their best and final offer for the type of program and number to be served?	6.75
Score	64.25
Total Score Rang	e is 9 - 90

### Strengths

• The organization is established and known in the community for the tutoring services they provide. The organization appears to have funding from other sources.

- The organization demonstrates dedication to providing greatly needed services to the community and successfully serving children in areas which may be underserved.
- Organizational leadership shows efforts to garner a board of directors that can advise and provide oversight.
- Organizational leadership demonstrates ability to talk about their programming and collaborate with other organizations.
- The program seems to have been developed specifically based on needs identified by the organization as an additional layer of support for families which would be more sustainable.

- The organization has successfully been funded by other local funders under their Purchase of Service model, so the need for the capacity building aspects of this funding source is unclear.
- Not specifically a weakness, but something to consider is if a partnership could be built with FACE and others to fill the case management role for families.
- The program appears to be spread over a large geographic area, resulting in a need for transportation. This adds a question if there could be a potentially more efficient use of funds if services were focused on a specific area of the community.
- Delivery of services and approaches to involving a greater number and diversity of students seemed to lack innovative strategies.
- It is unclear if this is something parents are requesting and what amount of participation will occur.
- The indirect cost line continues to be a bit confusing.

# **Magnificent Melanin Misses**

# **Magnificent Melanin Misses Mentoring**

	Score
<ol> <li>Does the organization show readiness for capacity building to deliver quality services to Boone County residents?</li> </ol>	3.00
2. Does the organization have realistic expectations in implementing the proposed program?	3.25
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	5.75
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	3.50
5. Does the organization demonstrate collaboration with other organizations in the community?	3.00
6. Does the organization's leadership and staff represent the community that it proposes to serve?	6.50
7. Does the organization align geographically with the community it serves?	6.50
8. Does the program offer innovative approaches to intervene in localized issues or problems?	3.25
9. Does the organization provide justification in their best and final offer for the type of program and number to be served?	2.75
Score	37.50

### Strengths

- Mentoring is beneficial to young people when done right.
- The program seems to have been developed out of a desire to support youth through mentorship and the director has a good heart to do this work in the community.
- The program currently serves a small group of participants.

- The organization did not follow directions when providing the follow up information requested, which may indicate the program is not ready for this type of funding at this time.
- The organization is relatively new.
- It was difficult to get a full understanding of the program without receiving all responses to written clarification.
- The funding request is extremely high.

# Sophia's Helping Hand

### **Relieve Hunger Program**

1월 57일 1일 1일 1일 2월 57일 2일 11일 15일 2월 51일 1일 2일	Score
1. Does the organization show readiness for capacity building to deliver quality services to Boone County residents?	5.50
2. Does the organization have realistic expectations in implementing the proposed program?	5.50
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	8.25
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	5.50
5. Does the organization demonstrate collaboration with other organizations in the community?	5.50
6. Does the organization's leadership and staff represent the community that it proposes to serve?	8.50
7. Does the organization align geographically with the community it serves?	8.50
8. Does the program offer innovative approaches to intervene in localized issues or problems?	6.00
9. Does the organization provide justification in their best and final offer for the type of program and number to be served?	5.75
Score	59.00
Total Score Range	e is 9 - 90

### Strengths

- The organization has been operating for a while with a limited budget and volunteers.
   It is admirable that this organization appears dedicated to going into communities/neighborhoods to provide food and resources in collaboration with others.
- It appears there is the capacity to expand services.
- Food insecurity is an issue and this proposal helps to address this with a relatively low amount of funding requested which are focused on facility and supply costs rather than salaries.
   The educational component to provide nutritional information to families is a positive piece to the proposal.

- The organization did not clearly explain how the Children's Services Fund would not be used for ineligible adults.
- Given the nature of this program, It is not clear how services provided by this program can be tracked even with the described registration process to collect data.
- It is unclear if the Big Bear location is conducive to this effort.
- Aspects of the organizational structure are confusing given there is another business that is also in the same location.
- It is unclear how families are identified for food delivery or access this program.
- There are collaborations noted but no outside funding efforts are indicated in the budget.
- Not specifically a weakness, but a consideration is that service capacity is not unlimited.
- Some program elements discussed as part of the interview related to nutrition education were not
  originally described in the proposal and the written clarification response lacked details.
- There are existing programs that incorporate healthy eating nutrition education.

### DocuSign Envelope ID: C6FB8991-42E5-4361-8B5B-AD2AC322C886

# The Heriford House Foundation

# Therapy Has No Limits

6.75
5.75
7.00
6.75
5.25
7.00
6.25
5.25
6.75
56.75

## Strengths

• A dedicated and enthusiastic organizational leadership seems to have a passion to serve children and families that are financially unable to receive services.

- The Heriford House is an established organization which has been providing services in the community with needed therapist diversity.
- The organization is providing therapy to youth and families, which is always needed.

## Weaknesses

- The blending, yet separateness of The Heriford House Counseling Center and The Heriford House Foundation is confusing. It is unclear how all the requirements of the Children's Services Fund can be met with a shared intake process.
- The budget amounts seem too expensive for what is being proposed.
- The program seems like it would be a better fit under a Purchase of Service model.
- Not specifically a weakness, but a consideration is the need to recognize the limitations of counseling and psychotherapy.
- There are other organizations in the community which are able to provide therapy to those that are uninsured or underinsured.

# Youth Empowerment Collective, Inc.

# Positive Impact Empowerment (females); Bro Code (males)

	Score
<ol> <li>Does the organization show readiness for capacity building to deliver quality services to Boone County residents?</li> </ol>	3.25
2. Does the organization have realistic expectations in implementing the proposed program?	3.00
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	5.25
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	5.25
5. Does the organization demonstrate collaboration with other organizations in the community?	3.50
6. Does the organization's leadership and staff represent the community that it proposes to serve?	7.00
7. Does the organization align geographically with the community it serves?	6.50
8. Does the program offer innovative approaches to intervene in localized issues or problems?	2.75
9. Does the organization provide justification in their best and final offer for the type of program and number to be served?	3.25
	39.75
Total Score Rang	e is 9 - 90

## Strengths

- The organization seems to be the brainchild of leadership with dedication and a heartfelt desire for the director to work in this area.
- Organizational leadership seems to demonstrate positive relationships with students at the school where the program currently takes place.
- The organization provides mentoring to youth, which is often beneficial as students need adults who care.
- The organization currently serves several youth.
- The organization seems to be working to develop partnerships to further support this program.

## Weaknesses

- The organization seems to have very little infrastructure in place to make sure the deliverables would be met for the amount of funding requested.
- More specific information about other funding sources was needed.
- The organization appears to only be serving students at one school and has not been in operation for very long.
- It is unclear how long it would take to shift from the existing program format to the one on one mentoring proposed.
- It is unclear if the depth and vision are fully developed beyond an idea into a program which is ready for this type of funding.
- The organization did not participate in either interview that was scheduled for them.
- The organization is not currently recognized as a 501(c)3 and does not meet eligibility for funding at this time.

# **Evaluator Signatures**

DBAA928FB40448D	Connie Leipard	5/15/2024
Signature	Name	Date
Ligh Spence 450A59A8325D4B3	Leigh Spence	5/15/2024
Signature	Name	Date
F714C74F174D4C1	Lynn Barnett	5/16/2024
Signature	Name	Date
Wiley Miller FFC1C238C801448	Wiley Miller	6/5/2024
Signature	Name	Date
Michele bernutt 48A82151E111416	Michele Kennett	5/17/2024
Signature	Name	Date



# AGREEMENT FOR PURCHASE OF SERVICES 2024 Grassroots Funding Opportunity Passport to the Arts Program

<sup>9th</sup> **THIS AGREEMENT**, Boone County Contract **# C000823**, dated the \_\_\_\_\_\_ day of <sup>July</sup>, 20<sup>24</sup> 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 **Dream Tree Academy 573** a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **Dream Tree Academy 573**.

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, Dream Tree Academy 573 has submitted a complete Request for Funding Proposal Application to the BCCSB detailing the services and other supports to be provided; and

WHEREAS, the BCCSB has approved the Request for Funding 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 DREAM TREE ACADEMY 573

The purpose of this contract is to build capacity for Dream Tree Academy 573 to provide the services contemplated herein. Dream Tree Academy 573 shall only request reimbursement for expenses not reimbursable by any other source Dream Tree Academy 573 shall not invoice the Children's Services Fund for expenses invoiced to another funding source. Dream Tree Academy 573 shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

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

2. **Contract Documents.** Dream Tree Academy 573 will perform the services and carry out the activities as set forth in this agreement. This agreement shall consist of the Request for Proposal **#01-13MAR24** (2024 Grassroots Funding Opportunity), any addenda, the Dream Tree Academy 573's response to the County of Boone's Request for Proposal, Requests for Clarification, responses to Requests for Clarification, Requests for Additional Information, and Best and Final Offer Responses. 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 Dream Tree Academy 573's Proposal, any addenda, the Dream Tree Academy 573's response to the Request for Proposal, Request for Clarification, responses to the Request for Clarification, Requests for Additional Information, and Best and Final Offer Responses.

3. **Purchase.** The BCCSB agrees to purchase from Dream Tree Academy 573 and Dream Tree Academy 573 agrees to furnish the **Passport to the Arts Program** for children and youth nineteen years of age or less and their families, as described and in compliance with the original Request for Proposal and as presented in Dream Tree Academy 573's response. Services/deliverables shall be provided as outlined in the attached proposal response(s). The total allowable compensation under this agreement shall not exceed **\$121,000.00** 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 upon date of contract execution and extend through December 31, 2024 subject to the provisions for termination specified below. Dream Tree Academy 573 agrees and understands that the BCCSB may require supplemental information to be submitted at the request of BCCSB.

This contract may at the sole discretion of the BCCSB and with the agreement of Dream Tree Academy 573 be renewed for **three additional one-year periods**. The first one-year renewal period shall begin on January 1, 2025 and extend through December 31, 2025 for a total allowable compensation that shall not exceed **\$172,500.00**. Dream Tree Academy 573 agrees and understands that the County may require supplemental information to be submitted by Dream Tree Academy 573 prior to any renewal of this agreement.

5. **Billing and Payment.** For the Request for Proposal #01-13MAR24 (2024 Grassroots Funding Opportunity), the payments to Dream Tree Academy 573 will be made in installments for the first six-month contract as provided in the table below.

Installment	Amount
First Installment - upon contract execution	\$72,600.00

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Second Installment – submission of quarterly report	\$48,400.00	

If the contract is renewed for the first full year renewal period, the payments to Dream Tree Academy 573 will be made in four installments as provided in the table below.

Installment	Amount
First Installment – submission of 2024 Year End Report	\$43,125.00
Second Installment – submission of 2025 first quarter report	\$43,125.00
Third Installment – submission of 2025 Interim Report	\$43,125.00
Fourth Installment – submission of 2025 third quarter report	\$43,125.00

The BCCSB agrees to pay all invoices within thirty days of receipt of a correct and valid invoice. 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 Dream Tree Academy 573, 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 the utilize the Request for Proposal **#01-13MAR24** (2024 Grassroots Funding Opportunity), any addenda, the Dream Tree Academy 573's response to the Request for Proposal, Request for Clarification, responses to the Request for Clarification, Requests for Additional Information, and Best and Final Offer Responses, as submitted by Dream Tree Academy 573 to monitor service delivery and program expenditures. Dream Tree Academy 573 agrees to submit to the BCCSB the following reports:

- a. First six-month contract period (contract execution through December 31, 2024):
  - a. Quarterly Report for the period starting upon the contract execution date through September 30, 2024. Dream Tree Academy 573 agrees to submit the Quarterly Report by October 25, 2024.
  - b. Year End Report for the period starting upon the contract execution date through December 31, 2024. Dream Tree Academy 573 agrees to submit the Year End Report by January 31, 2025.
- b. First full year renewal period (January 1, 2025 through December 31, 2025): An Affirmative Action/Equal Opportunity Employer

- a. First Quarter Report for the period of January 1, 2025 through March 31, 2025. Dream Tree Academy 573 agrees to submit the First Quarterly Report by April 18, 2025.
- b. Interim Report for the period of January 1, 2025 through June 30, 2025.
   Dream Tree Academy 573 agrees to submit the Interim Report by July 31, 2025.
- c. Third Quarter Report for the period of January 1, 2025 through September 30, 2025. Dream Tree Academy 573 agrees to submit the Third Quarter Report by October 17, 2025.

Variations on these dates may be requested by Dream Tree Academy 573 and, if so stipulated, are noted on this contract document. Payments may be withheld from Dream Tree Academy 573 if reports designated here are not submitted on time, until such time as the reports are filed and approved. Reporting requirements will include but are not limited to information regarding agencies' accounting of funds, progress of implementing the contract program, outcomes and indicators, client demographic information, and other information and data deemed appropriate by the BCCSB. Dream Tree Academy 573 agrees to submit its reports through the format as requested.

8. *Audits*. Dream Tree Academy 573 also agrees to make available to the BCCSB a copy of its annual audit or third-party financial review within four months after the close of Dream Tree Academy 573's fiscal year. The audit or financial review must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit or financial review 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 or financial review as it relates to BCCSB program activities be made available to BCCSB as part of the required audit or financial review. Payment may be withheld from Dream Tree Academy 573, 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. *Monitoring and Possible Reimbursement to BCCSB*. Dream Tree Academy 573 agrees to permit the BCCSB, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the BCCSB to monitor, survey and inspect Dream Tree Academy 573's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, Dream Tree Academy 573 hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the BCCSB or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CSF funds and all other matters set forth in the contract. In the event that Dream Tree Academy 573's records show that the

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Dream Tree Academy 573's programs have excess revenue over documented expenses, or contain billing errors, then Dream Tree Academy 573 may be required to reimburse any excess payments made by BCCSB in an amount determined by BCCSB.

10. *Modification or Amendment*. In the event Dream Tree Academy 573 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 Dream Tree Academy 573 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

11. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Children's Services Fund shall be investigated in accordance with Dream Tree Academy 573's policies and procedures and in accordance with any local/state/federal regulations. Dream Tree Academy 573 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. Dream Tree Academy 573 must comply with Missouri law regarding confidentiality of client records.

12. **Discrimination**. Dream Tree Academy 573 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.

13. **CSF to be used for Services Provided.** Dream Tree Academy 573 agrees that the CSF funds shall be used exclusively for the services provided to children and youth 19 years of age or less and their families and for administrative costs directly related to Dream Tree Academy 573's provision of such services.

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

15. **Conflict of Interest.** Dream Tree Academy 573 agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and Dream Tree Academy 573, and this shall include any transaction in which Dream Tree Academy 573 is a party, including the subject matter of this contract. An Affirmative Action/Equal Opportunity Employer Missouri law, as this term is used herein, shall define "Conflict of Interest". Any member of the Dream Tree Academy 573's Board of Directors who also has an employment relationship with Dream Tree Academy 573 shall disclose that relationship to the BCCSB and the BCCSB will be required to approve that arrangement prior to Dream Tree Academy 573 receiving funding under this Agreement.

16. **Subcontracts.** Dream Tree Academy 573 may enter into subcontracts for components of the contracted service as Dream Tree Academy 573 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, Dream Tree Academy 573 shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

17. *Employment of Unauthorized Aliens Prohibited*. Dream Tree Academy 573 agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Dream Tree Academy 573 shall require each subcontractor to affirmatively state in its Agreement with the Dream Tree Academy 573 that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Dream Tree Academy 573 a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

18. *Litigation*. Dream Tree Academy 573 agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against Dream Tree Academy 573 or any individual acting on the Dream Tree Academy 573's behalf, including subcontractors, which seek to enjoin or prohibit Dream Tree Academy 573 from entering into this contract agreement of performing its obligations under this agreement.

19. **Board Ownership.** If Dream Tree Academy 573 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 Dream Tree Academy 573 no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, Dream Tree Academy 573 will need BCCSB approval to re-direct the use of such.

20. *Failure to Perform/Default*. In the event Dream Tree Academy 573, at any time, fails or refuses to perform according to the terms of this contract, as determined by the BCCSB, such failure or refusal shall constitute a default hereunder, and the BCCSB will be relieved of

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any further obligation to make payments to Dream Tree Academy 573 as set out herein. This contract will be terminated at the option of the BCCSB.

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

a. 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 Dream Tree Academy 573 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, Dream Tree Academy 573 shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. BCCSB shall reimburse Dream Tree Academy 573 for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

22. **Boone County Insurance Requirements:** Dream Tree Academy 573 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.

a. **Compensation Insurance:** Dream Tree Academy 573 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, Dream Tree Academy 573 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 Dream Tree Academy 573. b. 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.

c. **Comprehensive General Liability Insurance:** Dream Tree Academy 573 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 - Dream Tree Academy 573 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.

Dream Tree Academy 573 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 Dream Tree Academy 573 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 the Dream Tree Academy 573.

d. **Professional Liability Insurance:** Dream Tree Academy 573 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.

e. **Commercial Automobile Liability:** Dream Tree Academy 573 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 Dream Tree Academy 573's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

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**Proof of Carriage of Insurance:** Dream Tree Academy 573 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.

Indemnity Agreement. To the fullest extent permitted by law, Dream Tree Academy 573 shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Dream Tree Academy 573, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Dream Tree Academy 573 or a subcontract for part of the services), of anyone directly or indirectly employed by Dream Tree Academy 573 or by any subcontractor, or of anyone for whose acts as Dream Tree Academy 573 or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Dream Tree Academy 573 to indemnify, hold harmless, or defend the County of Boone from its own 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.

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 5551 S. Tom Bass Road Columbia, MO 65201

23. **Publicity by Dream Tree Academy 573.** Dream Tree Academy 573 shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. Dream Tree Academy 573 will acknowledge the BCCSB as a funding source whenever publicizing CSF funded programs. Dream Tree Academy 573 will collaborate An Affirmative Action/Equal Opportunity Employer

with the BCCSB to inform the community about the ways its tax dollars are being invested in services and supports. Dream Tree Academy 573 agrees to acknowledge the Children's Services Fund as a funding source in presentations and on written and electronic publications including brochures, annual reports, and newsletters.

24. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the BCCSB and Dream Tree Academy 573. The BCCSB does not recognize any of the Dream Tree Academy 573's employees, agents, or volunteers as those of the BCCSB.

25. **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.

26. *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.

27. **Record Retention Clause.** Dream Tree Academy 573 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.

28. *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 Dream Tree Academy 573 shall be mailed or delivered to:

Dream Tree Academy 573 Raymond Hall 606 Ridgeway Ave, Suite 103 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.

**Dream Tree Academy 573** 

DocuSigned by: Raymond Hall -680884923493407... By:

Signature

Raymond Hall

By:

Printed Name/ Title

APPROVED AS TO FORM:

DocuSigned by: at. 7D71DEAEB9D74DD **Boone County, Missouri** 

By: Boone County Commission

DocuSigned by:

Kip Kendrick, Presiding Commissioner

By: Boone County Children's Services Board

Ligh Spina

Leigh Spence, Board Chair

### ATTEST:

DocuSigned by:

Brianna Llennon -D267E242BFB948C...

CJ Dykhouse, County Counselor

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 Riemen by >s E3D6F2FD3CE04B1	6/26/2024	2162 / 71106 / \$121,000.00

Signature

Date

**Appropriation Account** 

An Affirmative Action/Equal Opportunity Employer

327-2024

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI County of Boone	July Sess	ion of the Jul	y Adjourned		<b>Term. 20</b> 24
In the County Commission of said	county, on the	9th	day of	July	<b>20</b> 24

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

Now on this day, the County Commission of the County of Boone does hereby approve a Request by T-Vine Development Group to rezone from Single-Family Residential (R-S) and Agriculture 2 (A-2) to Two-Family Residential (R-D) on 4.21 acres located at 8155 N North Browns Station Rd.

Done this 9th day of July 2024.

ATTEST: INA

Brianna L. Lennon Clerk of the County Commission

Kip Kendrick Presiding Commissioner

US

Justin Aldred District I Commissioner

Janet M. Thompson District II Commissioner

## Staff Report for County Commission RE: P&Z Agenda Items July 2, 2024

## **T-Vine-Settlers Ridge Rezoning**

The Planning and Zoning Commission conducted a public hearing on this request at its June 20, 2024 meeting and issued a recommendation for approval of the rezoning on a 9-0 vote.

The property is located at the southwestern corner of Ketterer Road and Brown Station Road, approximately 1.3 miles north of the City of Columbia. The property is currently undeveloped and is composed of a 3.03-acre lot and four lots that are each roughly <sup>1</sup>/<sub>4</sub> acre in size. The properties have three zonings among them, the 3.03-acre lot is zoned Agriculture 2, the three northernmost small lots are zoned Two-Family Residential (R-D), and the southernmost small lot is zoned Single-Family Residential (R-S).

Zoning around the subject properties is as follows:

North – Agriculture 2 (A-2) South – Single-Family Residential (R-S) East – A-2 West – Planned Two-Family Residential (R-DP)

This proposal intends to rezone 1,053 square feet of the A-2 lot and 2,147 square feet of the R-S lot to Two Family Residential (R-D). These rezonings will allow for reconfiguration of the existing R-D lots from three lots to four lots and enable construction of four duplexes.

The Boone County Master Plan has designated this area as being suitable for rural residential & agricultural land uses. The sufficiency of resources test was used to analyze this request.

Utilities – The subject property is in Public Water Service District #4, the Boone Electric Cooperative service and the Boone County Fire Protection District. Utility services to meet the needs of this rezoning have been constructed as components of earlier phases of the Settlers Ridge development plan.

Transportation – The properties have frontage on Ketterer Road and North Brown Station Road. Both Ketterer and North Brown Station have been improved during earlier development phases of Settlers Ridge development plan to mitigate traffic impacts.

Public Safety – The nearest Boone County Fire Protection District Station is located approximately 2 <sup>1</sup>/<sub>4</sub> miles away, on State Route HH, east of the subject property.

Zoning Analysis – This request is a minor modification of the existing development to accommodate the creation of an additional lot with the correct zoning. While it does trim a small amount of property from a common lot, the use of that lot is unimpaired. Similarly, trimming a small portion of property from the R-S-zoned lot to the south does not restrict its ability to be developed. This is an uncomplicated request, with limited impact on the surrounding properties.

The property scored 71 points on the rating system

Staff recommended Approval of the request.

-2024

# **CERTIFIED COPY OF ORDER**

	July Session of the July Adjourned						
County of Boone	$\mathbf{x} = \mathbf{x}$						
In the County Commission of said county, on the	9th	day of	July	20	24		

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 Quit-Claim Deed, relating to the road vacation of the old alignment of Peabody Road.

The Presiding Commissioner is authorized to execute the Quit-Claim Deed on behalf of Boone County.

Done this 9th day of July 2024.

ATTEST:

Brianna L. Lennon Clerk of the County Commission

Kip Kendrick Presiding Commissioner

MA Justin Aldred

District I Commissioner

Janet M. Thompson District II Commissioner

## **QUITCLAIM DEED**

THIS DEED, made and entered into this 2<sup>th</sup> day of 2024, by and between, Boone County, Missouri, a political subdivision of the State of Missouri, through its County Commission, herein Grantor, and R. Garland Shern, Trustee of The R. Garland Shern Revocable Trust Dated September 22, 2003, herein Grantee. Grantee's mailing address: 752 E Peabody Road, Columbia, Missouri 65202.

WITNESSETH, that the said Grantor, for and in consideration of the sum of ten dollars and other valuable consideration paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release and forever quitclaim unto the Grantee, the following described real estate situated in the County of Boone, in the State of Missouri to-wit:

### SEE ATTACHED EXHIBIT "A" (2 PAGES)

**TO HAVE AND TO HOLD** the same together with all rights, immunities, privileges and appurtenances to the same belonging unto the said Grantee, and to their heirs and assigns forever; so that neither the Grantor nor said Grantor's heirs nor any other person or persons for them or in their name or behalf shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and everyone of them shall, by these presents, be excluded and forever barred.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand by duly authorized signatory the day and year first above written.

ATTEST

Brianna Lennon, County Clerk

**BOONE COUNTY, MISSOURI** 

lrick, Presiding Commissioner

State of Missouri ) ) ss County of Boone )

On this day of 2024, before me personally appeared Kip Kendrick, to me known to be the duly elected Presiding Commissioner of the County Commission of Boone County, Missouri and person described in and who executed the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein stated on behalf of said County as authorized signatory for the County Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Boone and State aforesaid, the day and year first above written.



Jodi Kenee Notary Public

# EXHIBIT "A" (PAGE 1 OF 2)

A TRACT OF LAND LOCATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACTS DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 462, PAGE 380, SHOWN BY FINGER LAKES ACRES, RECORDED IN PLAT BOOK 15, PAGE 54 AND PART OF THE QUIT-CLAIM DEEDS RECORDED IN BOOK 511, PAGES 441 AND 442, ALL OF THE BOONE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE ABOVE DESCRIBED TRACT THAT IS BOUNDED ON THE WEST BY THE EAST LINE OF U.S. HIGHWAY 63 RIGHT-OF-WAY DESCRIBED BY THE REPORT OF COMMISSIONER RECORDED IN BOOK 1131, PAGE 683, ON THE NORTH BY THE NORTH LINE OF THE FIRST DESCRIBED TRACT IN SAID QUIT-CLAIM DEEDS RECORDED IN BOOK 511, PAGES 441 AND 442 AND A LINE THAT IS THIRTY-THREE (33) FEET SOUTH OF THE CENTERLINE OF PEABODY ROAD, ON THE EAST BY THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER AS SHOWN BY THE SURVEY RECORDED IN BOOK 5068, PAGE 157 AND ON THE SOUTH BY THE SOUTH LINE OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 462, PAGE 380 AND CONTAINING 2.6 ACRES MORE OR LESS.

### ALLSTATE CONSULTANTS LLC

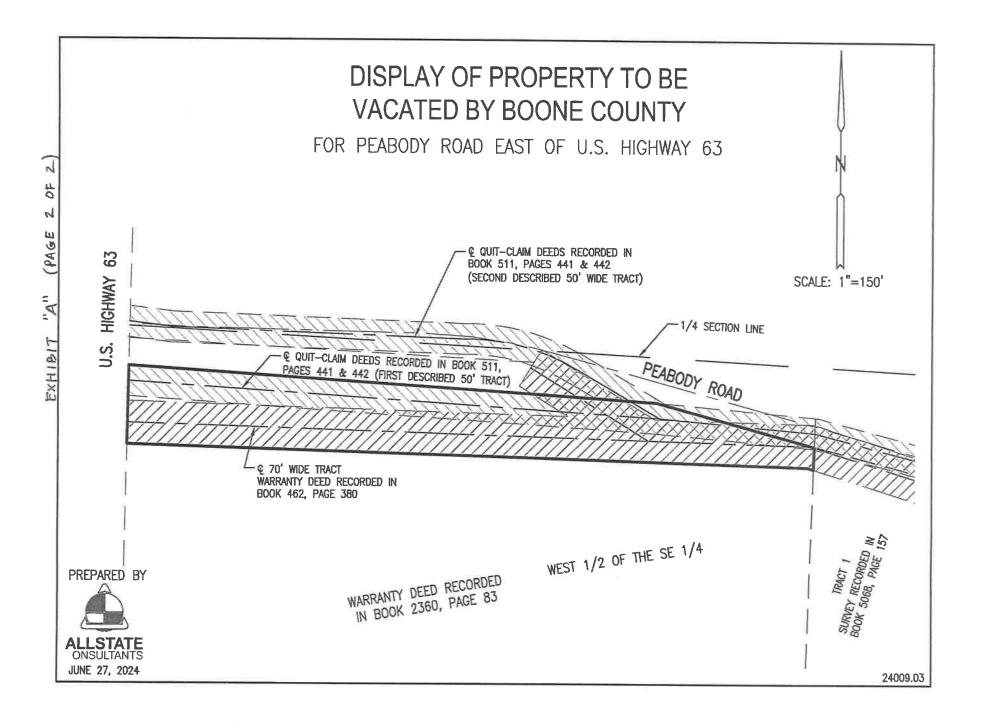
PROPERTY DESCRIPTION FOR PREVIOUS PEABODY ROAD LOCATION VACATION LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 63 IN SECTION 36-50-13 JOB 24009.03 JUNE 27, 2024



3312 LEMONE INDUSTRIAL BLVD. COLUMBIA, MO 65201 573-875-8799 ALLSTATE CONSULTANTS LLC MO PROFESSIONAL LAND SURVEYING CERTIFICATE OF AUTHORITY #2007000167 JAMES R. JEFFRIES NUMBER LS-2500 JAMES R. JEFFRIES, NLS-2500

JUNE 27,2024

DATE



2024

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	July Session of the July Adjourned	<b>Term. 20</b> 24
County of Boone		
In the County Commission of said county, on	the 9th day of July	<b>20</b> 24

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 for unspent SCCG Funds 2023.

Done this 9th day of July 2024.

ATTEST: Anon.

Brianna L. Lennon Clerk of the County Commission

Kip Kendrick Presiding Commissioner

Justín Aldred District I Commissioner

Janet M. Thompson District II Commissioner

### **BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT**

6/18/24 EFFECTIVE DATE

#### FOR AUDITORS USE

Dopt Account		Fund/Dept Name	Account Name	(Use whole S Transfer From Docrease	\$ amounts) Transfer To Increase
253	3451	GF Sherlff's Grants	Revenue		18.414
1253	23850	GF Sheriff's Grants	Minor Equip		1.482
1253	37200	GF Sheriff's Grants	Training		Б,272
1253	92301	GF Sheriff's Grants	Repl. Computer Hardware		5,398
1253	91300	GF Sherlff's Grants	Mach & Equip		6,262
					36,82

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 budget unspent award due to our 3rd Investigator being hired in October 2023. Salary savings from June - Oct 2023.

**Requesting Official** TO BE COMPLETED BY AUDITOR'S OFFICE A schedule of previously processed Budget Revisions/Amendments is attached

The fund-solvency schedule is attached. SCCG 2023

Auditor's Office

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONE DIST RICT II COMMISSIONER

HUDGET AMENDMENT PROCEOURES

 County Clerk school by 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 Amondment.

 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 6 days public notice of the Public Hearing NOTE: The 10-day period may not be waived. The Budget Amendment may not be approved onor to the Public Hopring Į.

C:\Shared\Deeklop\Budget Amendment Form

#### SOCG GRANT BREAKOUT

									MAY Clear up	Clean us TOTAL	10 miles	CARACTURE
ESTIGATORS	\$	173,355,39	:	\$ 29,795.31	\$	57,319.20		\$ 47,032.88	\$ 39,208.00	\$ 171	355.39	5 0.00
DTAL	5	173,856.35 5 5	5	\$ 29,795.81 5		57,329.20 \$	S	5-0,002.85 5	5 58,708.03 5	- 5 - 51m	15.19	
			,					and the second s	230,98 W 3	3 7 1944	210.02	s: 0.00
2713	\$	46,158.47	:	\$ 7,569,61	5	14,702.32		\$ 19,967.19	\$ 3,919,35	\$ 46	158.47	5 0.00
IOTAL	3	46,138,47 5 5	5	\$ 7360.62 \$		14703.12 5 .	3	a long the second	Contra manifest in the	1	- in it	
S Training Pass	5	5,271 50		a spense a		5 15 COLDE 31 -	S 19	\$10,967.19 5	\$ 2,9211.35 5	5 45	151.43	0000
		2								2	- 1911 - 2	5,271.30
TOTAL	- 5	5,271.50 5 - 5	· · · · · · · · · · · · · · · · · · ·	5	6 6	5 - 5 - X	4	5 5			-	6.271.50
puters	\$	5,518.00				A CONTRACTOR OF THE		A CONTRACT OF A			and the second	5,518.00
Xer Licker	\$	6,109.00									12	616900
TOTAL	3	13,687.00 5 - 5	5 1	5. 1 3 . 1	5 . 3	1 1 1	3	5		5 - 5	-	11.887.50
Figital Evidence License renewal	5	1,649.00		2 - V - 16	5	1,646.00					649.00	
ebrite UFED Litzmate LR	\$	6,450.00						\$ 6,450,00			450.00	
ebrite UFED Ultimate LR	5	3,661.46			\$	3.661.46					661.46	
ibrite UFED Ditimate LR	5	3,661,46			Ś	3,661,46					561.46	
ata	.5	499.95			s	499,95					499.95	
shile		30,795.00			\$	30,795,00					795.00	
inye Analyze Di Pro LR	:\$	2,290,00						\$ 2,290.00			290.00	
ent AGOM Goud renewal	.\$	4,345.00			\$	4,345.00					345.00	
net AROM LR	-\$	4,000.00						\$ 4,000.00			000,000	
net AXIOM New	5	4,025.00			\$	4,025.00					025.00	
ware Kit LR	3	595,00			Ś	595.00					595.00	
arí Recom LR	5	449.57							\$ 449.67		449.57	
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\$ 301,102.00 TOTAL

\$ 37,688,52 \$ \$ \$ 121,468.37 \$ ~ \$ \$ 79,740.07 \$ ~ \$ 43,577.02 \$ \$ ^ \$ 262,468.38 \$ 18,602.62

# 2024-SCCG-001 - 2024 SCCG Boone County Sheriff's Office Cyber Crimes Task Force - 2024

### Claim Detalls

Funding Opportunity: Program Area: Status: Cleim Number: Cleim Type: Reporting Period: Finel Request: Fundad: Batch Name; Vendor Number; Check Number; Peld Date: Invoice Number;

Initial Submit Date; Initially Submitted By: Leat Bubmit Date; Leat Submitted By: Approved Date;

## Contact Information

Primary Contact Information

Name:

Job Title\*: Email\*: Mailing Address\*;

Phone\*:

Fax:

Organization Information

Applicant Agency\*: Organization Type\*: Organization Webelte: Federal Tax ID#\*: DUN8 #:

Unique Entity ID': 8AM/CCR CAGE Code:

Malling Address\*:

154273-2024 State Cyber Crime Grant SCCG State Cyber Crime Grant Editing 005 Other 08/01/2024 - 08/21/2024 Yes

State Agencies Only! Drop first 3 digits of number, Leave blank if there is not an involce numberi

Finsi Nama Last Nama Investigations Lieulenant bshoa@boonecountymo.org 2121 E County Dr

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1. 14

Selutation Britt

 Columbia
 Milesourt
 85202

 Cily
 State/Province
 Postal Code/2tp

 (573)
 875-1111
 8254

 (573)
 874-8953
 5

Boone County, Cyber Task Force Government http://www.showmeboone.com 436000049 02 9 digits (no hyphen) Tex ID Extension 182739177 9-digit numbor GKUHNLX9MJJ3 4KKC8 09/20/2024 Velid Until Date 801 E. Walnut Stroot

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County":	Boons			
Congressional District*:	0.1			
congressional District-:	Q4			
	Hold (CTRI	Le to add addH	ionul districts	
Phone*:	(573) 888-	4305 Ext.		
	110.000.00			
	141 H-114 H-140	1000		
Pex:	(873) 886-	4311		
	(1)( <b>1-3</b> 58-54	and in		

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## Detail of Expenditure

Detail of Expenditures

Budget Line Label	Payee	Description	Quantity	Unil Cost	Expense Total	Federel Amount Requested Involce #	Invoice Date	Gheck/EFT Number	Check Dale
Budget-Travel Training	Commerce Bank/SANB Inelitute	Training AS Windows Forensic Analysis, GCFE Certification	1,00	\$5,271.50	\$5,271,50	\$5,271.50 EC00372818	08/16/2024	ACH Advanced Payment	06/18/2024
			000000000			\$5,271,60	-1/=	******	
Budgot-Computer	Commerce Bank/Amazon	Investigative computers	2,00	\$2,699.00	\$5,398.00	\$5,396.00 114-9657241 4272260	3- 06/11/2024	ACH Advanced Payment	06/11/2024
		a et al an	16 ws w w st v			\$5,398,00		1.00.0.00000000000000000000000000000000	
Budgel-Blocker Locker 7	Commerce Bank/Merskal LLC DBA MOS Equipment	Mission Darkness Blocker Locker 7	1.00	\$0,261.37	\$6,261.37	\$8,251.37 639521	08/11/2024	ACH Advancad Payment	08/11/2024
·	- 10-11-11 i.		and the second second		b - m + m + m = -	\$6,251.37			
Budget-3 Supplies/Operations	Commerce Bank/Amazon	Logitech Mouse	1.00	\$30.60	\$30,60	\$30.60 114-347406 0826623	2- 00/11/2024	ACH Advanced Payment	Q6/11/2024
Budget•3 Bupplies/Operations	Commerce Bank/Amazon	Logitsch Keyboard + shipping	1,00	\$54,03	\$54.03	561.02 114-347405 0828623	2- 06/11/2024	ACH Advenced Payment	06/11/2024
Budgel-3 Supplies/Operatione	Commerce Bank/Amezon	258 GB USB Drives	5.00	\$24,99	\$124,95	\$124,95 114-347406: 0626823	2- 06/11/2024	ACH Advanced Payment	06/11/2024
Budget-3 Bupplies/Operations	Commerce Bank/Amszon	STB HDD	5,00	\$128,29	\$841,46	\$641,48 114-347408 0826623	2- 08/11/2024	ACH Advanced Payment	06/11/2024
Budgat-3 Supplies/Operatione	Commerce Bank/Amezon	USB Bluetooth Adapter	1.00	\$26,15	\$26,15	\$26,15 114-521646 2389843	7= 06/11/2024	ACH Advanced Payment	D6/11/2024
Budget-3 Supplies/Operations	Commerce Bank/Amazon	Computer monitor	1.00	\$348,52	\$348.62	\$348,52 05/11/2024	114• 8236189• 1189088	ACH Advanced Payment	06/11/2024
Budget-3 Supplies/Operations	Commerce Bank/Amazon	Boss Wireless Headphones	1.00	\$249.00	\$249,00	\$249.00 114-609628 0821831	4- 08/11/2024	ACH Advanced Payment	06/11/2024
	10.00000000000000000000000000000000000	encander intera	al-car	(8.8 million (1)) (100 million		\$1,481,69	199		181 - 178 Artes
(+0)T(a) are to the data of a		and determined in		(		and the second sec		11	(المعرفاتهم)
						\$18,412,68			
Reimbursement									
Budget Category	Detalla	Subawa	rd Budgel	Expense	s This Period	Prior Expenses (Paid)	Total A	vallable Bala	nce (Unpaid)
Budget 1 Salary	1001 4 8-1								
2 Benefits	1001 1 Salary		73,355.39		\$0,00				\$0,00
e mai(a)/f0	2001 2 Benefils	\$	48,158.47		\$0.00	546,158.47	\$48,159,47		\$0,00
Travel Training	9001 Travel Trainin		\$5,271.50		\$5,271.60	\$0.00	\$5,271.50		\$0.00

Budget Category	Detella	Subaward Budget	Expenses This Period	Prior Expenses (Paid)	Totel	Available Belance (Unpold)
Computer	10001 Computer	\$5,398.00	\$5,398.00	\$0,00	38,398,00	\$0.00
Blocker Locker 7	10002 Blocker Looker 7	\$6,261.37	\$6,261.37	\$0,00	\$6,261.37	\$0.00
3 Supplies/Operations	11001 3 Supplies/Operations	\$84,460.22	\$1,474.70	\$62,985,52	\$64,460.22	\$0.00
		\$300,904,95	\$18,405,57	\$282,499.38	\$309,904.95	\$0.00
Total	*****	\$300,904.95	\$18,405,57	\$262,499,38	\$300,904.95	\$0.00

8 - R - P

# Equipment Inventory

#### Equipment

Do you have any equipment in your claim?\*: Yes

Equipment Detail

Requesting Organization	1 County	Year	Menufacturer	Model		identification #(a)	Source of Funding	Titis Holder	Date of Delivery	Guantity	Itom I	% of Federal Participation In the cost	Physical	Usa	Readinese Condition
Boons County Sheriffs Offics	Boone	2024	Allehware	Aurona- R16 D30M	-	6PF8Q24, BKF8G24	Stato Cyber Grimes Grant	N/A	06/13/2024	2	\$2,699.00	100.00%	2121 E County Drive Columbia, MO 65202	Regional	Mission Cepsble
Boone Gounty Sherfff's Office	Baone		Mission Darkness	Blocker Locker 7	evidence	Will provide a number at a later date		NIĂ	06/20/2024	4	\$6,201.37	100,00%	2121 E County Drive Columbia, MO 66202	Regional	Mission Capeble

### Attachments

Description	File Name	Туре	Size	Upload Date
Attachments for stalm submitted 06/18/24	Attachmente for extra expanditures.pdf	pdf	395 KB	06/16/2024 12:16 PM

Budget Category	Detalla	Subaward Budget	Expanses This Period	Prior Expenses (Paid)	Total	Available Balance (Unpaid)
Computer	10001 Computer	\$5,398.00	\$5,398.00	\$0,00	\$5,398.00	\$0.00
Blocker Locker 7	10002 Blocker Looker 7	\$8,261.37	\$6,261.37	\$0.00	\$8,281.37	\$0.00
3 Supplies/Operations	11001 3 Bupplies/Operations	\$84,480.22	\$1,474,70	\$82,985,52	\$64,480.22	\$0,00
		\$300,904,95	\$18,405,87	\$282,498.38	\$300,904.95	\$0.00
Total		\$300,904.95	\$18,405.57	\$282,499,38	\$300,904.95	\$0.00

Equipment Inventory

and a first strategy (4, 20 p. 20) and a strategy (4, 20 p. 20) and the strategy (4, 20 p. 20) and

## Equipment

Do you have any equipment in your claim?\*: Yes

Equipment Detail

Requesting Organization	Gounty	Ypar	Manufaolurer	Model	Description	identification #(=)	Source of Funding	Title Holder	Date of Delivery		Item	% of Federal Participation In the cost	Physical	Use	Readinese Condition
Boone County Sheriff's Office	Boone	2024		Aurora- R18 D30M		5PF8G24, 8KF8G24	Stato Cyber Crimes Grant	N/A	08/13/2024	2	\$2,699.00		2121 E County Drive Columbia, MO 65202	Regional	Mission Capable
Boone County Sheriff's Office	Воспе			7	evidence			NA	06/20/2024	1	\$ <del>6</del> ,261,37	100,00%	2121 E County Drive Columbia, MO 85202	Regional	Mission Gapable

### Attachments

187 241		ίά.	540	ũ	2
Description	File Name		Туре	Size	Upload Date
Attachments for staim submitted 06/18/24	Attachments for extra expenditures.pdf		pdf	395 KB	06/18/2024 12:16 PM

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Phone\*: Fax: (573) 866-4305 Ext, perf.com.enan (573) 886-4311

#### Justification

Design Many with the second se

#### Justification

Please explain the reacon 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.

After our last claim, The Task Force is showing unspent funds as follows:

\$18,935.09 in Salary

\$267.53 In Benefits

\$18,802.62 Total

The reason for these unspent funds is because we had an unfilled position for part of the grant cycle. This grant cycle we asked for and were approved for a new position. We did not learn that the new position was approved until we received our grant award letter dated July 12th, 2023. We were stready more than a month into the grant cycle at that point. Then we had to go through the process of posting and filling the position. This all resulted in the funds for the new position not being epent for several months.

Of course, we have now filled the position and the new investigator/forensic examiner is working full-time for our Task Force. We will not have this same #ituation of unepent position funds during the next grant cycle. In an email on 6/7/24 we were offered an extension of our period of performance if we could submit a sub-award adjustment resiloceting the funds.

We are proposing moving \$18602.62 in unspent funds to Travel/Training and Equipment as follows:

#### TRAVEL / TRAINING

SANS initiate Training Pass FOR500 - \$5271,50 - Windows Forensic Analysis, FOR500 course and associated certification is an internationally recognized sourced lovel forensic training, FOR500 builds comprehensive digital forensics knowledge of Microcoft Windows operating systems providing the means to recover, analyze, and authenticate forensic data, track user activity on the network, and organize findings for use in incident response, internal investigations, intellectual property theft inquiries, and civil or criminal litigation. Use this knowledge to validate security tools, enhance vulnerability easessments, identify insider threats, track hackers, and improve security policies. Detailed and resi-world exercises teach the tools and toohniques that every investigator should employ step-by-step to solve a forensic case. Newly updated to cover all Windows versions through Windows 11 22 Labs + CTF. This is an online - on-demand class. This training and professional certification will be for invastigator Adam Bohoolcraft. This is a one-time purchase with no ongoing costs. <u>https://www.sans.org/cyber-socurity-coursestwindows-forensic-analysia/</u>

#### EQUIPMENT

Logitech Keyboard / Mouse Combo - \$84,59 - This keyboard/mouse combo would be used by Investigator Adam Schoolcraft. Adam is the newest fulltime member of the Task Force and this equipment would give him similar equipment and capabilities as the other investigators. This is a one-time purchase with no ongoing costs. https://a.co/d/601.tit/15

Bose QuerComfort Wireless Headphones - \$249.00 - These headphones would be used by investigator Adam Schoolaraft. Adam is the newest full-time member of the Task Force and this equipment would give him similar equipment and capabilities as the other investigators. Headphones are necessary when reviewing and investigating videos and other media with sound. Headphones allow investigators to listen to sensitive audio privately. This is a one-firm purchase with no engoing cests. https://s.co/d/gXRinDA

TP-Link USB Bluetooth Adapter for PG - \$12.97 - This Bluetooth adapter would be used by Investigator Adam Schoolcraft, Adam is the newest full-time member of the Task Force and tids equipment would give him similar equipment and capabilities as the other investigators. This equipment will enable Atlant to connect Bluetooth devices to his investigative computer. This is a one-line purchase with no engoing costs, https://a.co/d/s11Gv1X

Five (5) 256 GB USB Drives - \$125 - Much of the evidence collected and examined by the Task Force is digital evidence including digital photos, cellular phone exam results/reports, computer exam results/reports, and other digital evidence. As an example, this evidence can range in size from one picture to many thousands of pictures. This digital evidence has to be moved from computer to computer, shared with the prosecutor, placed into avidence, archived, and used a working copy. This all requires digital storage and is a necessity for Task Force operations. This purchase would help satisfy the Task Force's continuing need for digital storage, https://s.co/d/8JOIIzl

Five (5) 5 (25 HDD (Hard Drives) = \$558:25 = Much of the evidence collected and examined by the Task Force is digital evidence including digital photos, cellular chone exam results/reports, computer exam results/reports, and other digital avidence. As an example, this evidence can range in size from one picture to many thousands of pictures. This digital evidence has to be moved from computer to computer, shared with the prosecutor, placed into violence, archived, and used a working copy. This all requires digital storage and is a necessity for Task Force operations. This purchase would help setisfy the Tesk Force's continuing need for digital storage, https://s.co/d/sBSSEAX

Two (2) Investigative Computers - \$5518 - The Task Force provides investigators with investigative computers used during proactive undercover Investigations and other investigative efforts related to child exploitation and pornography. During these types of investigations investigators visit suppletous and other investigative efforts related to child exploitation and pornography. During these types of investigations investigators visit suppletous and other investigative efforts related to child exploitation and pornography. During these types of investigations investigators visit suppletous and other investigators main and a plays an important role in these types of investigations. Additionally, files containing child pornography are sometimes downloaded. This type of activity is neither appropriate nor allowed on Boons County owned and networked computers. As a result, Task Force Investigators maintain separate investigative computers. The computers need edvanced graphics expabilities because of the farge amount of video and pictures that need to be processed. Forenels activers can be very resource intense and advanced computers are needed to effectively use this software. These computers would replace computers that were purchased in 2020. Our current computers are showing their sign of in slowed performance and reliability. One of the current computers has a damaged video card. These computers would be assigned to investigator Tracy Perkins and Andy Evens. This is a one-time purchase with a life expectancy of at least several years. https://s.co/d/dXNDg7N

Large formet computer monitor - \$359 - This TV will be used as a large format computer monitor mounted on the wall in the Task Force Office. It would be used to display information in a large format used by the all member of the Task Force. Case status / management and evidence status / management are two of the things that would be displayed on this monitor. Additionally, the monitor would be used during enforcement operation briefings so everyone involved in the operation can see the same information at the same time, it would also be used when reviewing are files and forenels reports with prosecutors and other investigators. This is a one-time purchase with no ongoing costs, https://s.co/d/a2bq/NU

Mission Darkness Blocker Locker 7 - \$8159 - This is a purchase the Task Porce has been considering for several years but funding has been a challenge. One of the Task Porce goals for 2024 is to improve and streamline the cell phone intake process for the Cyber Crimes Task Porce. This evidence locker would be an integral part of that improvement. This locker is already in use with positive recommandations by the surrounding law onforcement agencies. The link provides many more details. However, in summary, this locker solves multiple problems for forensice investigators and labs including power, RF shielding, security, and evidence shall of custody all in one package, it would improve our processes from the moment someone submits a phone, through the forensic exam, to final submission to evidence. The unit includes even fully loaded compartments equipped with Window Charge & Shield Fareday Bags for Phones. This purchase includes 3 extra Fareday bags. This is a one-time expense and would be used by the entire Task Force. There are no sepocied on-going costs. <u>https://moscoulinearis.com/products/instan-darkness-blocker-jocker-7</u>

#### Unexpected costs / Shipping / Advertised price changes - \$155.21

Budget Line Number	Current Line Amount	Requested Change +/-	Updated Budget	Description
1001	\$ 191,890,48	\$ (18,335.09)	\$ 173,355.39	unspent funds is because we had an unfilled position for part of the grant cyclo.
2001	\$ 45,425.00	\$ (267.83)	\$ 46,158.47	unspent funds is because we had an unfilled position for part of the grant cycle.
9001		\$ 5,271.50	\$ 5,271,50	NEW - SANS Institute Treining Pass FOR500
10001		\$ 5,518.00	\$ 5,518,00	NEW - Investigation computers (2)
10002		\$ 6,169.00	6 6,169,00	NEW - Blocker Looker 7 (1)
11001	\$ 82,985,52	\$ 1,644.12	\$ 64,629,64	Keyboard/Mouse, blustoolh headphonas, bluetoofh adapter (1 each); 256 GSB drive (6); 3 GB HDD (5); computer menitor (1); shipping
Totale	\$ 301,102,00	5.	\$ 301,102.00	

#### **Budget - NEW Form**

Budget Category

	Current Budget	Revised Amount	Net Change
Persannoi	\$191,690,48	\$173,355.39	\$-16,335.09

Category		Current Budg	t	Revised Amount	Not the sec
	Personnel Bonefila	\$46,426.0		\$46,158,47	Net Change \$-267.53
	Personnel Overtime	\$0,1		\$0,00	\$0.00
Personne	Overtime Benefits	\$0,0		\$0.00	\$0.00
	Volunteer Match	\$0.4	00	\$0.00	\$0.00
	Travel/Training	\$0,0	00	\$5,271.50	\$5,271.60
	Equipment	\$0.	00	\$11,687.00	\$11,687.00
8	upplies/Operations	\$62,985,	52	\$84,629,64	\$1,644,12
	Contractual	\$0,	00	\$0.00	\$0.00
Reno	velion/Construction	\$0,	00	\$0,00	\$0,00
	Indirect Costs	\$0,		\$0,00	\$0,00
	TOTAL	\$301,102,	00	\$301,102.00	\$0,00
Foderal/State and Local Match Share					
Category	Current Budget	Gurrent Percent	Revised Amount	<b>Revieed Percent</b>	Net Change
<b>Yotal Federal/State Share</b>	\$301,102.00	100,00%	\$301,102.00	100.00%	\$0,00
Total Local Match Share	\$0.00	0.00%	\$0.00	0.00%	\$0.00
Confirmation	n (1997)	1998 - 20020 - C. Berk	90. s. i jan	in the state	
Your typed name as the applicant authorized official versetly of the representations made in this subawa	l, in lieu of signature, repres rd adrusiment. You must in	sents your legally binding acceptan clude your ittle, full legal nems, and	ce of the terms of this sub i the ourse's date.	eward edjustment and your el-	atemont of the
Authorized Official Name*:	Kip Kendrick				
Thie":	Presiding Com	missioner			
Date*:	05/07/2024				
Attachments	1.) = 6 = 56 = 1 ( 36 = 1) = 6 = 6 <del>4</del> 4 4	II in Arrent			
Documentation					
Do you have any documentation?*;	No				
Olher Atlachments					
Description	File Name	Туре	Size	Upload Da	te
	No files attached	l.			

# Fund Statement - General Fund 100 (Major Fund)

		2022 Actual	2023 Budget	2023 Estimated	2024 Budget
FINANCIAL SOURCES:					
Revenues Property Taxes Assessments	\$	4,500,359	4,581,600	4,735,100	4,894,922
Sales & Use Taxes		17,919,546	20,593,000	22,660,924	23,198,642
Franchise Taxes		159,330	163,000	145,460	163,000
Licenses and Permits		721,154	652,936	765,557	711,910
Intergovernmental		2,775,049	2,708,454	2,834,510	2,943,801
Charges for Services		4,646,994	4,426,161	4,319,983	4,465,374
Fines and Forfeitures Interest		10,092	16,000	16,000	16,000
Hospital Lease		(2,902,456)	349,411	1,024,015	815,111
Other		2,510,272	2,514,082	2,437,675	4,207,777
Total Revenues		30,340,340	36,004,644	38,939,224	41,416,537
Other Financing Sources					
Transfer In from other funds		514,311	2,597,264	2,703,058	2,527,690
Proceeds of Long-Term Debt					-
Other (Sale of Capital Assets, Insurance Proceeds, etc)		60,461	7,000	55,575	1,000
Total Other Financing Sources		574,772	2,604,264	2,758,633	2,528,690
Fund Balance Used for Operations		713,029	3,486,141	**	3,392,336
TOTAL FINANCIAL SOURCES	s	31,628,141	42,095,049	41,697,857	47,337,563
FINANCIAL USES:					
Expenditures					
Personal Services	\$	18,863,193	23,192,745	21,159,575	26,903,268
Materials & Supplies		895,250	1,191,241	1,019,626	1,118,161
Ducs Travel & Training Utilities		274,442 556,536	523,282 567,002	375,874 566,576	577,298 566,240
Vehicle Expense		345,607	425,421	370,534	395,480
Equip & Bldg Maintenance		271,781	469,348	395,910	512,656
Contractual Services		3,825,654	5,997,057	4,895,240	5,830,711
Debt Service (Principal and Interest)			191	~	*
Emergency			1,070,000	*	1,070,000
Other Fixed Asset Additions		5,561,682	6,277,631	5,247,231	7,517,561
Total Expenditures		1,021,996 31,616,141	2,369,322	2,255,630 36,286,196	2,838,658
Other Financing Uses		31,010,141	44,003,043	30,200,190	47,550,055
Transfer Out to other funds		12,000	12,000	12,000	7,530
Early Retirement of Long-Term Debt	_		-		-
Total Other Financing Uses		12,000	12,000	12,000	7,530
TOTAL FINANCIAL USES	\$	31,628,141	42,095,049	36,298,196	47,337,563
FUND BALANCE:					
FUND BALANCE (GAAP), beginning of year	\$	29,185,948	29,055,094	29,055,094	32,866,479
Less encumbrances, beginning of year	Ŧ	(1,006,101)	(1,588,276)	(1,588,276)	
Add encumbrances, end of year		1,588,276			
Fund Balance Increase (Decrease) resulting from operations		(713,029)	(3,486,141)	5,399,661	(3,392,336)
FUND BALANCE (GAAP), end of year		29,055,094	23,980,677	32,866,479	29,474,143
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year		(1 021 037)	18 242 6800	18 343 6800	18 343 (20)
NET FUND BALANCE, end of year	\$	(1,931,926)	(5,343,650) 18,637,027	(5,343,650) 27,522,829	(5,343,650) 24,130,493
· · · ·	Lige.				
Net Fund Balance as a percent of expenditures		85.79%	44,29%	75.85%	50,98%

-2024

# **CERTIFIED COPY OF ORDER**

)	STATE OF MISSOURI	July Session of the July Adjo	ession of the July Adjourned			24
	County of Boone	on the 9th	day of	July	20	24

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 Holiday Inn Executive Center for Venue Products and Services.

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

Done this 9th day of July 2024.

ATTEST:

Brianna L. Lennon Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson District II Commissioner



## **CONVENTION AGREEMENT**

The following represents an agreement between the Holiday Inn Executive Center, hereinafter referred to as "Hotel", and Boone County Office of Emergency Management, hereinafter referred to as "Group", and outlines specific conditions and services to be provided. It is mutually understood and agreed as follows:

Account Name:	Boone County Office of Emergency Management
Name of Contact:	Della Luster
Address:	2145 County Drive
	Columbia, Missouri 65202
Phone	573-554-7907
Email:	dluster@boonecountymo.org

### Post As: Regional First Responders Training Arrival Date: Sunday, October 27, 2024

### **GUEST ROOM COMMITMENT**

The Hotel agrees it will provide, and Boone County Office of Emergency Management agrees it will be responsible for utilizing 30 room nights ("Total Room Nights") as follows:

		Sun 10/27/2024		Mon 10/28/2024		Tue 10/29/2024	
	Occupancy	Rooms	Rate	Rooms	Rate	Rooms	Rate
Run of House	S	10	\$119.00	10	\$119.00	10	\$119.00

## GUEST ROOM RATES

Standard Room Rates \$119.00

- Group Rate shown is net/non-commissionable.
- Room reservations made within group blocks are not eligible for IHG Reward points.

Hotel room and suite rates are subject to applicable state and local taxes (currently 7.975% state tax and a lodging tax of 5%) in effect at the time of check in. Guest room rates are applicable for up to four guests per room.

Guest check-in cannot be guaranteed prior to 4:00 pm on the day of arrival. Check-out time is 11:00 am. Guests checking out between 12:00 pm and 4:00 pm will be charged an additional half-day rate. Full rate will be charged for check-out after 4:00 pm.

## METHOD OF RESERVATIONS

Reservations for the Event will be made by a rooming list in a format provided by the Hotel. Boone County Office of Emergency Management will forward its rooming list by Friday, September 27, 2024 (the "Cut-Off Date").

#### **GUARANTEED RESERVATIONS**

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or guaranteed by Boone County Office of Emergency Management. Hotel will not hold any reservations unless secured by one of the above methods. All reservations made by rooming list will be automatically guaranteed for late arrival by Boone County Office of Emergency Management.

#### **BILLING ARRANGEMENTS**

The following billing arrangements apply:

Individual to pay Incidentals Master Account to pay Events

#### **CUT-OFF DATE**

Reservations by attendees must be received on or before Friday, September 27, 2024 (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations on a space-available basis. After the Cut-Off date, rates will be charged at the hotel's prevailing room rates at the time of the reservation. Early arrival or stay-over requests are subject to space and rate availability.

Release of rooms for general sale following the Cut-Off Date does not affect Boone County Office of Emergency Management's obligation, as discussed elsewhere in the Agreement, to utilize guest rooms.

#### **MASTER ACCOUNT**

Hotel must be notified in writing at least 30 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation fees will be billed to the Master Account.

#### TAX EXEMPTIONS

If Boone County Office of Emergency Management maintains tax exempt status, a valid tax exemption certificate must be on file with Hotel two weeks prior to arrival in order to be exempt from tax charges. If not on file, Boone County Office of Emergency Management must provide Hotel with a valid tax exemption certificate with the signed agreement. Tax exemption does not apply to the county lodging tax, currently at 5%.

#### **CREDIT CARD PAYMENT**

The Master Account will be guaranteed for payment or paid by one of the following credit cards: American Express, Diners Club, MasterCard, Discover, or Visa. Completion of the Credit Card Authorization Form is required, including the cardholder's signature. The Credit Card Authorization Form must be received by the Hotel with this agreement.

A final statement, including supporting documents will be mailed to the group contact after departure.

Enclosed is a Credit Card Authorization Form. Please complete the Credit Card Authorization Form and return to the Hotel with this agreement.

#### **APPROVED BILLING STATUS – Subject to application renewal for 2024**

If Boone County Office of Emergency Management continues to have Approved Billing Status at the time of the Event, Hotel will invoice Boone County Office of Emergency Management for any part or all of Boone County Office of Emergency Management's Master Account charges. If not, then the method of payment of the Master Account will be established upon approval of Boone County Office of Emergency Management's credit. In the event that credit is disapproved, Boone County Office of Emergency Management agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion.

Initials:

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Columbia, MO 65203

sales@holidaycolumbia.com

The outstanding balance of the Boone County Office of Emergency Management's Master Account (exclusive of disputed charges) will be due and payable upon receipt of invoice. Boone County Office of Emergency Management will raise any disputed charge(s) within 10 days after receipt of the invoice. The Hotel will work with Boone County Office of Emergency Management in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received with 30 days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Hotel Credit Manager will contact Boone County Office of Emergency Management if direct billing is unavailable and an alternative means of payment must be arranged.

#### FUNCTION INFORMATION AGENDA

Date	Time	Event	Room	Setup	Agreed	Rental
Sun, 10/27/24	7:45 AM - 5:00 PM	Meeting	Windsor Ballroom	Classroom	75	\$1200
Mon, 10/28/24	7:45 AM - 5:00 PM	Meeting	Windsor Ballroom	Classroom	75	\$1200
Tue, 10/29/24	7:45 AM - 5:00 PM	Meeting	Windsor Ballroom	Classroom	75	\$1200
Wed, 10/30/24	7:45 AM - 5:00 PM	Meeting	Windsor Ballroom	Classroom	75	\$1200

Meeting room locations are intended not guaranteed. Please contact your Convention Service Manager prior to publishing locations.

#### **MEETING ROOM RENTAL**

Meeting room rental of \$4800 (prior to service charge and current applicable tax) will be assessed for use of the meeting space as outlined in the above function space schedule.

Should the conference agenda change and require the addition of meeting space, the Holiday Inn Executive Center will assess additional meeting room rentals as dictated by space requirements.

#### DISPLAY RENTAL

There will be a one-time charge of \$95 for each 8' x 10' or 10' x 10' exhibit booth. The standard booth set-up will include the following:

8' x 10' OR 10' x 10' pipe and draped area 1 – 6 ft. skirted display table 2 chairs 1 wastebasket 1 Professional ID sign

There will be a one-time charge of \$45 for each display table. The standard table-top display set-up will include the following:

1 – 6 ft. skirted display table 2 Chairs 1 Wastebasket

Booth sizes larger than 8' x 10' or 10' x 10' will be charged based according to the number of base size booths the area encompasses. For example,  $10' \times 20'$  booths will be \$190 per booth.

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Columbia, MO 65203

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Charges for electricity will be based upon electrical requirements and charged at the published pricing schedule for the event year.

A complete list of exhibitors must be provided to the Holiday Inn Executive Center at least thirty (30) days prior to the convention.

#### CANCELLATION

The performance of this contract by either party is subject to acts of God, war, government regulations, disaster, strikes, or civil disorder making it inadvisable or impossible to provide the facilities or hold the meeting. It is provided that this contract may be terminated only for one or more of the above reasons by written notice from one party to the other. If either party should cancel this contract for reason(s) other than the above, a cancellation fee will be assessed on convention revenues, food & beverage charges, exhibit rental/fees and meeting room rental fees as follows:

More than 730 days prior to scheduled event	40%
366 days to 730 days prior to scheduled event	50%
180 days to 365 days prior to scheduled event	60%
90 days to 179 days prior to scheduled event	70%
60 days to 89 days prior to scheduled event	80%
30 days to 59 days prior to scheduled event	90%
Less than 30 days prior to event	100%

This penalty will be paid by the canceling party and will be based upon total convention revenues (prior to taxes and service charge) as shown below.

Breakdown of Revenue:	Rooms	\$1,470.00
	Food	\$.00
	Rental	\$4,800.00
	Expo	\$.00

#### Total Convention Revenue: \$6,270 (prior to taxes and service charge).

#### FOOD AND BEVERAGE REQUIREMENTS

Please make note of the following in preparation for your catered event:

- Hotel will confirm prices for catered functions 90 days prior to the actual event date.
- Menu selections for your catered events must be confirmed to the Hotel 30 days prior to the first event. Function room requirements must be made no later than two weeks prior to the first event.
- All food, beverage, audiovisual charges and rental fees are subject to applicable Service Charge (currently 22%).
- All food and beverage prices, as well as the Service Charge, are subject to applicable state sales tax (currently 7.975%).
- A guaranteed number of guests is required by 2:00 pm no later than four (4) working days prior to all food and beverages functions. If a guarantee is not received by this time, the Hotel will charge and prepare for the estimated number of guests on your Banquet Event Orders. Guaranteed numbers are not subject to reduction; however, attendance increases will be accommodated if possible.
- All food and beverages served at functions associated with your group must be provided, prepared, and served by Hotel. Food and beverages purchased at the Hotel for group functions may not be removed from the assigned Hotel function room.

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Columbia, MO 65203

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- All audiovisual equipment must be contracted through the Hotel's Audiovisual Department. Outside companies will not be permitted to service groups within the Hotel.
- Function guests will be admitted to the banquet room and expected to depart at the times stated on the Banquet Event Order.
- No item(s) may be attached to floors, walls, ceilings, etc., in the meeting rooms or lobby areas. Boone County Office of Emergency Management is responsible for the protection of walls, furnishings, and carpeting in the meeting rooms to prevent damage, both during preparation and continuation of activities. Damages or loss will be billed to Boone County Office of Emergency Management.
- Confetti or glitter in any of the banquet rooms or public space is prohibited. A minimum of a \$500 cleaning fee will apply if glitter/confetti is found during or after an event.
- Fire exits, aisles and equipment cannot be blocked in any manner.
- No powered vehicles or heavy equipment may be brought into, operated or run in the building without prior approval from the Hotel.
- The use of pyrotechnics, fireworks, any electrical device intended to cause sparks or any other material or devices that could initiate flames and/or fire or use of any other flammable materials are strictly prohibited on hotel property.
- The Hotel shall not bear any liability for the loss, theft or damage to any property belonging to the function sponsor or any function participant before, during or after the function.
- The hotel reserves the right to assign all function space based on estimated attendance, general requirements and maximization of meeting space.

#### LIQUOR LICENSE

The Hotel's liquor license requires that alcoholic beverages served in our function space can only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

#### **USE OF OUTSIDE VENDORS**

If you wish to hire outside vendors to provide any goods or services at the Hotel during the Event, the Hotel may, in its sole discretion, require that such vendor provide the Hotel, in form and amount reasonably satisfactory to the Hotel, an indemnification agreement and proof of adequate insurance.

#### PERFORMANCE LICENSES

You will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display and copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that you may use or request to be used at the Hotel.

### Holiday Inn Executive Center SHIPPING POLICY AND MATERIALS HANDLING / STORAGE INFORMATION

#### STORAGE FEES

The Hotel will receive and store shipments up to 48 hours (2 Business Days) prior to a show or meeting without assessing a storage fee. If shipments arrive prior to this time, storage fees will be assessed. Large shipments (i.e. crated goods) must be delivered on the function arrival date when an organization representative is in-house to accept the shipment.

**Storage Fees:** \$30 per 100 pounds per day (\$30 minimum charge will apply and combined weight calculated if multiple boxes/per shipment). All weights rounded up to the next 100 lbs.

Packages with storage fees will not be delivered to the booth or meeting until payment of the storage fee is received. The Hotel will not be held responsible for materials in storage or damage to materials.

19/2024 Initials: Date:

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#### HANDLING FEES

A Fee will be assessed to deliver and remove pre-packaged materials to and from the loading dock area to the necessary booth or meeting room. Handling fees will be charged on materials received less than 48 hours prior to set-up date.

**Handling Fees:** \$15 per 50 pounds, with a \$15 minimum charge. You will only be charged for either storage or handling. You will not be charged for both. All weights rounded up to the next 50 lbs.

#### SHIPPING ARRANGEMENTS

It is the responsibility of the Exhibitor/Exhibiting Company to make the arrangements for exhibit materials to be shipped out of the Holiday Inn Executive Center/Columbia Expo Center upon completion of the show.

This includes:

- 1. Packing the materials
- 2. Provide and Complete Paperwork/Bill of Lading
- 3. Affix labels to containers
- 4. Call shipping company to arrange pick up

All shipping is the responsibility of the exhibitor and MUST be prepaid. Columbia Expo Center personnel will not assume any responsibility for shipping items left in a booth after a show.

Materials that have not been collected within 48 hours (2 business days) of show completion will be shipped COD to the originating sender and storage fees will be assessed.

Shipments should be scheduled for delivery 8:00 am-4:00 pm Monday through Friday.

SHIPPING LABEL: "Name of Conference" Hold for arrival on \_\_\_\_\_ "Exhibitor Name", Company Name & Booth # Holiday Inn Executive Center/Columbia Expo Center 2200 I-70 Drive SW Columbia, MO 65203

ACCEPTANCE

Please sign and return one copy of this contract by Tuesday, July 2, 2024.

Until a signed contract is received, rooms and space are being held on a tentative basis. Failure to return signed contract by the above date may result in cancellation of this agreement by the hotel. Should the Hotel

Date

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Columbia, MO 65203

sales@holidaycolumbia.com

have another request for your guest rooms or meeting space prior to the return date of this contract, Boone County Office of Emergency Management will be given 24 hours to sign the contract. The execution of this contract by the function sponsor constitutes agreement to all terms and conditions herein. This contract supersedes all written and oral communications and may not be amended except in writing signed by both parties.

When signed by, and on behalf of, the parties, this agreement shall constitute a binding contract between the parties. Each individual signing this Agreement represents and warrants that they have the authority to legally bind the Hotel and/or Group hereunder.

This Contract shall be binding upon the successors and assigns of all parties hereto; may be entered into together with any number of counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument; and, further, any facsimile signatures hereon shall be accorded the full force and effect of original signatures.

HOTEL Endeavor Hotel Group dba Holiday Inn Executive Center

By:

Shawn Whitley, Authorized Representative 2200 I-70 Drive SW Phone: 573-445-8531 Columbia, MO 65203

6-26-24 Date:

GROUP Boone County Office of Emergency Management

By:

Phone: (573) 554-7907

Auditor

*Kip Kendrick*, Presiding Commissioner, Duly Authorized Representative of Boone County 801 E. Walnut Columbia, Missouri 65201

Date:

### **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.

APPROVED AS FORM DATE

Initials Date

2200 I-70 Drive SW

Columbia, MO 65203

sales@holidaycolumbia.com

.

Date

06/20/24

RQST DATE

## PURCHASE REQUISITION BOONE COUNTY, MISSOURI

16747	Holiday Inn Executive Center	<12,000
VNDR #	VENDOR NAME	BID #

Bill to Dept #: 2702

Ship to Dept #: 2702

Dept	Account	Item Description	Qty	Unit Price	Amount
2702	71100	Venue for Advanced ASIM Course 10/27-10/30	1	\$7,500.00	\$7,500.0
		Windsor Ballroom/Daily Coffee Stations			\$0.0
		Quotes 102567 & 102568			\$0.0
					\$0.0
			_		\$0.0
			_		\$0.0
					\$0.0
					\$0.0
			_		\$0.0
					\$0.0
			_		\$0.0
					\$0.0
					\$0.0
					\$0.00
					\$0.00
					\$0.00
					\$0.0
			GRAND 1	TOTAL:	7,500.00

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official

Prepared By

**Auditor Approval** 

-2024

## **CERTIFIED COPY OF ORDER**

	ly Session of the July Adjourned	<b>Term. 20</b> 24
County of Boone	12	
In the County Commission of said county, on t	he 9th day of July	<b>20</b> 24

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

Now on this day, the County Commission of the County of Boone, upon the class action counsel's recommendation in connection with the national opioid litigation, does hereby approve the Kroger Settlement Participation Agreement.

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

Done this 9th day of July 2024.

ATTEST: Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson District II Commissioner

#### Subdivision Participation and Release Form

Governmental Entity: Boone County	State: MO
Authorized Signatory: Presiding Commissioner Kip Kendrick	
Address 1: co County Counselor	
Address 2: 801 E Walnut Rm 211	
City, State, Zip: Columbia, MO 65201	
Phone: 573-886-4414	
Email: cdykhouse@boonecountymo.org	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("Kroger Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at *https://nationalopioidsettlement.com/*.
- 3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

- 7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
- 10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.  $\Lambda$ 

Signature: Kip Kendrick Kip Kendrick Presiding Commissioner Presideng Commissioner July 9, 2024 Name: Stoner Title: Date:



-2024

# **CERTIFIED COPY OF ORDER**



9th

In the County Commission of said county, on the

day of July

**20** 24

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record a Proclamation Recognizing the Centennial Celebration of the Boone County Historical Society.

Done this 9th day of July 2024.

ATTEST: Inn

Brianna L. Lennon Clerk of the County Commission

Kip Kendrick Presiding Commissioner

Justin Aldred District I Commissioner

Janet M. Thompson District II Commissioner