

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the 24<sup>th</sup> day of January 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement between the County of Boone and the City of Columbia to share in the cost of the Creasy Springs Road Engineering Study.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 24<sup>th</sup> day of January, 2006.

Keith Schnarre  
Presiding Commissioner

ATTEST:

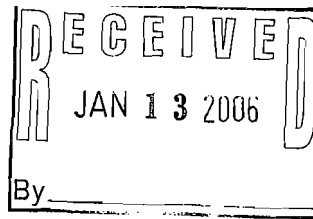
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner



# CITY OF COLUMBIA, MISSOURI



PUBLIC WORKS DEPARTMENT

January 12, 2006

Boone County Commission  
801 E. Walnut  
Columbia, MO 65201

RE: Creasy Springs Road Improvements Engineering Study Agreement

Enclosed for County execution are three (3) copies of the Creasy Springs Road Engineering Study Agreement for the section of Creasy Springs Road between Bear Creek and Obermiller Road. All copies of the agreement have been executed by City officials. After the documents have been signed by Council officials, please return two (2) copies to my attention. The third copy is for your files.

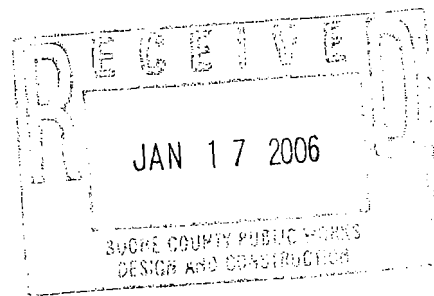
If you have questions or need additional information related to this agreement, feel free to contact Stuart King, P.E., Supervising Engineer, of this office at Ph# 573-874-7267.

DEPARTMENT OF PUBLIC WORKS

Kathy Frerking  
Management Support Specialist

Enclosures

c: David Mink, Boone County Director of Public Works  
Stuart King, Columbia Public Works Department



## **CREASY SPRINGS ROAD IMPROVEMENTS ENGINEERING STUDY AGREEMENT**

**THIS AGREEMENT** dated the 24<sup>th</sup> day of JANUARY, 2006, is made by and between Boone County, Missouri, through its County Commission (herein "County") and the City of Columbia, Missouri (herein "City").

**IN CONSIDERATION** of the performance by each party of the respective obligations described herein, the parties agree to and with the following:

1. **BACKGROUND AND PURPOSE OF AGREEMENT** – Creasy Springs Road from Bear Creek to Obermiller Road is classified as a minor arterial according to the Columbia Area Transportation Study Organization (CATSO) Major Thoroughfare Plan. The existing road is approximately 20 ft. in width with roadside ditches. There is a sharp horizontal curve in the road north of the Bear Creek, and the vertical profile does not meet current standards. This area has been experiencing development and due to recent annexations into the City, the road has sections of both City and County responsibility. Both the City and County recognize the need for future improvement of Creasy Springs Road and have determined that it is appropriate and reasonable to share the responsibilities and cost for an engineering study to determine the extent of improvements and an accurate budget. For these purposes, the County and City are entering into this written agreement to memorialize the terms and conditions of their agreement.
2. **PROJECT** – The improvements to be designed under this agreement shall be known as: Creasy Springs Road Improvements.
3. **SCOPE OF IMPROVEMENTS** – The general scope of work to be performed for the Project under this agreement is described as follows:

Perform design study and concept design for Creasy Springs Road from a point approximately 500 feet south of Bear Creek to a point approximately 600 feet north of Obermiller Road for a total distance of approximately 4000 feet. The study includes analysis of the crossings of Bear Creek and of Cow Branch. The intersections with Prairie View Drive, Prairie Lane, future Blueridge Drive, and Sunnyridge Lane are also included as part of the study. The intersection with Obermiller Road/future Northwest Loop Road is part of another study and is not included in this scope except as the intersection may be impacted by a potential vertical grade adjustment in Creasy Springs Road. The design study and concept design will utilize existing City mapping. No field surveys, traffic studies, or environmental studies are included in the scope of services. The primary purpose of the Preliminary Engineering Study is to establish a horizontal alignment and vertical grade for Creasy Springs Road that meets the City's Arterial Street Standards and to provide a good and reasonable total project cost estimate. A key

component of the concept design is to eliminate the existing dog-leg alignment near Prairie Lane.

4. **DESIGN** - The project shall be designed by Olsson Associates of Overland Park, Kansas (the "Engineer"). The project shall be administered as provided in paragraph 5 below.
5. **PROJECT ADMINISTRATION** – City shall be responsible for informing and communicating with property owners affected by the project with respect to the requirements and details of the project. In all aspects of the project and approval of plans, each party shall have an equal voice. All decisions shall be made by mutual agreement, however, the parties may agree that one party will be the principle contracting agency for an element of the project with responsibilities as mutually established by the parties.
7. **COMPLIANCE WITH OTHER LAWS** – The agreement requires all parties to comply with all other federal, state and local laws, rules, and regulations pertaining to public works contracts as may be applicable to the County when performing or contracting for performance of construction work required under this agreement, including without limitation domestic and Missouri products purchasing statutes.
8. **ALLOCATION AND PAYMENT OF PROJECT COSTS** – The City and County agree to share the costs of this project equally. Each party agrees to contribute fifty percent of the total sum of the project. The total project sum is not to exceed thirty-eight thousand, eight hundred thirty-five dollars and thirty cents (\$38,835.30). The City shall pay the costs and expenses of the project and shall be reimbursed by the County for the sum of half the project costs. In the event the overall project costs does not require expenditure of all monies appropriated to fund the obligations created by this agreement, each party shall be entitled to a refund equal to fifty percent of the remaining funds.
9. **PROJECT SCHEDULE** – All work shall be performed and payments made in calendar year 2006.
10. **ENTIRE AGREEMENT AND AMENDMENT OF AGREEMENT** – This agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and agreements between the parties, written or verbal, and may be amended only by a signed writing executed with the same formality as this agreement. All parties to this agreement acknowledge that by executing this agreement they have read, considered and understand the terms and conditions of this agreement and consequences thereof.
11. **AUTHORITY OF REPRESENTATIVE SIGNATORIES** – The signatories to this agreement executing this Agreement in a representative capacity affirmatively represent that they obtained all resolutions and orders necessary to

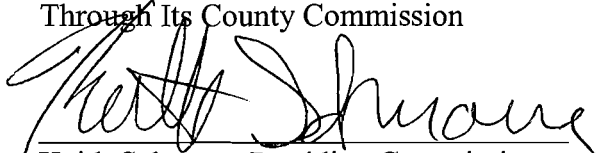
enter this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions contained herein.

12. **BINDING EFFECT** – This agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and successors and assigns in office.
13. **SECTION HEADINGS** – All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
14. **MUTUAL OBLIGATION OF GOOD FAITH PERFORMANCE** – The parties hereto mutually pledge and agree to exercise reasonable diligence and good faith in the performance of their respective obligations under this agreement and to cooperate to the greatest extent practicable in fulfilling the general terms and conditions and objectives of this Agreement.


IN WITNESS WHEREOF, in individual parties constituting and representing the County and City through their original and duly authorized representative signatories have executed this Agreement on the day and year first above written.

**BOONE COUNTY, MISSOURI**

Through Its County Commission

  
Keith Schnarre, Presiding Commissioner

**CITY OF COLUMBIA, MISSOURI**

  
Raymond A. Beck, City Manager

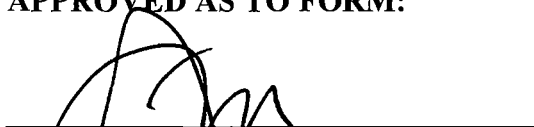
**ATTEST:**

  
Wendy Noren, County Clerk

**ATTEST:**

  
Sheela Amin, City Clerk

**APPROVED AS TO FORM:**

  
John L. Patton, County Counselor


**APPROVED AS TO FORM:**

  
Fred Boeckmann, City Counselor

I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 2045-71102, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

  
June E. Pitchford, County Auditor

I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 440-8800-528.40-23, C00254, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

  
Lori B. Fleming, Director of Finance 94

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the 24<sup>th</sup> day of January 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the request from Edgewater/Waters Edge Recreational Association for a temporary gate adjacent to North Waterfront Drive. The gate may remain in place until the adjoining subdivision is 75% complete or Rice Road is extended through to Lake of the Woods Road, which ever comes last.

Done this 24<sup>th</sup> day of January, 2006.

Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

# Hagan Development Co.

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PO BOX 1225  
COLUMBIA, MO 65205  
1-573-875-8600

January 11, 2006

Roger B. Wilson Government Center  
Stan Shawver, Director of Planning and Development  
801 E. Walnut, Room 210  
Columbia, MO 65201

Re: Forest Hills Development – Plat of January 3, 2006  
Temporary restricted access during construction

Dear Stan:

Please review the attached letter, and attachments, and let us know how we should proceed in order to request permission for the temporary restricted access from the County Commission.

Thank you for your consideration.

  
Dan Hagan, President  
Edgewater / Waters Edge Recreational Association



# Hagan Development Co.

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PO BOX 1225  
COLUMBIA, MO 65205  
1-573-875-8600

January 11, 2006

Timothy D. Crockett  
2608 N. Stadium Blvd.  
Columbia, MO 65202  
573-447-0292

COPY

Re: Forest Hills Development  
Revised Plat of January 3, 2006

Dear Tim:

Thank you for providing us with a copy of the above plat and your accompanying letter.

I have spoken with the directors and officers of the Waters Edge Home Owners Association, the Edgewater Condominium I Association and the Edgewater Condominium II Association. We unanimously support the above plat that shows a gate and Knox box temporarily restricting use of North Waterfront Drive to access Sugar Maple Drive until such time that Rice Road is extended and connected to Lake of the Woods Road, or until seventy five percent (75%) of the platted lots have houses constructed on them, whichever shall last occur. We look forward to attending the January 19, 2006 Planning and Zoning meeting, and the February 6, 2006 Council meeting, in order to support the above plat and restrictions.

It is my understanding that the City of Columbia is not willing to permit the installation a gate and Knox box within the city limits to restrict access between public streets; but would not object to a temporary gated access if the gate was not located inside the City Limits and if the County Commissioners would approve of same. In light of the fact that North Waterfront Drive is not located within the City Limits of Columbia, and in light of the fact that North Waterfront Drive is only 26' in width and was not designed to safely handle the traffic that would be generated during the construction of the proposed development, we would appreciate your assistance in obtaining this special consideration from the City, and permission from the County. In this regard, I have attached a signature page from each of the above three associations supporting this plat and the above restrictions until such time that the development is substantially completed.

Your plat has adequately addressed our following concerns:

1. Restricting the use of our narrow 26' wide streets (Rice Road is 34' in width) until construction of the proposed development is substantially complete.

2. The need for a larger drainage easement immediately upstream from our lake and storm culvert.
3. The need for a sediment or retention basin immediately upstream of our lake to slowly release runoff. Last year (2005) we incurred bills in excess of \$10,000 to remove and haul off silt from the upper end of our lake that came about from upstream construction and the draining of the lake that used to be on the subject tract. In this regard, I believe any of the plans you provided would be sufficient to address this concern.

We would like to thank you and the developer for working with us to address the above concerns.

Sincerely,

Dan Hagan, President  
Edgewater / Waters Edge Recreational Association

Cc Timothy Teddy  
Director of Planning and Development  
City of Columbia  
PO Box 6015  
Columbia, MO 65205

Roger B. Wilson Government Center  
Stan Shawver, Director of Planning and Zoning  
801 E. Walnut, Room 210  
Columbia, MO 65201  
886-4330

Roger B. Wilson Government Center  
Skip Elkin, District 2 Commissioner  
801 E. Walnut, Room 245  
Columbia, MO 65201  
886-4305

January 6, 2006

To whom it may concern:


We, the undersigned, on behalf of the **Waters Edge Homeowners Association** hereby unanimously support the January 3, 2006 preliminary plat of the Forest Hills, Plat No. 1 Subdivision, as prepared by Crockett Engineering Consultants, LLC, and the restrictions placed thereon with regard to the street intersection at Sugar Maple Drive and North Waterfront Drive, until such time that Rice Road is extended to Lake of the Woods Road.

*and permanently established*

We would like to ask for your support, and vote, in favor of the above plat as submitted.

Thank you for your consideration.

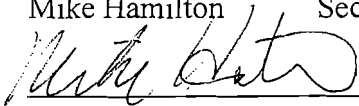
Name	Position	Address
Jerry LeSeure	President	5541 Waterfront Drive North

  
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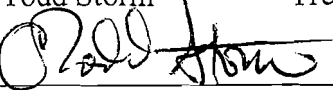
Sammy Goedrich	VP	5600 Waterfront Drive North
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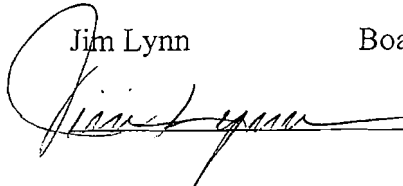
Mike Hamilton	Secretary	5741 Waterfront Drive North
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Todd Storm	Treasurer	5680 Waterfront Drive North
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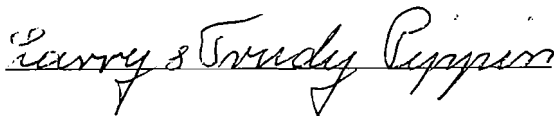
  
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Jim Lynn	Board Member	5940 Waterfront Drive North
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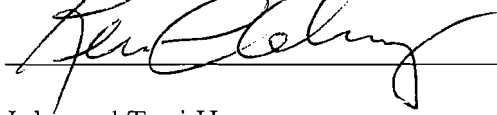
Adjacent Homeowners:  
Larry and Trudy Pippin

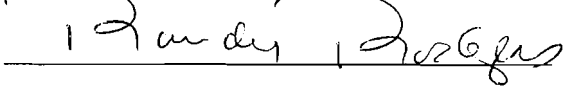
5530 Waterfront Drive North

  
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Kevin Clohessey and Randy Rogers

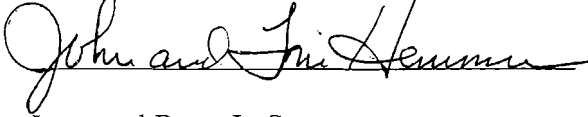
5531 Waterfront Drive North





John and Toni Hemmer

5550 Waterfront Drive North



Jerry and Betty LeSeure

5541 Waterfront Drive North



January 6, 2006

To whom it may concern:

We, the undersigned, on behalf of the **Edgewater Condominium Association I** hereby unanimously support the January 3, 2006 preliminary plat of the Forest Hills, Plat No. 1 Subdivision, as prepared by Crockett Engineering Consultants, LLC, and the restrictions placed thereon with regard to the street intersection at Sugar Maple Drive and North Waterfront Drive, until such time that Rice Road is extended to Lake of the Woods Road.

We would like to ask for your support, and vote, in favor of the above plat as submitted.

Thank you for your consideration.

Name	Position	Address
Ted Webber	President / Director	1952 North Waterfront Drive

SEE ATTACHED LETTER

Karen Bent	Director	1880B North Waterfront Drive
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Karen Bent

Patsy McCall	Director	1880C North Waterfront Drive
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Patsy McCall

Judy Elam	Director	2007F North Waterfront Drive
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Judy Elam

Shelly West	Director	2007G North Waterfront Drive
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Shelly West

# Columbia Condo Management Service

310 Tiger Lane Suite 4  
Columbia, MO 65203

Phone (573) 446-6825  
Fax (573) 446-2432

January 6, 2006

To whom it may concern:

Our company manages Edgewater Condominium Association I.

The Board of Director's President Ted Webber is currently out of state and not available to sign the enclosed letter regarding the preliminary plat of Forest Hills, Plat No. 1 Subdivision.

I have spoken with Mr. Webber and he approves the plat as prepared by Crockett Engineering Consultants, LLC and the restrictions placed thereon with regard to the street intersection at Sugar Maple Drive and North Waterfront Drive, until such time as Rice Road is extended to Lake of the Woods Road.

Therefor on his behalf I also ask for your support, and vote, in favor of the above plat as submitted.

Thank you for your assistance in this matter.

Sincerely,

  
Glenna Kilfoil

January 6, 2006

To whom it may concern:

We, the undersigned, on behalf of the **Edgewater Condominium Association II** hereby unanimously support the January 3, 2006 preliminary plat of the Forest Hills, Plat No. 1 Subdivision, as prepared by Crockett Engineering Consultants, LLC, and the restrictions placed thereon with regard to the street intersection at Sugar Maple Drive and North Waterfront Drive, until such time that Rice Road is extended to Lake of the Woods Road.

We would like to ask for your support, and vote, in favor of the above plat as submitted.

Thank you for your consideration.

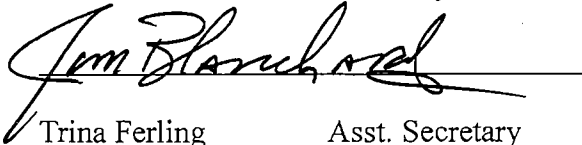
Name	Position	Address
Mary Ellen Lee	President	1830-B Waterfront Drive North

  
\_\_\_\_\_

Jim Riley	Treasurer	1887-C Waterfront Drive North
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Out of town.  
\_\_\_\_\_

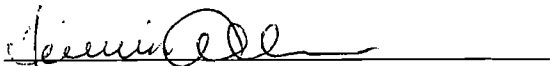
Jim Blanchard	Secretary	1883-D Waterfront Drive North
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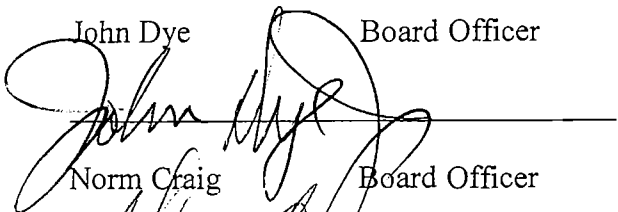
Trina Ferling	Asst. Secretary	1850-B Waterfront Drive North
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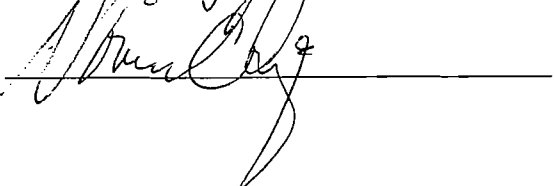
Fumi Allen	Board Officer	1887-B Waterfront Drive North
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John Dye	Board Officer	1883-G Waterfront Drive North
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\_\_\_\_\_

Norm Craig	Board Officer	1830-A Waterfront Drive North
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BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24 day of January, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called ACounty,@ and Cedar Creek Therapeutic Riding Center hereinafter called AAgency,@

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Motion Therapy/Therapeutic Riding

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Therapeutic horse riding for people with physical, mental, and emotional disabilities. Each client will receive evaluation by a staff therapist and a physician's prescription for the services. Therapeutic riding will facilitate sensory integration, coordination, balance, communication and active participation within and upon the environment. The agency will provide approximately 2 units (one nine week session for one child) of service at an estimated cost of \$644.48 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.



VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or signee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$1000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

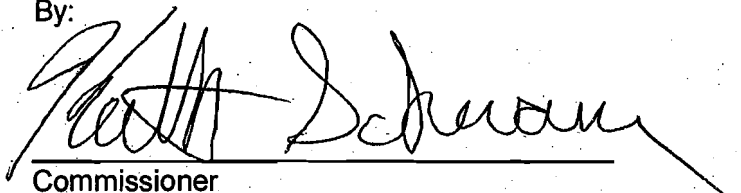
AGENCY:  
By:

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Secretary, Board of Directors

BOONE COUNTY, MISSOURI

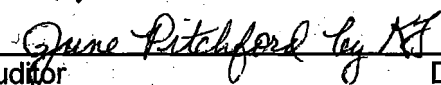
By:

  
\_\_\_\_\_  
Commissioner


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 to the credit of such appropriation sufficient to pay therefore.

1420-84200 \$1,000.00

 5/10/2006  
\_\_\_\_\_  
Auditor Date

ATTEST:

  
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and The Curators of the University of Missouri on behalf of the Eldercare Center hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Adult Day Care

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Licensed day care services for frail, functionally impaired or isolated adults needing supervision and therapeutic care during the day. Priority shall be given to adults over 65 years of age. The agency will provide adult day care at an estimated cost ranging from \$64.00 for a full day at the private pay rate to \$12.80 per day for clients eligible for federal or state funding. The city reimbursement rate may be increased to correspond with increases in the private pay rate for these services upon written notification from the director of the Eldercare Center and written acceptance from the Community Services Manager of the City of Columbia. Rate increases may not exceed \$5.00 per day during this contract period. With any rate increase there will be a corresponding decrease in the number of units to be provided.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency agrees that if a suit or claim is filed or made against the County based upon the Agency's performance under this agreement or the County's selection of Agency as a contracting agency or the County's failure to supervise or monitor Agency's performance under this agreement. Agency will defend the County against said suit or claim and pay whatever damages may be assessed against the County. Agency is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Agency. County agrees that if a suit or claim is filed or made against the Agency based upon the County's performance under this agreement, County will defend the Agency against said suit or claim and pay whatever damages may be assessed against the Agency. County is entitled to use whatever defenses it has in law or fact against such claimants and Agency agrees to assist in the factual defenses raised by the County.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$2000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:  
By:

BOONE COUNTY, MISSOURI  
By:

  
\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Secretary, Board of Directors

CERTIFICATION:

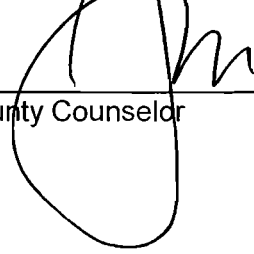
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

June Pitchford by RA 1/13/06  
Auditor Date  
1420-86631 #2000.00

ATTEST:

Wendy A. Noren  
County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and The Curators of the University of Missouri on behalf of the Eldercare Center hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Adult Day Care

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Licensed day care services for frail, functionally impaired or isolated adults needing supervision and therapeutic care during the day. Priority shall be given to adults over 65 years of age. The agency will provide adult day care at an estimated cost ranging from \$64.00 for a full day at the private pay rate to \$12.80 per day for clients eligible for federal or state funding. The city reimbursement rate may be increased to correspond with increases in the private pay rate for these services upon written notification from the director of the Eldercare Center and written acceptance from the Community Services Manager of the City of Columbia. Rate increases may not exceed \$5.00 per day during this contract period. With any rate increase there will be a corresponding decrease in the number of units to be provided.

II.

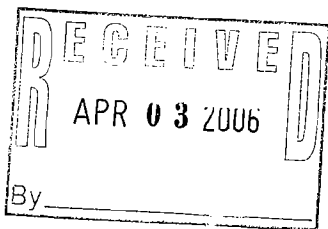
Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.



9700067A  
BOONE CTY  
ADULT DAY CARE SVCS

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

↑  
applicable

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

To the extent permitted by Missouri law and VII. without waiving sovereign immunity,

^ Agency agrees that if a suit or claim is filed or made against the County based upon the Agency's performance under this agreement or the County's selection of Agency as a contracting agency or the County's failure to supervise or monitor Agency's performance under this agreement, Agency will defend the County against said suit or claim and pay whatever damages may be assessed against the County. Agency is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Agency. County agrees that if a suit or claim is filed or made against the Agency based upon the County's performance under this agreement, County will defend the Agency against said suit or claim and pay whatever damages may be assessed against the Agency. County is entitled to use whatever defenses it has in law or fact against such claimants and Agency agrees to assist in the factual defenses raised by the County.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$2000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

DS

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:  
By:

BOONE COUNTY, MISSOURI  
By:

*Dave Smart*

\_\_\_\_\_  
President, Board of Directors

**Dave Smart**  
Assoc. Director, Business Svcs.

3/15/06

\_\_\_\_\_  
Secretary, Board of Directors

*Keith Johnson*

\_\_\_\_\_  
Commissioner

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 to the credit of such appropriation sufficient to pay therefore.

APPROVED  
AS TO  
LEGAL FORM  
*KMM 3/9/07*

*Jane Pitchford by KF* 1/13/06  
Auditor \_\_\_\_\_ Date \_\_\_\_\_  
1420-86631 \$2000.00

ATTEST:

*Wendy A. Brown*  
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

*[Signature]*  
\_\_\_\_\_  
County Counselor



BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Big Brothers/Big Sisters of Boone County, Inc. hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

One to One Mentoring Services for At-risk Youth

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

A primary prevention service utilizing trained adult volunteers who are matched one-on-one with a child between the ages of six and fourteen from a single parent family. The agency will also provide a caseworker to maintain monthly contact with the volunteer, parent and child to supervise the progress of the relationship. The agency will provide approximately 178 units (one hour of supervised mentoring) at an estimated cost of \$11.23 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$2000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- A. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

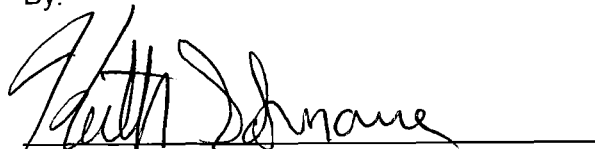
AGENCY:

By:

  
\_\_\_\_\_  
President, Board of Directors

BOONE COUNTY, MISSOURI

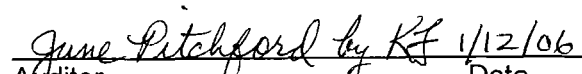
By:

  
\_\_\_\_\_  
Commissioner

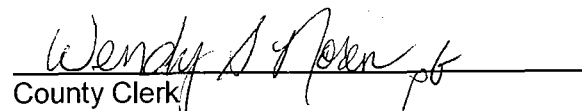
  
\_\_\_\_\_  
Secretary, Board of Directors

CERTIFICATION:

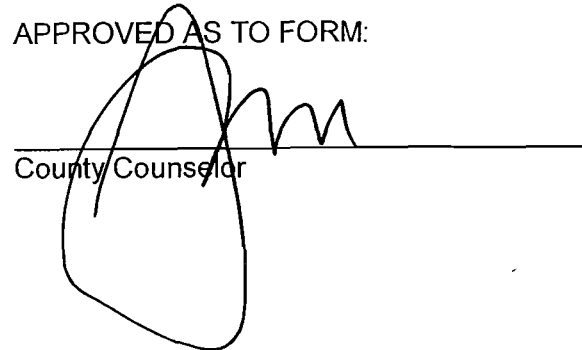
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

  
Auditor June Pitchford by KF Date 1/12/06  
1420-84200 \$2,000.00

ATTEST:

  
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counselor

February 10, 2006

Presiding Commissioner Keith Schnarre  
Boone County Commission  
Columbia, MO 65203

Dear Commissioner Schnarre,

This letter certifies that the services of the Boone County Council on Aging are accessible to everyone. The agency is in full compliance with the Americans with Disabilities Act and 28 CFR Part 35.

Sincerely,



Lois Shelton  
Executive Director



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 06

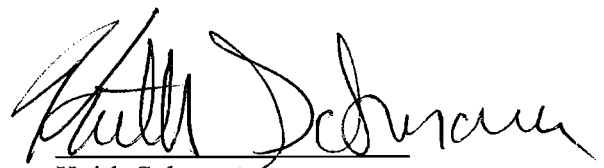
In the County Commission of said county, on the 24<sup>th</sup> day of January 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the following contracts and authorize the Presiding Commissioner to sign said contracts:

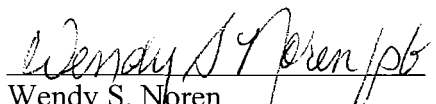
AGENCY	Contract Amount
Big Brothers/Big Sisters	\$2,000.00
Cedar Creek Therapeutic Center	\$1,000.00
Centro Latino	\$1,200.00
Mid-MO Legal Services	\$6,000.00
Phoenix Programs	\$3,000.00
Rainbow House – Child Advocacy Center	\$2,350.00
Voluntary Action Center	\$2,500.00
Reality House Programs	\$13,000.00
Boone County Council on Aging - Senior Connect	\$13,250.00
Eldercare	\$2,000.00
Rainbow House - Clinical Services	\$1,000.00
Rainbow House - Crisis Care for Children	\$1,500.00
Rainbow House	\$4,500.00
Boone Early Childhood Partners	\$1,000.00
Harrisburg Preschool and Daycare	\$12,750.00
Central Missouri Food Bank Inc	\$15,000.00
Oats Inc	\$8,000.00
Services for Independent Living (SIL)	\$2,000.00

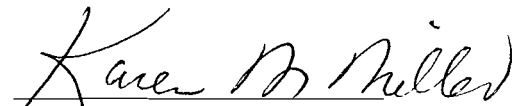
Done this 24<sup>th</sup> day of January, 2006.



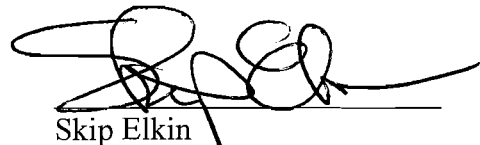
Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

Rec'd  
5/15/06

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Mid-Missouri Legal Services Corporation hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Break the Cycle of Violence and Protect the Victims Program

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Legal services to aid in protecting residents of the City of Columbia and their children who are victims of domestic violence by making certain that the victim is represented at the adult abuse hearing in court. The primary focus of the program will be to provide the victim with an attorney to file or defend divorce and custody actions and to obtain a permanent order from the court ending the relationship and establishing custody rights of the victim to their children. Clients must have an income at or below 150% of poverty as defined by the federal government. Both clients with and without children will be served by this program. The agency will provide approximately 244 units (one hour of attorney time) at an estimated cost of \$24.56 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

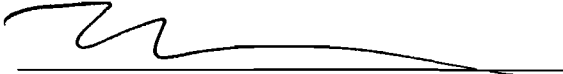
County agrees to pay Agency the sum of \$6000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

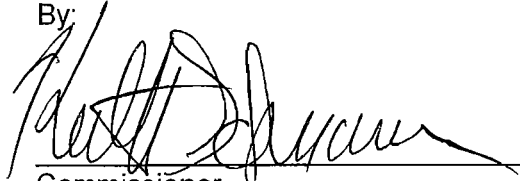
This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:  
By:

  
\_\_\_\_\_  
President, Board of Directors

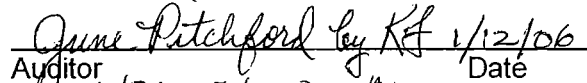
BOONE COUNTY, MISSOURI  
By:

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Secretary, Board of Directors

CERTIFICATION:

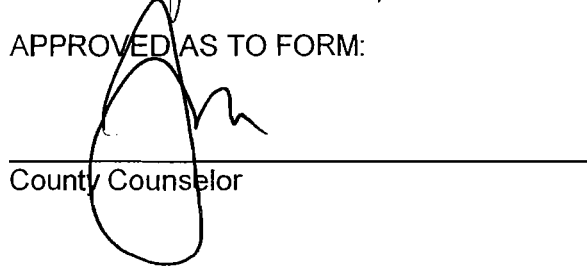
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

  
\_\_\_\_\_  
Auditor *June Patchford by KF* *1/12/06*  
*1420-84200 #6,000.00* Date

ATTEST:

  
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counselor



**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
LAW ENFORCEMENT EQUIPMENT – TERM AND SUPPLY  
CONTRACT # 63-08NOV05**


The Agreement dated February 7, 2006 made by and between Boone County, Missouri and Ed Roehr Safety Products for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:


1. ADD Safariland SSIII Security Holsters per the original bid response at \$85.20 each.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

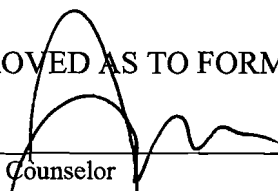
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

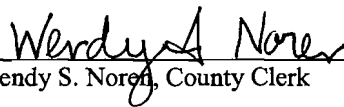
**ED ROEHR SAFETY PRODUCTS**

**BOONE COUNTY, MISSOURI**

by   
title Regional Sales Manager

by: Boone County  
  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:  
  
County Counselor

ATTEST:  
  
Wendy S. Noren, County Clerk *by dks*

**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.)

Departments 1251, 1255, 2901, 2902 Accounts 23300, 23050, 23850 Term/Supply

*Term & Supply - No Encumbrance Required*  
Signature \_\_\_\_\_ Date 7/13/2006 Appropriation Account \_\_\_\_\_

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Phoenix Programs, Inc. hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Residential Substance Abuse Treatment and Case Management Services

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Case management services for individuals receiving residential services for alcoholism and/or other drug addiction. Case management services will link the client and/or family members) to community services and coordinate the appropriate services for these individuals. Case management services may include conferring with either intra or interagency staff for planning and exchanging of clinical information, and referring or transferring clients and/or family members) to required internal and external services. The agency will provide approximately 162 units (one hour of case management services for residential treatment clients) at an estimated cost of \$18.50 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$3000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:  
By:

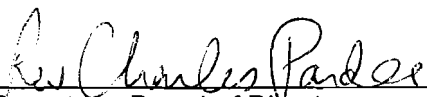
BOONE COUNTY, MISSOURI  
By:



\_\_\_\_\_  
President, Board of Directors



\_\_\_\_\_  
Commissioner



\_\_\_\_\_  
Secretary, Board of Directors

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 to the credit of such appropriation sufficient to pay therefor.

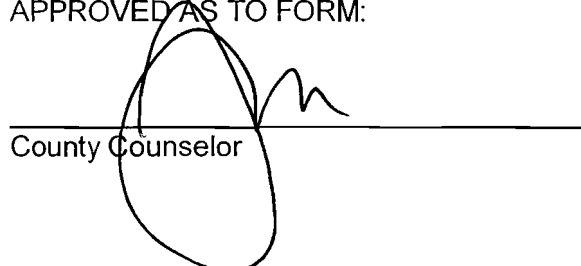
June Pitchford by KF 1/12/06  
Auditor Date  
1420-84200 #3,000.00

ATTEST:



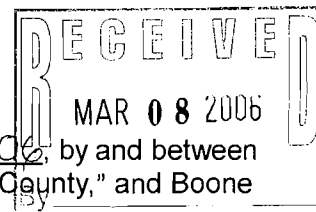
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
County Counselor

BOONE COUNTY, MISSOURI



THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Boone Early Childhood Partners hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Early Scholars Program

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Pre-school child care tuition assistance for low-income working families whose income falls between 100%-130% of state child care assistance guidelines. The agency will reimburse child care providers on a monthly invoice basis up to \$10.00 per day per child for eligible children ages 2 years old and above and up to \$15.00 per day per child for eligible children under the age of 2 years old. The agency will provide child care tuition assistance to approximately 10 children from low-income working families.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$1000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.


AGENCY:

By:

  
\_\_\_\_\_  
President, Board of Directors

BOONE COUNTY, MISSOURI

By:

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Secretary, Board of Directors

CERTIFICATION:

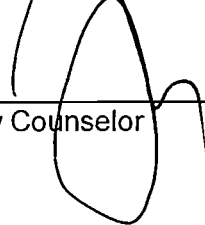
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

*June Pitchford by KF 1/13/06*  
Auditor \_\_\_\_\_ Date \_\_\_\_\_  
1420-86650 \$1000.00

ATTEST:

  
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counselor



Boone  
Early Childhood  
Partners

1400 Rock Quarry Road  
Columbia, Missouri 65211-3280

Phone 573 884-1799  
Fax 573 884-0598

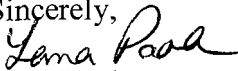
February 20, 2006

Honorable Keith Schnarre  
Presiding County Commissioner

Dear Commissioner Schnarre,

This letter is documentation to support Boone Early Childhood Partner's (DBA First Chance for Children) social services contract with Boone County to implement the Early Scholars Program.

Boone Early Childhood Partners understands and is in compliance with the Americans with Disabilities Act and 28 CFR Part 35. Services provided by and fund funded by Boone Early Childhood Partners are accessible to everyone, regardless of their disability.

Sincerely,  
  
Lana Poole,  
Director



BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Boone County Council On Aging hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

SeniorConnect

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

The SeniorConnect program will include Care Management, Volunteer and Support Services, and Information and Referral services for senior citizens age 55 and older. When new clients seek services, either by self or agency referral, staff will conduct an intake and needs assessment to determine which services the client needs to remain living independently. Referrals will be made for internal support services as well as to other external agencies. The agency will refer clients for services, advocate for client needs, coordinate volunteers to assist with needs not met by other agencies, and monitor client needs on a quarterly basis. Information will also be provided to the broader community through a variety of community and media presentations. The agency will provide approximately 976 units (one hour of service provision) of service at an estimated cost of \$13.57 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$13250.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:

  
\_\_\_\_\_  
President, Board of Directors

BOONE COUNTY, MISSOURI

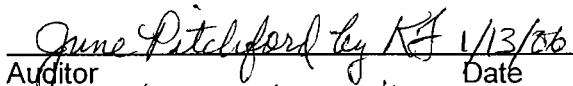
By:

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Secretary, Board of Directors

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 to the credit of such appropriation sufficient to pay therefor.

  
Auditor 1420-86630 # 13,258.00 Date 1/13/06

ATTEST:

  
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Harrisburg Preschool and Day Care Center hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Licensed Child Care

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Licensed child care to children ages 6 months to 12 years of age who primarily live in northwestern Boone County. The agency will provide a full range of educational programming, including age appropriate activities, social development, and parental involvement. The agency will provide approximately 437 units (one full day of child care for one child) at an estimated cost of \$29.14 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$12750.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:  
By:

BOONE COUNTY, MISSOURI  
By:

Shamir Beddy  
President, Board of Directors

[Signature]  
Commissioner

Missy Freeman  
Secretary, Board of Directors

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 to the credit of such appropriation sufficient to pay therefor.

Jane Pitchford by KF 1/13/06  
Auditor Date  
1420-86650 # 12,750.00

ATTEST:

Wendy S. Noren  
County Clerk

APPROVED AS TO FORM:

[Signature]  
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006 by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Reality House, Inc. hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Offender Evaluation Program

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Provide an offender evaluation program for adult legal offenders between the ages of 17-25 who are not on probation, but are being considered for probation or prison. Services will include 24-hour a day supervision within the facility and checks on resident activities outside the facility. Residents will be monitored through the use of sign-in and sign-out procedures, regular checks with employers and teachers and alcohol and drug testing. Treatment will include structured groups as well as group and individual therapy supervised by a state certified and licensed counselor. The agency will provide approximately 226 units (one 24-hour day of care and treatment for one person) at an estimated cost of \$57.50 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

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VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$13000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

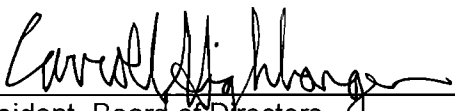
This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:

  
President, Board of Directors

  
Secretary, Board of Directors

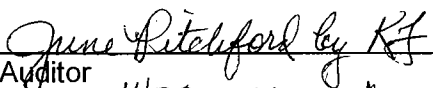
BOONE COUNTY, MISSOURI

By:

  
Commissioner

CERTIFICATION:

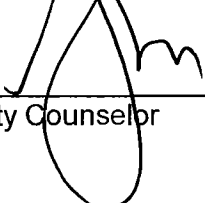
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

 by RF 1/13/06  
Auditor 1420-86625 #13,000.00 Date

ATTEST:

  
County Clerk

APPROVED AS TO FORM:

  
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Central Missouri Food Bank Network, Inc. hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Central Missouri Food Bank Pantry

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Emergency food for needy families and individuals who have been referred by area social service organizations. Food boxes include food equal to two meals per day for all household members for a period of seven days. The service is targeted to working families, the elderly and handicapped living at or below the poverty level. The agency will provide approximately 250,000 units (pounds of food) at an estimated cost of \$0.06 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$15000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:

BOONE COUNTY, MISSOURI

By:

David Ogilvie  
President, Board of Directors

[Signature]  
Commissioner

Scott Malady 2/2/06  
Secretary, Board of Directors

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 to the credit of such appropriation sufficient to pay therefore.

June Pitchford by KF 1/13/06  
Auditor Date  
1420-86665 \$15,000.00

ATTEST:

Wendy Spry  
County Clerk

APPROVED AS TO FORM:

[Signature]  
County Counselor



## VOLUNTARY ACTION CENTER

800 N. Providence Rd. Suite 220 Columbia, MO 65203  
(573) 449-6959 FAX (573) 874-9172 vac@vacmo.org www.vacmo.org

February 3, 2006

Presiding Commissioner, Keith Schnarre  
County Commission Office  
801 E. Walnut  
Columbia, MO 65201

Dear Commissioner Schnarre,

The Voluntary Action Center's office and location comply with all the major ADA requirements of the Americans for Disabilities Act and 28 CFR Part 35 for accessibility.

Visually Communicated Information: At this time we will personally read our information to anyone visually impaired. We are also prepared to record on tape any material needed. We are aware of the resources available at the Adaptive Computer Training Center at MU to convert material to Braille.

Verbally Communicated Information: Our staff works to the best of their ability with the hearing impaired, largely through writing. We work with Relay Missouri for telephone information requests and we have a TDD telephone.

The VAC office is wheelchair accessible, the doors are wide enough, we have handles on all doors that meet ADA requirements, the bathrooms are accessible, there is handicap parking, a ramp to the main level and an accessible entrance on the lower level of the building which now makes the lower level accessible in case of a tornado. Any issues regarding accessibility of the building outside of our office were referred to the landlord. There is a specially designated handicap parking for vans.

If you have any additional questions that we need to address, please call me.

Thank you.

Cindy Mustard  
Executive Director



A United Way Agency

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Mid-Missouri Legal Services Corporation hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Break the Cycle of Violence and Protect the Victims Program

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Legal services to aid in protecting residents of the City of Columbia and their children who are victims of domestic violence by making certain that the victim is represented at the adult abuse hearing in court. The primary focus of the program will be to provide the victim with an attorney to file or defend divorce and custody actions and to obtain a permanent order from the court ending the relationship and establishing custody rights of the victim to their children. Clients must have an income at or below 150% of poverty as defined by the federal government. Both clients with and without children will be served by this program. The agency will provide approximately 244 units (one hour of attorney time) at an estimated cost of \$24.56 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$6000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:

\_\_\_\_\_  
President, Board of Directors

BOONE COUNTY, MISSOURI

By:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Secretary, Board of Directors

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 to the credit of such appropriation sufficient to pay therefore.

Auditor June Pitchford by KF Date 1/12/06  
1420-84200 \$6,000.00

ATTEST:

  
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counselor



BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006 by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Centro Latino de Salud, Educacion y Cultura hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

La Escuela Latina - Youth Tutoring

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

An after-school tutoring program for school-age youth in grades 6-12 targeting Latino children but open to all children. The primary focus of the program will be tutoring to assist with homework completion, reading and math skills, and overall academic progress while helping to instill confidence and a school work ethic. Volunteers will tutor children after-school on a daily basis Monday through Thursday with elementary students attending from 3:45-5:30 p.m. and older students attending from 5:30-7:30 p.m. The agency will provide approximately 206 units (one tutoring session for one child) at an estimated cost of \$5.80 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$1200.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:  
By:

 Eduardo Crespi  
President, Board of Directors ~~Director~~

ROXANA HUAMAN  
Secretary, Board of Directors

BOONE COUNTY, MISSOURI  
By:

  
Commissioner

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 to the credit of such appropriation sufficient to pay therefore.

Jane Ritchford by KF 1/12/06  
Auditor Date  
1420-84200 #1200.00

ATTEST:

Wendy S. Nosenko  
County Clerk

APPROVED AS TO FORM:

  
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Mid-Missouri Legal Services Corporation hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Break the Cycle of Violence and Protect the Victims Program

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Legal services to aid in protecting residents of the City of Columbia and their children who are victims of domestic violence by making certain that the victim is represented at the adult abuse hearing in court. The primary focus of the program will be to provide the victim with an attorney to file or defend divorce and custody actions and to obtain a permanent order from the court ending the relationship and establishing custody rights of the victim to their children. Clients must have an income at or below 150% of poverty as defined by the federal government. Both clients with and without children will be served by this program. The agency will provide approximately 244 units (one hour of attorney time) at an estimated cost of \$24.56 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

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VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$6000.00 as follows:

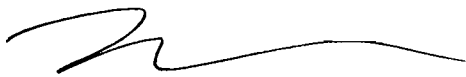
- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

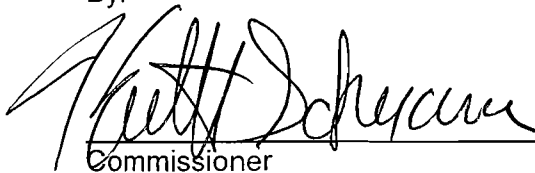
By:



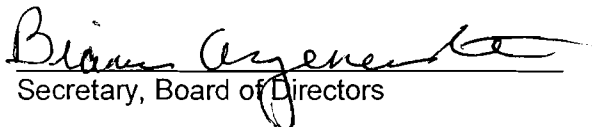
\_\_\_\_\_  
President, Board of Directors

BOONE COUNTY, MISSOURI

By:



\_\_\_\_\_  
Commissioner



\_\_\_\_\_  
Secretary, Board of Directors

CERTIFICATION:

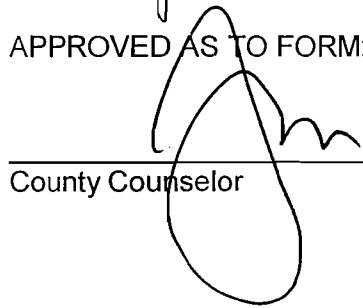
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

June Pitchford by KF 1/12/06  
Auditor Date  
1420-84200 \$6,000.00

ATTEST:

  
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Voluntary Action Center hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Family Information, Referral, and Resource Program

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Information, resource and referral services to families and individuals seeking social assistance in our community. The Voluntary Action Center serves as the agency of first and last resort, providing intervention, client advocacy and emergency assistance. Staff members will assess client needs, assist clients in accessing services, and track client populations and needs served. Services are targeted to persons at or below the poverty level and include both in-office and telephone information and referral. Many clients will be provided extended (multiple) referrals for services. The agency will provide approximately 325 units (clients contacts) at an estimated cost of \$7.69 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$2500.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:

Suse Saw  
President, Board of Directors

Donald H. Cole  
Secretary, Board of Directors

BOONE COUNTY, MISSOURI

By:

[Signature]  
Commissioner

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 to the credit of such appropriation sufficient to pay therefore.

Jane Patchford by KCF 1/12/06  
Auditor Date  
1420-84200 \$2500.00

ATTEST:

Wendy A. Neenan  
County Clerk

APPROVED AS TO FORM:

[Signature]  
County Counselor

# RAINBOW HOUSE

Children's Emergency Shelter &  
Regional Child Advocacy Center

1611 Towne Drive  
Columbia, MO 65202  
Telephone (573) 474-6600  
Fax (573) 474-5992  
[www.rainbowhousecolumbia.org](http://www.rainbowhousecolumbia.org)

January 26, 2006

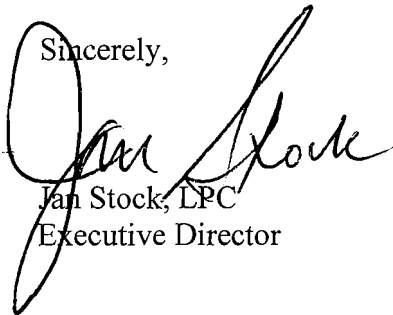
Mr. Keith Schnarre  
Presiding Commissioner  
Boone County Commission  
Roger Wilson Government Center  
801 East Walnut Street  
Columbia, MO 65205

Dear Commissioner Schnarre:

As you are likely aware, we moved into a newly constructed facility in the Fall of 2004. The building was constructed to meet all ADA standards and 28 CFR Part 35 so that we could serve persons with any type of disability.

We have access to sign language and language interpreters, and we are willing to go into the home or other environment of our clients if necessary to meet their needs. We provide information to clients about agencies that serve the disabled such as Services for Independent Living, Jobpoint, Boone County Group Homes, Butterfield, Boys and Girls Town, Edgewood Children's Center, and Presbyterian Children's Services. It is our goal to serve the community, and disabilities shall not be an obstacle to the services we provide.

Sincerely,



Jan Stock, LPC  
Executive Director



City of Columbia



BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Rainbow House - Child Abuse and Neglect Emergency Shelter, Inc. hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Child Advocacy Center

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

A Child Advocacy Center where a child can be referred by members of an investigative team when abuse or neglect is suspected. The goal is to make the center available for interviews 24 hours per day where a multidisciplinary approach can be used by various professionals investigating the allegations of abuse and neglect, thus reducing the trauma to the child. The agency will provide approximately 3 units (a forensic interview or exam of one child) at an estimated cost of \$731.98 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

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V.

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VI.

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VII.

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VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$2350.00 as follows:

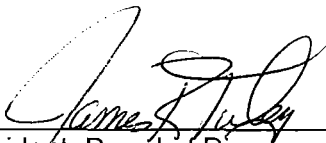
- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:



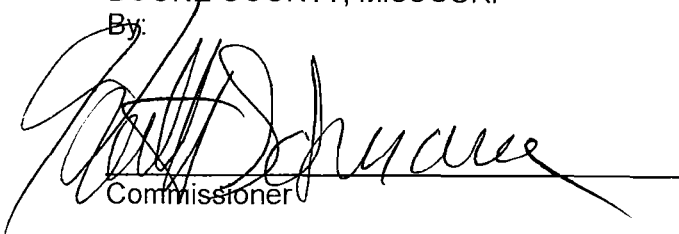
\_\_\_\_\_  
President, Board of Directors



\_\_\_\_\_  
Secretary, Board of Directors

BOONE COUNTY, MISSOURI

By:



\_\_\_\_\_  
Commissioner

CERTIFICATION:

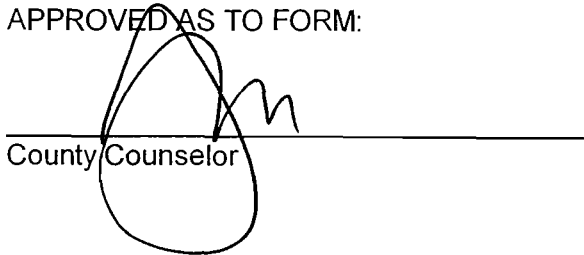
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

June Pitchford by KF 1/12/06  
Auditor Date  
1420-84200 #2350.00

ATTEST:

  
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Rainbow House - Child Abuse and Neglect Emergency Shelter, Inc. hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Clinical Services

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Clinical services designed to help prevent child abuse and neglect. Family-centered in-home and center-based educational and clinical services will be provided through the Family Advocate Program and the Rainbow Kids Therapy program. The agency will provide approximately 10 units (one hour of counseling or clinical services) at an estimated cost of \$99.15 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$1000.00 as follows:


- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.


This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:


By:

  
\_\_\_\_\_  
President, Board of Directors

  
\_\_\_\_\_  
Secretary, Board of Directors

BOONE COUNTY, MISSOURI

By:

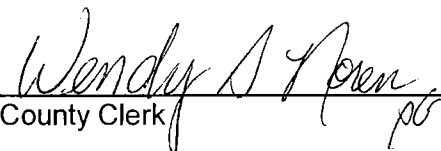
  
\_\_\_\_\_  
Commissioner

CERTIFICATION:

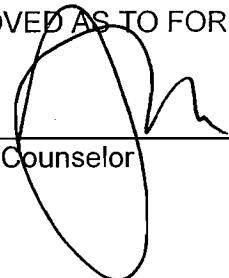
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

June Pitchford by KF 1/13/06  
Auditor Date  
1420-86647 \$1000.00

ATTEST:

  
\_\_\_\_\_  
County Clerk *ps*

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counselor



BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 34<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Rainbow House - Child Abuse and Neglect Emergency Shelter, Inc. hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Crisis Care for Children

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Crisis intervention services for children ages birth to eighteen whose parents have a need to place their child(ren) in temporary care on a voluntary basis due to family crisis and/or emergency. Parents must meet with agency staff and set goals for overcoming their crisis. Crisis care will be available 365 days of the year with services available until the current family crisis and/or emergency is resolved. The agency will provide approximately 8 units (24 hours of crisis care for one child) at an estimated cost of \$188.06 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$1500.00 as follows:


- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.


This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

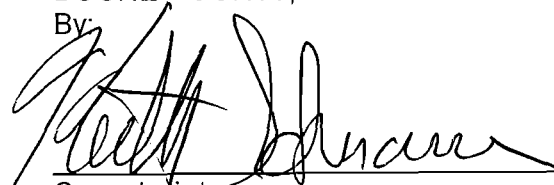
By:

  
\_\_\_\_\_  
President, Board of Directors

  
\_\_\_\_\_  
Secretary, Board of Directors


BOONE COUNTY, MISSOURI

By:

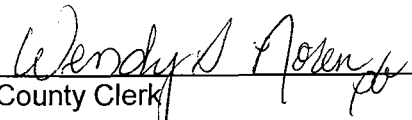
  
\_\_\_\_\_  
Commissioner

CERTIFICATION:

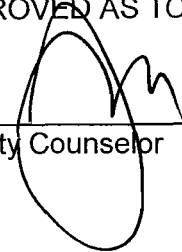
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

  
\_\_\_\_\_  
Auditor      Date      1/13/06  
1420-86647      \$1500.00

ATTEST:

  
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Rainbow House - Child Abuse and Neglect Emergency Shelter, Inc. hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Emergency Shelter Care for Children

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Emergency foster care for children ages birth to eighteen who have been taken into court custody as victims of domestic violence, physical or sexual abuse, or severe emotional mistreatment. Emergency shelter and food along with a variety of support services will be provided to children 365 days of the year for up to 30 days per child until an appropriate living arrangement can be found. The agency will provide approximately 24 units (24 hours of emergency foster care for one child) at an estimated cost of \$183.57 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$4500.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:

James Tuley  
President, Board of Directors

Tom Magee  
Secretary, Board of Directors

BOONE COUNTY, MISSOURI

By:

Paul H. Hays  
Commissioner

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 to the credit of such appropriation sufficient to pay therefor.

Jane Pitchford by KF 1/13/06  
Auditor 1420-86647 Date \$4500.00

ATTEST:

Wendy S. Noren  
County Clerk

APPROVED AS TO FORM:

[Signature]  
County Counselor



# SERVICES FOR INDEPENDENT LIVING

1401 Hathman Place • Columbia, Missouri 65201 • Voice 573-874-1646 • TTY: 573-874-4121

January 26, 2006

Mr. Keith Schnarre  
Presiding Commissioner

Re: ADA Compliance

Our agency, Services for Independent Living (SIL) has been providing services and advocacy to people with disabilities for over 20 years. Our staff worked with and was well-known to the framers of the Americans With Disabilities Act (ADA). SIL has served as an ADA compliance training organization to the City of Columbia, Boone County, and numerous other entities, businesses, agencies, and organizations in our seven-county service area.

We can more than certify that our agency is in full compliance with the Americans With Disabilities Act.

Sincerely,

Tarzie Hart, Asst. Director  
S.I.L.



BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Independent Living Center of Mid-Missouri d.b.a. Services for Independent Living hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Transportation Services for Persons with Disabilities

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Door-to-door transportation services from 7:30 a.m.-5:00 p.m. for persons with disabilities who are unable to access existing fixed route and para-transit public transportation. Evening transportation will be provided on a scheduled basis for agency sponsored and other community programs. Transportation services will be provided using two lift-equipped mini-buses. Transportation will be provided to persons with disabilities in order to attend programs at the agency as well as for shopping, health and dental care appointments, recreation, to attend community events and for employment and education related travel. The agency will provide approximately 65 units (one way transportation for one person) at an estimated cost of \$30.53 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.



V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$2000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:

Bill McClintock  
President, Board of Directors

BOONE COUNTY, MISSOURI

By:

[Signature]  
Commissioner

[Signature]  
Secretary, Board of Directors

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 to the credit of such appropriation sufficient to pay therefore.

June Pitchford by KF 1/13/06  
Auditor Date  
1420-86690 \$2,000.00

ATTEST:

Wendy S. [Signature]  
County Clerk

APPROVED AS TO FORM:

[Signature]  
County Counselor



The mission of OATS, Inc. is to provide reliable transportation for transportation disadvantaged Missourians so they can live independently in their own communities. Providing continuous service since 1971.

**Home Office**

2501 Maguire Blvd., Ste.101  
Columbia, MO 65201  
573-443-4516  
573-874-1914 (fax)

**East Region**

2572 Lemay Ferry Rd.  
St. Louis, MO 63125  
314-894-1701  
314-894-8318 (fax)

**Mid-MO Region**

2501 Maguire Blvd., Ste.103  
Columbia, MO 65201  
573-449-3789  
573-441-0609 (fax)

**Midwest Region**

501 W. Main St.  
Sedalia, MO 65301  
660-827-2611  
660-827-2664 (fax)

**Northeast Region**

401 W. Elm  
P.O. Box 613  
Shelbina, MO 63468  
573-588-2103  
573-588-2304 (fax)

**Northwest Region**

2921 N. Belt Highway  
P.O. Box 8367  
St. Joseph, MO 64508  
816-279-3131  
816-279-1939 (fax)

**Southwest Region**

3259 E. Sunshine, Ste. L  
P. O. Box 4606  
Springfield, MO 65808  
417-887-9272  
417-887-8784 (fax)

**West Region**

2109 Plaza Drive  
Harrisonville, MO 64701  
816-380-7433  
816-380-7725 (fax)

[www.oatstransit.org](http://www.oatstransit.org)

**January 25, 2006**

**The Honorable Keith Schnarre  
Presiding Commissioner, Boone County Commission  
Boone County Courthouse  
Columbia, MO 65201**

**RE: Compliance with Americans with Disabilities Act and 28 CFR Part 35**

**Dear Presiding Commissioner Schnarre:**

**In accordance with our agreement with the County of Boone, this letter is provided to certify that OATS, Incorporated complies with all applicable provisions of the Americans with Disabilities Act and 28 CFR 35.**

**We appreciate the County's support of the services we provide and look forward to working with the County during 2006.**

**Sincerely,**

**Linda N. Yaeger, CCTM  
Executive Director**

**c: Jack Heusted, Mid-Mo Regional Director  
Boone County File**

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 24<sup>th</sup> day of JANUARY, 2006, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and OATS, Inc. hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Elderly and Disabled Transportation

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2006, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Door to door transportation for the elderly and disabled who cannot access city busses or taxis due to cost, schedules, extent of disability or other factors. Transportation services will be provided Monday through Friday from 7:00 a.m.-5:00 p.m. with riders making reservations five to seven days in advance. The agency will provide approximately 467 units (one-way trips) at an estimated cost of \$ 17.12 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2006 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$8000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2006, and ending on December 31, 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:

William L. McHall  
President, Board of Directors

BOONE COUNTY, MISSOURI

By:

Walter Schuman  
Commissioner

Donna Yeager  
Secretary, Board of Directors

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 to the credit of such appropriation sufficient to pay therefore.

June Pitchford by KF 1/13/06  
Auditor Date  
1420-86690 \$ 8000.00

ATTEST:

Wendy S. Noren  
County Clerk

APPROVED AS TO FORM:

[Signature]  
County Counselor

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

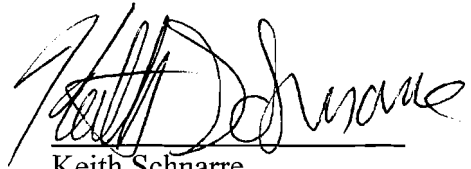
Term. 20 06

In the County Commission of said county, on the 24<sup>th</sup> day of January 20 06

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

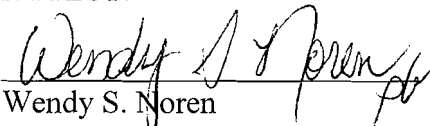
Now on this day the County Commission of the County of Boone does hereby adopt the attached Finding of Public Nuisance and Order for Abatement relating to property located at 4250 N Wyatt Lane Lot 3 and authorizes the Presiding Commissioner to sign same on behalf of the Commission.

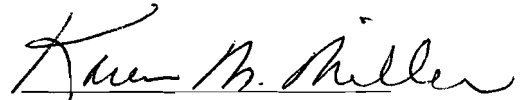
Done this 24<sup>th</sup> day of January, 2006.



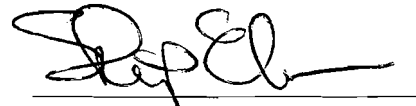
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Unlicensed/junk filled Vehicle

4250 N Wyatt Lane Lot 3  
Columbia, MO 65202

)  
)  
)  
)

JANUARY Session  
JANUARY Adjourned  
Term 2006  
Commission Order No. 31

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 24<sup>th</sup> day of JANUARY, 2006, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: Unlicensed/junk filled blue Ford van
4. The location of the public nuisance is as follows: 4250 N Wyatt Lane Lot 3, C&R Plat 1 Lot3, Parcel number 12-802-27-03-011.00 01.
5. The specific violation of the Code is:
  - Motor vehicle nuisance in violation of section 6.9 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission



finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so.

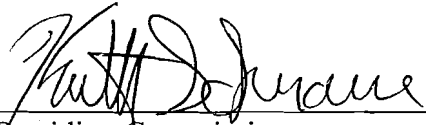
**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

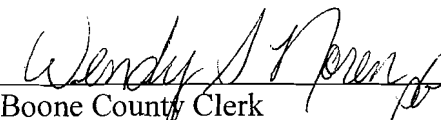
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

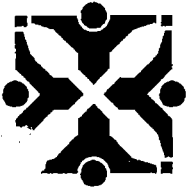
**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk



## HEARING NOTICE

David Rocklitz  
4250 N. Wyatt Lane, Lot 3  
Columbia, MO 65202

An inspection of the property you own located at Lot 3, Leisure Lane (parcel # 12-802-27-03-011.00 01) was conducted on October 25, 2005 and revealed a derelict, unlicensed, junk-filled blue Ford van on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.9.

You are herewith notified that a hearing will be held before the County Commission on January 24, 2006 at 9:30 am in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

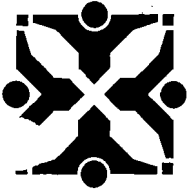
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

*Kala Gunier*

Kala Gunier *by K.H.*  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 11 day of Jan., 2006 by KH.



**INTER-OFFICE MEMORANDUM  
COUNTY NUISANCE ABATEMENT REQUEST**

**TO:** Gerald R. Worley, Environmental Health Manager  
**FROM:** Kala Gunier, Environmental Health Specialist  
**DATE:** January 10, 2006  
**SUBJECT:** County Nuisance Abatement – Unlicensed/junk filled vehicle on Wyatt Lane

The attached is submitted for a manager's recommendation to abate due to the existence of an unlicensed/junk filled blue Ford van on the property constituting a public health nuisance. The property is located at 4250 N. Wyatt Lane Lot 3 in Columbia, Missouri (parcel #12-802-27-03-011.01-01). The property is owned by David Rocklitz. An initial inspection conducted on October 25, 2005 revealed a violation of county ordinance section 6.9. A violation notice was sent on October 26, 2005 to David Rocklitz 4250 N Wyatt Lane Lot 3 Columbia, MO 65202. Mr. Rocklitz failed to claim the certified mail notice. A reinspection conducted on November 11, 2005 revealed the violation had not been abated. I recommend that we abate and tax bill if the nuisance still exists.

Manager's recommendation:

Prosecute       Abate and tax bill       Hold for further review

Attachments

David Rocklitz  
4250 N Wyatt Lane Lot 3

TIMELINE

10/21/05: citizen complaint received  
10/25/05: inspection revealed an unlicensed/junk filled blue Ford van  
10/26/05: notice of section 6.9 violation sent  
11/05: certified mail returned – unclaimed at post office  
11/17/05: reinspection conducted – van still there  
12/5/05: pictures taken  
12/16/05: notice of declaration of public nuisance order of abatement posted in the  
Columbia Daily Tribune.



David Rocklitz – Unlicensed/derelect junk filled van  
4250 N. Wyatt Lane Lot 3  
Picture taken 12/5/05 ~3:00PM by Kala Gunier



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



*all this is  
still there*

## VEHICLE NOTICE

HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH

David Rocklitz  
4250 N. Wyatt Lane Lot 3  
Columbia, MO 65202

*7005 0390 003  
07894417*

An inspection of the property you own located at Lot 3 Leisure Lane (parcel # 12-802-27-03-011.00 01) was conducted on October 25, 2005 and revealed a derelict unlicensed junk filled blue Ford van on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that if the above vehicle has not been legally licensed, stored in a garage or similar enclosure, or enclosed within a locked, fenced area that is not clearly visible from adjacent property within **15 days** after the receipt of this notice, an enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.9. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance is not abated as ordered, the County Commission may have the nuisance abated with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kala Gunier  
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 26 day of October, 2005 by TE.



**Tom Schauwecker**  
**Boone County Assessor**

Boone County Government Center  
801 East Walnut  
Columbia, MO 65201-7732

(573) 886-4270 Office  
(573) 886-4254 Fax



1 of 3

Parcel 12-802-27-03-011.00 01

Property Location LEISURE DR

City **COLUMBIA** Road **COUNTY ROAD DISTRICT (CO)** School **COLUMBIA (C1)**  
Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **ROCKLITZ DAVID**  
Address **4250 N WYATT LANE LOT 3**  
City, State Zip **COLUMBIA, MO 65202**

Subdivision Plat Book/Page **0010 0146**  
Section/Township/Range **27 49 12**

Legal Description **C & R - PLAT 1**  
**LOT 3**  
Lot Size **70 x 127.7**  
Irregular shape **Y**

Deed Book/Page **0847 0342**

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RA	3,900		3,900	RA	741		741
Totals	3,900	0	3,900	Totals	741	0	741

Previous Year's Tax  
Year **2004** Amount **\$41.45**

**OCT 26 2005**

[www.ShowMeBoone.com](http://www.ShowMeBoone.com), Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

10/25/05

6-9 vehicles

KEE

deere hat unlicensed junk filled  
Blue ford van

released

### COLLECTOR'S DEED FOR TAXES

Whereas, David Rocklitz did, on the 2th day of OCTOBER 1501 VANDIVER DRIVE, COLUMBIA MO. 65202, 1991, produce to the undersigned RAYMOND W. EASLEY, Collector of the County of BOONE, in the State of Missouri, a certificate of purchase, in writing, bearing date the 28th day of AUGUST, 1989, signed by RAYMOND W. EASLEY, who at the last mentioned date was Collector of said county, from which it appears that the said DAVID ROCKLITZ did on the 28th day of AUGUST, 1989, purchase at public auction at the door of the courthouse in said county, the tract, parcel or lot of land lastly in this indenture described, and which lot was sold to DAVID ROCKLITZ for the sum of FIVE HUNDRED SEVENTY FIVE THIRTY TWO cents, being the amount due on the following tracts or lots of land, returned delinquent in the name of NORA DOREEN COOPER, for the non-payment of taxes, costs and charges for the years 1987 and 1988 namely: 12-802-22-03-011, C. & R. PLAT 1, LOT 3, 27-49-12, BOONE COUNTY, MISSOURI, which said lands have been recorded, among other tracts, in the office of said Collector, as delinquent for the non-payment of taxes, costs, and charges due for the year last aforesaid, and legal publication made of the sale of said lands; and it appearing that the said DAVID ROCKLITZ is the legal owner of said certificate of purchase and the time fixed by law for redeeming the land therein described having now expired, the said NORA DOREEN COOPER, nor any person in his behalf having paid or tendered the amount due the said DAVID ROCKLITZ on account of the aforesaid purchase, and for the taxes by him since paid, and the said DAVID ROCKLITZ having demanded a deed for the tract of land mentioned in said certificate, and which was the least quantity of the tract above described that would sell for the amount due thereon for taxes, costs and charges, as above specified, and it appearing from the records of said County Collector's office that the aforesaid lands were legally liable for taxation, and had been duly assessed and properly charged on the tax book with the taxes for the years 1987 and 1988;

Therefore, this indenture, made this 7th day of OCTOBER, 1991, between the State of Missouri, by RAYMOND W. EASLEY, Collector of said county, of the first part, and the said DAVID ROCKLITZ of the second part, Witnesseth: That the said party of the first part, for and in consideration of the premises, has granted, bargained and sold unto the said party of the second part, his heirs and assigns, forever, the tract or parcel of land mentioned in said certificate, situate in the County of BOONE, and State of



Missouri, and described as follows, namely: 12-802-27-03-011, C. & R PLAT 1, LOT 3, 27-49-12, BOONE COUNTY, MISSOURI

To have and to hold the said last mentioned tract or parcel of land, with the appurtenances thereto belonging, to the said party of the second part, his heirs and assigns forever, in as full and ample a manner as the Collector of said county is empowered by law to sell same.

In Testimony Whereof, the said RAYMOND W. EASLEY, Collector of said county of BOONE, has hereunto set his hand, and affixed his official seal, the day and year last above written.

Witness: Wendy S. Noren, County Clerk of BOONE County, ss. Raymond W. Easley, Collector of BOONE County, ss. STATE OF MISSOURI, BOONE County, ss.

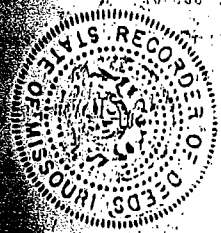
Before me, the undersigned, NOTARY PUBLIC, in and for said county, this day, personally came the above named, RAYMOND W. EASLEY, Collector of said county, and acknowledged that he executed the foregoing deed for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and seal, this 22nd day of OCTOBER, 19 21

MY COMM EXPIRES JULY 12, 1925 VELDA V. ROEMER

STATE OF MISSOURI, County of BOONE } ss. IN THE RECORDER'S OFFICE.

I, THE UNDERSIGNED, Recorder of said County, do hereby certify that the within instrument of writing was, on the 8th day of OCTOBER, A. D. 19 21, at 9:10 o'clock A.M., duly filed for record in this office, and is recorded in the records of this office, in Book 847 at page 342.



IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at COLUMBIA Missouri, this 8th day of OCTOBER, A. D. 19 21.

Bettie Johnson, Recorder. By Lisa Wyatt, Deputy.

Collector's Deed for Taxes FROM TO Filed for Record this day of 19 at o'clock minutes AM Recorder Deputy Recorder's Fees \$

**Bettie Johnson**  
**Boone County Recorder of Deeds**

**Boone County Government Center**  
**801 East Walnut**  
**Columbia, MO 65201-7732**

**573) 886-4345 Office**  
**(573) 886-4359 Fax**

Document recording information

**Instrument** CLTD - COLLECTORS DEED FOR TAXES  
**Document No.** 1991016463  
**Book** 847  
**Page** 342  
**Recording Date** 10/8/1991 9:10:00 AM  
**Dated date** 10/7/1991

Referenced By This Document (0)

References To This Document (0)

Grantor(s) (2)

**COOPER, NORA DOREEN**  
**BOONE COUNTY COLLECTOR**

Grantee(s) (1)

**ROCKLITZ, DAVID**

Grantee's Address

**1501 VANDIVER DRIVE**  
**COLUMBIA, MO 652020000**

Legal Description(s) (1)

**Lot/Unit** 3 **Block** **Plat** 1  
**Plat Book/Page** 10 / 146  
**Subdivision Name**  
**S/T/R** // QQQS/QQS/QS //  
**Sur Book/Page** Deeded Acreage  
**Free Form**  
**Parcel Number**

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# City of Columbia/Boone County Environmental Complaint Form

Date 10-21-05 Date/Time Rec'd. \_\_\_\_\_ by KH Referred to \_\_\_\_\_

How was complaint received?  Phone  Recorder  Walk-in  Inner-dept. x \_\_\_\_\_

Complainant \_\_\_\_\_ Please call? Yes No

Address \_\_\_\_\_ Phone \_\_\_\_\_

Complaint Location/Info 4250 N. Wyatt Ln., Lot 10-3  
unlicensed vehicles

Owner \_\_\_\_\_

AESTHETIC BRUSH FOOD JUNK/TRASH SEWER WEEDS VEHICLE OTHER

## INVESTIGATION RESULTS

usme

① unlic. white Ford truck

junk filled unlic gray chevy truck

① <sup>3</sup> dismantled vehicles

3 ~~①~~ unlic junk filled blue ford van

**AFFIDAVIT OF PUBLICATION**

STATE OF MISSOURI ) ss.  
County of Boone )

I, JEFFREY PEINE, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion \_\_\_\_\_ December 16, 2005
- 2nd Insertion \_\_\_\_\_
- 3rd Insertion \_\_\_\_\_
- 4th Insertion \_\_\_\_\_
- 5th Insertion \_\_\_\_\_
- 6th Insertion \_\_\_\_\_
- 7th Insertion \_\_\_\_\_
- 8th Insertion \_\_\_\_\_
- 9th Insertion \_\_\_\_\_
- 10th Insertion \_\_\_\_\_
- 11th Insertion \_\_\_\_\_
- 12th Insertion \_\_\_\_\_
- 13th Insertion \_\_\_\_\_
- 14th Insertion \_\_\_\_\_
- 15th Insertion \_\_\_\_\_
- 16th Insertion \_\_\_\_\_
- 17th Insertion \_\_\_\_\_
- 18th Insertion \_\_\_\_\_
- 19th Insertion \_\_\_\_\_
- 20th Insertion: \_\_\_\_\_
- 21st Insertion: \_\_\_\_\_
- 22nd Insertion: \_\_\_\_\_

\$51.00  
Printer's Fee

By: Jeffrey Peine  
Jeffrey Peine

Subscribed & sworn to before me this 4 day of January, 2006

[Signature]  
Notary Public

**RYAN W. PARKS**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Boone County  
My Commission Expires: May 20, 2006

**NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT**

To: David Rocklitz  
4250 N Wyatt Lane, Lot 3  
Columbia, MO 65202

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia /Boone County Health Department, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: 4250 N Wyatt Lane Lot 3 Leisure Drive, a/k/a Lot 3 C&R Plat 1 as shown by deed book 0847 page 0342

Type of Nuisance: a derelict /inoperable junk filled blue ford van. The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia, MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia /Boone County Health Department 1005 W. Worley Street, Columbia, MO 65202.

Date of Declaration, Order and Publication: December 16, 2005,  
Stephanie Browning,  
Director, Columbia/  
Boone County Health Department  
INSERTION DATE: December 16, 2005.



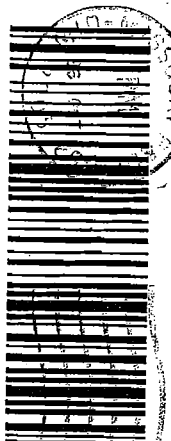
CITY OF COLUMBIA / BOONE COUNTY, MISSOURI

1005 W. WORLEY STREET  
P.O. Box 6015  
COLUMBIA, MISSOURI 65203



HEALTH DEPARTMENT  
DIVISION OF ADMINISTRATION

CERTIFIED MAIL™



7005 0390 0003 0789 4917

*David Rocklitz*  
10/27/05

UNCLAIMED  
David Rocklitz  
14230 N. Wyatt Lane, Lot 3  
Columbia, MO 65202

NOV 02 2005  
NOV 12 2005

Postmark: OCT 26 '05 COLUMBIA MO  
PB METER 7039764  
U.S. POSTAGE  
\$3.97



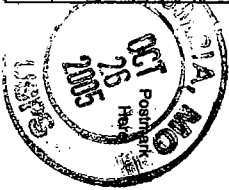
U.S. POSTAGE  
PAID  
COLUMBIA, MO  
OCT 26, 05  
RNDUNT  
\$0.00  
00032675-20

U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$ 37
Certified Fee	1.30
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.97



7005 0390 0003 0789 4917

Sent To: *David Rocklitz*  
 Street, Apt. No. or PO Box No.: *14230 N Wyatt Ln Lot 3*  
 City, State, ZIP: *Columbia MO 65202*

PS Form 3800, June 2002 See Reverse for Instructions

# STEPS FOR NOTICE, ABATEMENT AND PROSECUTION OF NUISANCES - BOONE COUNTY

Designate type of Public Health Nuisance

- Weeds
  
  - Trash/ Accumulation/ Inoperable vehicle/ Other
  
  - Prosecution
- 

- Send notice to all parties with an interest in the property - owner, tenant, and mortgagee. This information may be found on the Recorder's website and/or looking in the Boone Electric utility books. Notice must be sent certified, return receipt requested.

If parties refuse to sign for the notice, then we must either personally serve the owner or responsible party or post in the Tribune. Ads in the Tribune must run for one day (see attached form). The Tribune will send a notarized verification that the notice ran in the paper – save for the file.

- Re-inspect after 15 days from the date the notice was signed for by the interested parties. You may re-inspect 15 days after notice is hand-delivered or posted in newspaper. If nuisance is abated, note on a copy of the notice, attach to complaint form, and place in file box. If not abated, then:
  
- Attempt to contact by telephone to see if they intend on abating. If not, or contact is unsuccessful, we then begin abatement procedure:

1) **Weed Abatement Process:**

- A)  Take pictures of the violation. Type date and time pictures were taken along with location at the top of each page. Print at least 5 copies on color printer.
- B)  Type up an activity log noting the dates for each notice sent, contact with parties involved, inspections, and pictures.
- C)  Print a copy of the deed (Recorder's web page).
- D)  Fax a bid request to TP Mowing. They will fax back a cost estimate for mowing the property.
- E)  Type a memo to Environmental Health Manager requesting abatement, listing all pertinent information. Give to Environmental Health Manager for the OK to proceed. Include copies of A-D in a packet for Environmental Health Manager, as well as all copies of notices.
- F)  Type the Commission Order for Government Abatement (***see attached form***). Fill in the appropriate dates, names, address, and legal description. E-mail Environmental Health Manager to put the abatement request on the County Commission agenda, and include a copy of the Order for Government Abatement. Specify the date, day and time - Commission meetings are held every Tuesday at 9:30 am and every Thursday at 1:30 pm.  
**Remember: all parties must have at least 10 days notice of the hearing, so schedule appropriately.**
- G)  Environmental Health Manager will email back to verify the date and time of the Commission hearing. All interested parties must be notified via first class mail of the date and time of the hearing via a hearing notice.
- H)  Prepare a packet for each County Commissioner that includes A-E for the hearing.
- I)  Hearing is held in Commission chambers. You present pertinent information to the Commission making the case that the violation is a nuisance.

At the conclusion of the hearing, the Commission will find the nuisance either did or did not exist. If the Commission finds that the nuisance did exist, they will order the weeds to be mowed.

- J)  Fax TP Mowing to notify them they may proceed with mowing the property.
- K)  TP Mowing will fax a bill back indicating they completed the mowing. Re-inspect to make sure the mowing is completed. Note in file that mowing was completed.
- L)  Give folder with copies of all paperwork to clerical staff. Have them make a copy of everything for our files with a label. Give the other copy to Environmental Health Manager to forward to the county (Kathy in Commission's office) for tax billing and payment to TP Mowing.

2) **Other Nuisance Abatement (removal of property):**

- A)  Take pictures of the violation. Type date and time pictures were taken along with location at the top of each page. Print at least 5 copies on color printer.
- B)  Type up an activity log noting the dates for each notice sent, contact with parties involved, inspections, and pictures.
- C)  Print a copy of the deed (Recorder's web page).
- D)  Fax a bid request to TP Mowing for trash. They will fax back a cost estimate for abatement of trash from the property. If the property is a vehicle, you need to call I-70 Towing prior to removal only if the situation is other than a standard tow (i.e., another car the must be moved in order to tow the car you have the warrant for, etc.). The standard tow rate is \$85.
- E)  Type a memo to Environmental health Manager requesting abatement, listing all pertinent information. Give pertinent info to Environmental Health Manager for the OK to proceed. Include copies of A-D in a packet, as well as all copies of notices.
- F)  Type the Commission Order for Government Abatement (**see attached form**). Fill in the appropriate dates, names, address, and legal description. E-mail Environmental Health Manager to put the abatement request on the County Commission agenda, and include a copy of the Order for Government Abatement. Specify the date, day and time - Commission meetings are held every Tuesday at 9:30 am and every Thursday at 1:30 pm.  
**Remember: all parties must have at least 10 days notice of the hearing, so schedule appropriately.**
- G)  Environmental Health Manager will email back to verify the date and time of the Commission hearing. All interested parties must be notified via first class mail of the date and time of the hearing via a hearing notice.
- H)  Prepare a complete packet for each County Commissioner that includes A-E for the hearing.
- I)  Hearing is held in Commission chambers. You present pertinent information to the Commission making the case that the violation is a nuisance.

At the conclusion of the hearing, the Commission will find the nuisance either did or did not exist. If the Commission finds that the nuisance did exist, they will order the nuisance to be removed.

- J)  Type search warrant paperwork: search warrant affidavit, search warrant complaint, search warrant authorization, and search warrant return (see attached forms).
- K)  Attach original search warrant paperwork to a complete packet (like the one for the Commissioners) and call Kevin Crane's office to set up a time to get the search warrant approved and signed by a judge.



- L)  After search warrant is approved and signed, make copies for our file. Call either TP Mowing or I-70 Towing to schedule execution of search warrant.  
**Remember: the search warrant must be served within 10 days of approval.**
- M)  Serve search warrant and remove items. You must give copy of completed warrant/return to occupant if someone is home. If no one is home, leave copy on the premises. Take a photo of items removed after being loaded onto truck/trailer.
- Give copy of warrant/return to TP Mowing or I-70 Towing. If vehicle is removed, fill out Crime Inquiry and Inspection Report/Authorization to tow (see attached form). Give a copy of the Authorization to tow form to I-70 Towing.
- N)  Give copy of completed warrant/return to Court clerk with copy of photo of items removed. Keep copy of completed warrant/return and photos for our file.
- O)  Give folder with copies of all paperwork to clerical staff. Have them make a copy of everything for our files with a label. Clerical staff will forward to the County (Kathy) for tax billing and payment to TP Mowing or I-70 Towing.

## 1) Prosecutions:

- A)  Take pictures of the violation. Type date and time pictures were taken along with location at the top of each page. Print copies on color printer.
- B)  Type up an activity log noting the dates for each notice sent, contact with parties involved, inspections, and pictures.
- C)  Print a copy of the deed (Recorder's web page).
- D)  Type a memo to Environmental Health Manager requesting prosecution, listing all pertinent information. Give to Environmental Health Manager for the OK to proceed. Include copies of A-D in a packet for Environmental Health Manger, as well as all copies of notices.
- E)  Type a request for prosecution to County Councilor John Patton. Include all pertinent information. Make copies of all documents and send to Patton with request. Make sure you keep a copy of everything for our file.
- F)  County Councilor Patton will contact you if he needs any information. He will notify you of any court dates for which you need to be present.
- G)  Once case is concluded, give folder with copies of all paperwork to clerical staff. Request they make a copy of everything for our files with a label.

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned Term. 20 06

In the County Commission of said county, on the 24th day of January 20 06

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

Now on this day the County Commission of the County of Boone does hereby call for an election to be held in the Centralia Special Road District of said County on Tuesday, the 4th day of April, 2006, for the purpose of electing one (1) Commissioner of the Centralia Special Road District.

Pursuant to the provision of 115.125 said Commission hereby adopts the following Notice of Election and Sample Ballot for said election:

## NOTICE OF ELECTION

Notice is hereby given to the qualified voters of the Centralia Special Road District, County of Boone, State of Missouri that the County Commission of said County has called for an election to be held on Tuesday, the 4th day of April, 2006, from and between the hours of six o'clock a.m. and seven o'clock p.m. on said day for the purpose of electing one (1) Commissioner of the Centralia Special Road District for a term of three (3) years.

The ballot at said election shall be in substantially the following form:

OFFICIAL BALLOT  
CENTRALIA SPECIAL ROAD DISTRICT  
BOONE COUNTY, MISSOURI  
APRIL 4, 2006

FOR COMMISSIONER:  
(VOTE FOR 1) (3 YEAR TERM)

No Candidate filed. Commissioner to be elected by write-in.

The Commission further orders the election be conducted by the Clerk of said County pursuant to the provisions of Chapter 115 RSMO.

Done this 24th day of January, 2006.

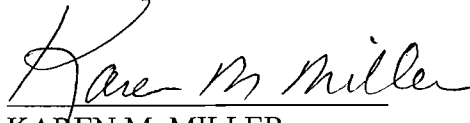


KEITH SCHNARRE  
Presiding Commissioner

Attest:



WENDY S. NOREN  
Clerk of the County Commission



KAREN M. MILLER  
District I Commissioner



SKIP ELKIN  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

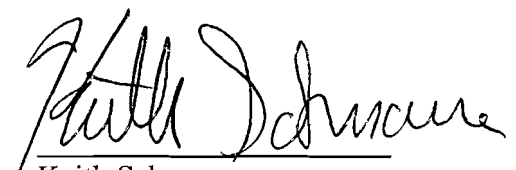
Term. 20 06

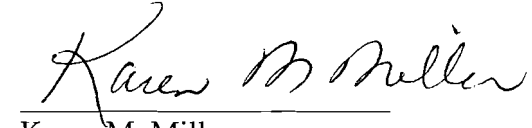
In the County Commission of said county, on the 24<sup>th</sup> day of January 20 06

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

Now on this day the County Commission of the County of Boone does hereby accept the attached certification for the County Hospital Trustee and authorize the Presiding Commissioner to sign the Commission for Llona Weiss to serve as Hospital Trustee for the remainder of a three-year unexpired term.

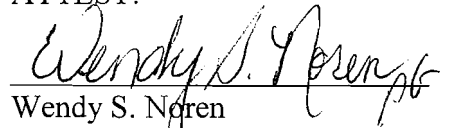
Done this 24<sup>th</sup> day of January, 2006.

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

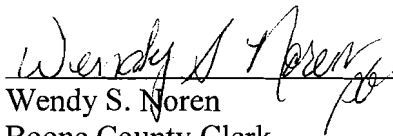
  
Skip Elkin  
District II Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

I, Wendy S. Noren county clerk and election authority in and for the County of Boone hereby certify that at the close of filing for Hospital Trustee of Boone County at 5:00 p.m. on January 17, 2006 the number of candidates filed for the position equals the number of positions to be elected. I further certify that the notice provided for in subsection 5 of section 115.127 has been published in at least one newspaper of general circulation in the district. Pursuant to the provisions of 115.124.1 RSMo.. no election shall be held for such office and the candidate, Llona C. Weiss, shall assume the duties of his office at the same time and in the same manner as if he had been elected at the April, 2006 election.

Given under my hand and seal this 24th day of January, 2006.

  
Wendy S. Noren  
Boone County Clerk

# DECLARATION OF CANDIDATE FOR ELECTION

Section 115.349, RSMo 1994 (1999 Supp)

STATE OF MISSOURI }  
County of Boone } ss.

Boone Hospital Center Trustee  
Unexpired 3 year term

To Wendy S. Noren, Boone County Clerk

Date 12-13-05

I, LLONA C. WEISS a resident and registered voter of the County of  
Boone and the state of Missouri, residing at 1801 JOHNMEYER LN.,  
COLUMBIA, MO 65203

do announce myself a candidate for the office of Hospital Trustee to be voted for at the municipal  
election to be held on the 4th day of April, 2006, and I further declare that if elected to such office I will  
qualify.

Llona C. Weiss  
Signature of Candidate

NOTICE	
Type or print your name exactly as you desire it printed on the ballot.	
Name	<u>LLONA C. WEISS</u>
Address	<u>1801 JOHNMEYER LN.</u> <u>COLUMBIA, MO 65203</u>

Ballot # 4

**Notice of Candidate's Obligation to File Financial Interest Statement**

Candidate's Name: LLONA C. WEISS

Office Sought: Hospital Trustee

Political Subdivision: Boone County

Date of Election: April 4, 2006

Financial Interest Statement  
(Election Official Check One)

You **must file** a Financial Interest Statement pursuant to section 105.483 to 105.492 RSMO. If you do not file the Financial Interest Statement by January 31, 2006, you will be assessed a \$10 per day late fee for each day the report is late!

**If you do not file the Financial Interest Statement by February 7, 2006, you will be disqualified as a candidate punishable by removal from the ballot.**

Plain English Summary

The Election Official, pursuant to section 105.973 RSMO, provided me a Plain English Summary of Ethics Laws for Candidates for Election to Office in Missouri over which the Missouri Ethics Commission has enforcement authority pursuant to Chapters 105 and 130, RSMO.

acknowledgment

I acknowledge that on the below listed date I have received written notice of a candidate's obligation to file a financial interest statement including the consequences for failure to file on time, and that I have received a Plain English Summary of Laws of Candidates for Election to Office in Missouri over which the Missouri Ethics Commission has enforcement authority.

*Llona C. Weiss*

Signature of Candidate  
(Required by sections 105.487 and 105.973 RSMO)

Date: 12-13-05

Witness: *Ammon Turner*  
Signature of Election Official



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

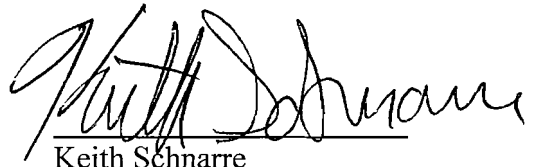
Term. 20 06

In the County Commission of said county, on the 24<sup>th</sup> day of January 20 06

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

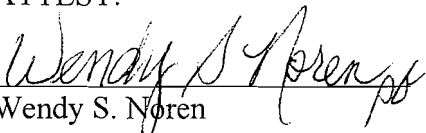
Now on this day the County Commission of the County of Boone does hereby accept the attached certification for the County Hospital Trustee and authorize the Presiding Commissioner to sign the Commission for H. Jerry Murrell to serve as Hospital Trustee for a five-year unexpired term.

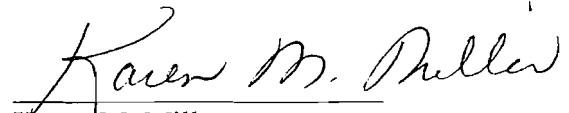
Done this 24<sup>th</sup> day of January, 2006.



Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission



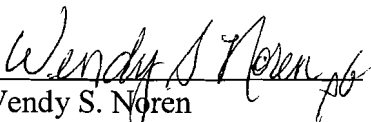
Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

I, Wendy S. Noren county clerk and election authority in and for the County of Boone hereby certify that at the close of filing for Hospital Trustee of Boone County at 5:00 p.m. on January 17, 2006 the number of candidates filed for the position equals the number of positions to be elected. I further certify that the notice provided for in subsection 5 of section 115.127 has been published in at least one newspaper of general circulation in the district. Pursuant to the provisions of 115.124.1 RSMo.. no election shall be held for such office and the candidate, H. Jerry Murrell, shall assume the duties of his office at the same time and in the same manner as if he had been elected at the April, 2006 election.

Given under my hand and seal this 24th day of January, 2006.

  
Wendy S. Noren  
Boone County Clerk

# DECLARATION OF CANDIDATE FOR ELECTION

Section 115.349, RSMo 1994 (1999 Supp)

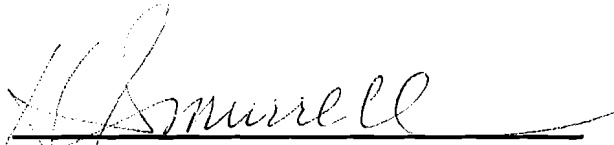
STATE OF MISSOURI }  
County of Boone } ss.

To Wendy S. Noren, Boone County Clerk

Date 12-19-05

I, Hugh Jerry Murrell a resident and registered voter of the County of Boone and the state of Missouri, residing at 1400 Torrey Pines,

do announce myself a candidate for the office of Hospital Trustee to be voted for at the municipal election to be held on the 4th day of April, 2006, and I further declare that if elected to such office I will qualify.

  
Signature of Candidate

NOTICE	
Type or print your name exactly as you desire it printed on the ballot.	
Name	<u>H. Jerry Murrell, MD</u>
Address	<u>1400 Torrey Pines</u>
Mailing Address (if different)	_____
Telephone #	<u>815-9674</u>

Random #: \_\_\_\_\_

**Notice of Candidate's Obligation to File Financial Interest Statement**

Candidate's Name: H J Murrell

Office Sought: Hospital Trustee

Political Subdivision: Boone County

Date of Election: April 4, 2006

Financial Interest Statement  
(Election Official Check One)

\_\_\_\_\_ You **must file** a Financial Interest Statement pursuant to section 105.483 to 105.492 RSMO. If you do not file the Financial Interest Statement by January 31, 2006, you will be assessed a \$10 per day late fee for each day the report is late!

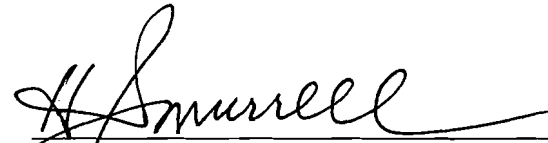
**If you do not file the Financial Interest Statement by February 7, 2006, you will be disqualified as a candidate punishable by removal from the ballot.**

Plain English Summary

The Election Official, pursuant to section 105.973 RSMO, provided me a Plain English Summary of Ethics Laws for Candidates for Election to Office in Missouri over which the Missouri Ethics Commission has enforcement authority pursuant to Chapters 105 and 130, RSMO.

Acknowledgment

I acknowledge that on the below listed date I have received written notice of a candidate's obligation to file a financial interest statement including the consequences for failure to file on time, and that I have received a Plain English Summary of Laws of Candidates for Election to Office in Missouri over which the Missouri Ethics Commission has enforcement authority.

  
\_\_\_\_\_  
Signature of Candidate  
(Required by sections 105.487 and 105.973 RSMO)

Date: 12-19-05

Witness:   
\_\_\_\_\_  
Signature of Election Official

Hospital Trustee candidates must complete the following forms:

**1. Statement of Candidacy;**

.. **Personal Financial Disclosure Notice** (on back of Statement of Candidacy);

**3. Notice of Candidate's Obligation to File Financial Interest Statement**

1 page statement which we complete and is signed by the candidate and office staff

**4. Personal Financial Disclosure Statement**

(Explain that this is due to Ethics Commission by January 31st or they can be fined and if not filed with Ethics by February 7<sup>th</sup> they will be removed from the ballot (105.492.2). Any questions should be directed to the '800' number on the back of the statement);

**5. Statement of Committee Organization** if they plan on raising or spending more than \$1,000 or receiving more than \$250.00 from any single contributor in their campaign.

(this form is due to the Ethics Commission and a copy to us by March 27th covering the period from when the person first becomes a candidate through and including any committee business on March 23rd)

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 06


In the County Commission of said county, on the 24<sup>th</sup> day of January 20 06

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

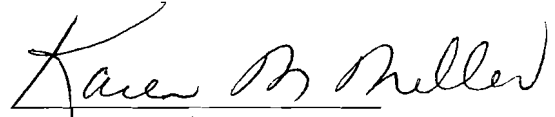
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Boone County Facilities as requested by the Mid-Missouri Solid Waste Management District for a meeting of the Mid-Missouri Solid Waste Management District Council from 6:00 p.m. to 9:00 p.m. on May 10, 2006.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

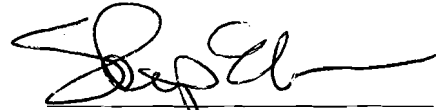
Done this 24<sup>th</sup> day of January, 2006.



Keith Schnarre  
Presiding Commissioner

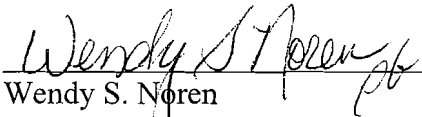


Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission

Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: Meeting of Mid-Missouri SWMD Council.

Date(s) of Use: Wednesday, May 10, 2006

Time of Use: From: 6:00 a.m./p.m. thru 9:00 a.m./p.m.

Facility requested: Courthouse Grounds  - Courtyard Square  - Chambers  - Chambers Atrium  - Rm220  - Rm208  - Rm139

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

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

Name of Organization/Person: Mid-MO Solid Waste Mgt. Dist ~~Matthew Harline~~

Organization Representative/Title: Matthew Harline / District Coordinator

Address/Phone Number: 701 E. Broadway / 874-7579

Date of Application: 1/18/2006

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy J. Jones  
County Clerk

Keith Schnarre  
County Commissioner

DATE: 1/25/2006