

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 24


In the County Commission of said county, on the 18th day of June 20 24

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

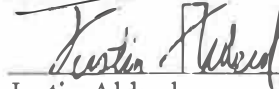
Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the FLEXIBLE Hiring Range for position number 500, Victim Assistant, and does hereby authorize an appropriation of \$20.20 per hour for the salary of said position.


Done this 18th day of June 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

284 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

June Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the 18th day of June 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve an Agreement with the City of Hallsville, Missouri for ~~CG00796 - Hallsville Water Infrastructure Improvements~~

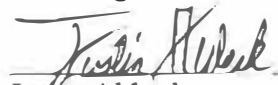
The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

Done this 18th day of June 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: June 18, 2024
RE: ARPA Funding Subrecipient: *C000796 – Hallsville Water Infrastructure Improvements* with City of Hallsville, Missouri

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract ARPA Funding Subrecipient: *C000796 – Hallsville Water Infrastructure Improvements* with City of Hallsville, Missouri. Funds will be used to support public works infrastructure improvements, which will enable the City of Hallsville to complete the service line inventory required by the EPA.

Contract award is for a not to exceed amount of \$130,000 and will be paid from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

Attached is a list of all funded and anticipated funded projects.

Boone County Regional Sewer District

The \$220,000 ARPA funds will be used to support the Boone County Regional Sewer District in updating wastewater pump stations to better serve their constituents.

Boone County Sheriff's Office

The \$300,000 will be used for the construction of a public safety childcare center.

Central Missouri Community Action

The \$750,000 ARPA funds will be used to support Central Missouri Community Action in constructing and subsidizing affordable housing units at the Providence Landing development and future developments.

CH Allied Services, Inc. d/b/a Boone Health

The \$475,390 ARPA funds will be used to expand the Progressive Care Unit at the Boone Health Hospital. This expansion will enable the facility to provide higher quality care for higher acuity patients, including patients with COVID-19.

City of Ashland

The \$290,000 ARPA funds will be used to support stormwater infrastructure improvements along Caspian Circle and Oak Street and include the Caspian Detention Basin. These improvements will help divert stormwater runoff away from residences and towards drainage creeks and subsurface infrastructure.

City of Centralia

The \$180,000 ARPA funds will be used to support the City of Centralia in improving critical park infrastructure, which due to financial challenges caused by COVID-19, were unable to be previously completed. Improvements to City of Centralia parks include updates to the public pool and community golf course. Both the pool and golf course are important spaces in the community that allow residents a much-needed outlet for exercise and mental well-being.

City of Hallsville

The \$130,000 ARPA funds will be used to support public works infrastructure improvements, which will enable the City of Hallsville to complete the service line inventory required by the EPA.

City of Sturgeon

The \$300,000 ARPA funds will be used to support wastewater improvements in the City of Sturgeon. Improvements will include repairs to sewer lines and lift stations.

Columbia Chamber of Commerce

The \$230,000 will be used for continued growth of the Workforce Development programs, including but not limited to the Talent Pipeline Initiative and the World of Works program.

Columbia Montessori School

The \$32,000 in ARPA funds will be used to replace lost revenue and to compensate for the increase in expenses caused by the COVID-19 pandemic. The funds will allow Columbia Montessori Schools to continue operations and support them in renovations which include replacing their nonfunctional windows with new windows that open and close, which would allow for improved ventilation and help to prevent and mitigate the spread of COVID-19 and other viruses.

Daniel Boone Regional Library

The \$250,000 ARPA funds will be used to help support the Daniel Boone County Library Foundation in recovering from the negative economic impact caused by the COVID-19 pandemic. This will enable the Foundation to support the Library in expanding in establishing a new program that is designed to enhance safety and security and improve social resiliency. to establish a program aimed at enhancing safety, security, and social resilience.

Show-Me Central Habitat for Humanity

The \$560,000 ARPA funds will be used to support Habitat for Humanity in constructing five single family homes in Boone Prairie Village. These homes will be 3-5 bedrooms and will be designated for low-income families.

Housing Authority of the City of Columbia

The \$835,000 ARPA funds will be used to support the Housing Authority of the City of Columbia in expanding and renovating their Bear Creek affordable housing community, renovating community facility space, and updating security. The funds will be used to renovate existing housing units, convert existing facility space into housing, resulting in additional housing units on site. The Bear Creek Affordable housing community serves low-income families, with 68% of the families falling at or below 30% of the area median income.

Robert L. Perry Juvenile Justice Center

The \$438,225 will be used for the secure detention facility accommodations project.

Stephens College

The \$81,292 ARPA funds will be used to help fund the MO Women Who Work Program, which as a pre-apprenticeship certificate program, will educate and upskill women so that they will be more prepared and eligible for career opportunities in construction work.

Wilkes Boulevard United Methodist Church Turning Point Project.

The \$20,746 in ARPA funds will be used to support Turning Point in recovering from the negative economic impact of the COVID-19 pandemic. Using these funds Turning Point will be able to support an expansion in services, which will include making the necessary improvements to their facility and equipment to better allow them to meet the higher demand in services. Their facility serves homeless individuals by providing emergency shelter, shower and laundry facilities, internet access, access to mental health services, and other wrap around services.

Village of Hartsburg Board of Trustees

The \$300,000 ARPA funds will be used help support the necessary investments in sewer and water infrastructure which will aid the Villages of Hartsburg in meeting and maintaining environmental compliance.

Voluntary Action Center Opportunity Campus

The \$350,000 ARPA funds will be used to support the Voluntary Action Center in the construction and operation of the Opportunity Campus. The Opportunity Campus will include an emergency shelter, community resource center, and medical clinic. Services provided at The Opportunity Center will serve individuals experiencing homelessness, those at risk of homelessness, and individuals experiencing housing and economic hardships.

Welcome Inn

The \$850,000 will be used for a service expansion project.



AGREEMENT FOR ARPA FUNDING
Boone County Contract #C000796
Hallsville Water Infrastructure Improvements

THIS AGREEMENT dated the 18th day of June, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **City of Hallsville (herein "Agency")**, with an effective date of the County's execution of this Agreement.

WHEREAS, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

WHEREAS, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation of the subject ARPA funds; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed One Hundred Thirty Thousand Dollars (\$130,000).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:

- i. Complete the work set out in the attached Scope of Work.
- ii. Agency will ensure compliance with all applicable federal and state laws and regulations including required contract provisions in the administration of the project.
- iii. Agency will present draw-down requests to on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
- iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
- v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
- vi. Agency, in compliance with 2 CFR 200.334, will for three (3) years after completion of the project will provide all information and documentation needed for monitoring purposes by the County, the County's external auditor, or U.S. Treasury.
- vii. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2026.

b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:

- i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures made with the provided funding were: 1) to perform activities deemed allowable under federal guidance and approved herein; 2) expenses were incurred after March 3, 2021 and prior to December 31, 2024; and 3) all funds were expended prior to December 31, 2026.

- b. Agency is not using ARPA funds to meet the local matching portion of another federal award unless permitted by the other award.
- c. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- d. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- e. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- f. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.
- g. The person signing the final certification has authority to do so on behalf of and for Agency.

6. ***Avoiding Duplication of Funding.*** Agency shall not invoice County for expenses invoiced to another funding source. Agency shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

8. ***Modification or Amendment.*** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

9. ***Compliance with Laws.*** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

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

11. ***Subcontracts.*** Agency may enter into subcontracts and other agreements in connection with a project as Agency deems necessary within the terms of the contract. Any

subcontractor or party to an agreement with Agency on this project shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

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

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

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

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

15. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

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

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be

amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

18. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymo.org
- b. Any written notice or communication to **Agency** shall be emailed to kridgway@hallsville.org and/or mailed or delivered to: City of Ashland, Attn: Kenyetta Ridway-Sample, City Administrator, PO Box 170, Hallsville, MO 65255.

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

Agency


By:

DocuSigned by:

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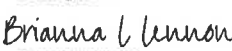
Boone County, Missouri

By: Boone County Commission

DocuSigned by:

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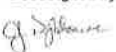
Kip Kendrick, Presiding Commissioner

ATTEST:

DocuSigned by:

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Brianna L. Lennon, County Clerk

Approved as to Legal Form:

DocuSigned by:

 7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

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

DocuSigned by:

 8C24BD84EE7A483...

6/12/2024

2983-84200/ \$130,000

Signature

Date

Appropriation Account

285-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 24

County of Boone

} ca.

In the County Commission of said county, on the 18th day of June 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve an Agreement with City of Sturgeon, Missouri for C000795 Sturgeon Wastewater Infrastructure Improvements.

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

Done this 18th day of June 2024.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: June 18, 2024
RE: ARPA Funding Subrecipient: *C000795 – Sturgeon Wastewater Infrastructure Improvements* with City of Sturgeon, Missouri

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract ARPA Funding Subrecipient: *C000795 – Sturgeon Wastewater Infrastructure Improvements* with City of Sturgeon, Missouri. The funds will be used to support wastewater improvements in the City of Sturgeon. Improvements will include repairs to sewer lines and lift stations.

Contract award is for a not to exceed amount of \$300,000 and will be paid from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

Attached is a list of all funded and anticipated funded projects.



AGREEMENT FOR ARPA FUNDING

Boone County Contract #C000795

Sturgeon wastewater infrastructure improvements

THIS AGREEMENT dated the 18th day of June, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **City of Sturgeon (herein "Agency")**, with an effective date of the County's execution of this Agreement.

WHEREAS, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

WHEREAS, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation of the subject ARPA funds; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed Three Hundred Thousand Dollars (\$300,000).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:

- i. Complete the work set out in the attached Scope of Work.
- ii. Agency will ensure compliance with all applicable federal and state laws and regulations including required contract provisions in the administration of the project.
- iii. Agency will present draw-down requests to on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
- iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
- v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
- vi. Agency, in compliance with 2 CFR 200.334, will for three (3) years after completion of the project will provide all information and documentation needed for monitoring purposes by the County, the County's external auditor, or U.S. Treasury.
- vii. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2026.

b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:

- i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures made with the provided funding were: 1) to perform activities deemed allowable under federal guidance and approved herein; 2) expenses were incurred after March 3, 2021 and prior to December 31, 2024; and 3) all funds were expended prior to December 31, 2026.

- b. Agency is not using ARPA funds to meet the local matching portion of another federal award unless permitted by the other award.
- c. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- d. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- e. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- f. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.
- g. The person signing the final certification has authority to do so on behalf of and for Agency.

6. ***Avoiding Duplication of Funding.*** Agency shall not invoice County for expenses invoiced to another funding source. Agency shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

8. ***Modification or Amendment.*** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

9. ***Compliance with Laws.*** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

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

11. ***Subcontracts.*** Agency may enter into subcontracts and other agreements in connection with a project as Agency deems necessary within the terms of the contract. Any

subcontractor or party to an agreement with Agency on this project shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

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

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

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

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

15. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

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

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be

amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

18. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymo.org
- b. Any written notice or communication to **Agency** shall be emailed to waterdept@sturgeon-mo.org and/or mailed or delivered to: City of Sturgeon, Attn: Donna Tracy, Water Department, PO Box 387, Sturgeon MO 65284.

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

Agency

Boone County, Missouri

By:

By: Boone County Commission

DocuSigned by:

 B6BC93719A58490...

DocuSigned by:

 57400BED96434D4...

Kip Kendrick, Presiding Commissioner

ATTEST:

DocuSigned by:

 D267E242BF8948C...

Brianna L. Lennon, County Clerk

Approved as to Legal Form:

DocuSigned by:

 7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

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

DocuSigned by:  8C24BD84EE7A483...	6/12/2024	2983-84200 / \$300,000
Signature	Date	Appropriation Account

284 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 24

County of Boone

} ca.

In the County Commission of said county, on the 18th day of June 20 24

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


Now on this day, the County Commission of the County of Boone does hereby approve an Agreement with Columbia Montessori Society, Inc. for C000797 - Columbia Montessori School.

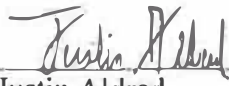
The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

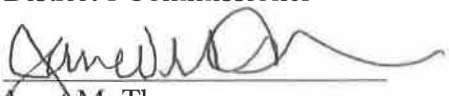
Done this 18th day of June 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: June 18, 2024
RE: ARPA Funding Beneficiary: *C000797 – Columbia Montessori School*
with Columbia Montessori Society, Inc.

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract ARPA Funding Beneficiary: *C000797 – Columbia Montessori School* with Columbia Montessori Society, Inc. Funds will be used to replace lost revenue and to compensate for the increase in expenses caused by the COVID-19 pandemic. The funds will allow Columbia Montessori Schools to continue operations and support them in renovations which include replacing their nonfunctional windows with new windows that open and close, which would allow for improved ventilation and help to prevent and mitigate the spread of COVID-19 and other viruses.

Contract award is for a not to exceed amount of \$32,000 and will be paid from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

Attached is a list of all funded and anticipated funded projects.



AGREEMENT FOR ARPA BENEFICIARY FUNDING

Boone County Contract #C000797

Columbia Montessori School

THIS AGREEMENT dated the 18th day of June, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **Columbia Montessori School (herein "Agency")**, with an effective date of the County's execution of this Agreement.

WHEREAS, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

WHEREAS, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

WHEREAS, County desires to assist Agency with Assistance to Impacted Nonprofits; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed Thirty Two Thousand Dollars (\$32,000.00).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:

- i. Complete the work set out in the attached Scope of Work.
- ii. Agency will ensure compliance with all applicable federal and state laws and regulations in the administration of the project.
- iii. Agency will present draw-down requests on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
- iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
- v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
- vi. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2025.

b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:

- i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- b. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- c. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- d. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.
- e. The person signing the final certification has authority to do so on behalf of and for Agency.

6. **Audits and Records Retention.** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

7. **Modification or Amendment.** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

8. **Compliance with Laws.** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

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

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

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

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

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

13. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

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

15. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

16. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymo.org
- b. Any written notice or communication to **Agency** shall be emailed to melaina.drissell@columbiamontessori.org and/or mailed or delivered to: Columbia Montessori School, 3 Anderson Drive, Columbia, MO 65203.

[This space is intentionally blank. Signatures appear on following page.]

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

Agency

Boone County, Missouri

By:

By: Boone County Commission

DocuSigned by:
Melaina Drissell
B7C8E95677C845C...

DocuSigned by:
Kip Kendrick
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

ATTEST:

DocuSigned by:
Brianna L. Lennon
D267E242BF8948C...

Brianna L. Lennon, County Clerk

Approved as to Legal Form:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

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

DocuSigned by:
Kyle Rigan
by J
8C24BD84EE7A483...

6/12/2024

2983-84200 / \$32,000

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 24

County of Boone

} ea.

In the County Commission of said county, on the

18th

day of June

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with Daniel Boone Regional Library for C000799 - Daniel Boone Regional Library Foundation.

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

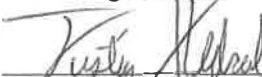
Done this 18th day of June 2024.

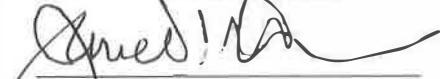
ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: June 18, 2024
RE: ARPA Funding Beneficiary: *C000799 – Daniel Boone Regional Library Foundation*

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract ARPA Funding Beneficiary: *C000799 – Daniel Boone Regional Library Foundation*. The funds will be used to help support the Daniel Boone County Library Foundation in recovering from the negative economic impact caused by the COVID-19 pandemic. This will enable the Foundation to support the Library in expanding and establishing a new program that is designed to enhance safety and security, and improve social resiliency.

Contract award is for a not to exceed amount of \$250,000 and will be paid from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

Attached is a list of all funded and anticipated funded projects.



AGREEMENT FOR ARPA BENEFICIARY FUNDING

Boone County Contract #C000799

Daniel Boone Regional Library Foundation

THIS AGREEMENT dated the _____ 18th _____ day of _____ June _____, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **Daniel Boone Regional Library Foundation (herein "Agency")**, with an effective date of the County's execution of this Agreement.

WHEREAS, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

WHEREAS, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

WHEREAS, County desires to assist Agency with Assistance to Impacted Nonprofits; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:

- i. Complete the work set out in the attached Scope of Work.
- ii. Agency will ensure compliance with all applicable federal and state laws and regulations in the administration of the project.
- iii. Agency will present draw-down requests on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
- iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
- v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
- vi. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2025.

b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:

- i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- b. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- c. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- d. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.

- e. The person signing the final certification has authority to do so on behalf of and for Agency.

6. **Audits and Records Retention.** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

7. **Modification or Amendment.** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

8. **Compliance with Laws.** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

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

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

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

- a. Due to the material breach of any term or condition of this Agreement; or

- b. If appropriations are not made available and budgeted as required by Missouri law.

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

13. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

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

15. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

16. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymo.org
- b. Any written notice or communication to **Agency** shall be emailed to bmcwilliams@dbrl.org and/or mailed or delivered to: DBRL, Attn: Beth McWilliams, 100 W. Broadway, Columbia, MO 65203.

[This space is intentionally blank. Signatures appear on following page.]

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

Agency

Boone County, Missouri

By:

By: Boone County Commission

DocuSigned by:
Erin Magner
9C89E1D5C86E4E2...

DocuSigned by:
Kip Kendrick
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

ATTEST:

DocuSigned by:
Brianna L Lennon
D267E2428FB948C...

Brianna L. Lennon, County Clerk

Approved as to Legal Form:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

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

DocuSigned by:
Kyle Rigan
8C24BD84E7A483... 2983-84200 / \$250,000

Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

June Session of the April Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 18th day of June 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve an Agreement with City of Ashland, Missouri for C000792 – Ashland Stormwater improvements.

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

Done this 18th day of June 2024.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: June 18, 2024
RE: ARPA Funding Subrecipient: *C000792 – Ashland Stormwater Improvements* with City of Ashland, Missouri

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract ARPA Funding Subrecipient: *C000792 – Ashland Stormwater Improvements* with City of Ashland, Missouri. These funds will be used to support stormwater infrastructure improvements along Caspian Circle and Oak Street and include the Caspian Detention Basin. These improvements will help divert stormwater runoff away from residences and towards drainage creeks and subsurface infrastructure.

Contract award is for a not to exceed amount of \$290,000 and will be paid from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

Attached is a list of all funded and anticipated funded projects.



AGREEMENT FOR ARPA FUNDING
Boone County Contract #C000792
Ashland Stormwater Improvements

THIS AGREEMENT dated the 18th day of June, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **City of Ashland (herein "Agency")**, with an effective date of the County's execution of this Agreement.

WHEREAS, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

WHEREAS, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation of the subject ARPA funds; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed Two Hundred Ninety Thousand Dollars (\$290,000).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement.

- i. Complete the work set out in the attached Scope of Work.
- ii. Agency will ensure compliance with all applicable federal and state laws and regulations including required contract provisions in the administration of the project.
- iii. Agency will present draw-down requests to on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
- iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
- v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
- vi. Agency, in compliance with 2 CFR 200.334, will for three (3) years after completion of the project will provide all information and documentation needed for monitoring purposes by the County, the County's external auditor, or U.S. Treasury.
- vii. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2026.

b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:

- i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures made with the provided funding were: 1) to perform activities deemed allowable under federal guidance and approved herein; 2) expenses were incurred after March 3, 2021 and prior to December 31, 2024; and 3) all funds were expended prior to December 31, 2026.

- b. Agency is not using ARPA funds to meet the local matching portion of another federal award unless permitted by the other award.
- c. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- d. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- e. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- f. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.
- g. The person signing the final certification has authority to do so on behalf of and for Agency.

6. ***Avoiding Duplication of Funding.*** Agency shall not invoice County for expenses invoiced to another funding source. Agency shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

8. ***Modification or Amendment.*** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

9. ***Compliance with Laws.*** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

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

11. ***Subcontracts.*** Agency may enter into subcontracts and other agreements in connection with a project as Agency deems necessary within the terms of the contract. Any

subcontractor or party to an agreement with Agency on this project shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

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

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

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

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

15. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

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

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be

amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

18. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymo.org
- b. Any written notice or communication to **Agency** shall be emailed to kmichel@ashlandmo.us and/or mailed or delivered to: City of Ashland, Attn: Kyle Michel, City Administrator, PO Box 135, Ashland, MO 65010.

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

Agency

By:

DocuSigned by:

 128CE7ED89AE42E...

Boone County, Missouri


By: Boone County Commission

DocuSigned by:

 57400BED96434D4...


Kip Kendrick, Presiding Commissioner

ATTEST:

DocuSigned by:

 D267E242BF8948C...

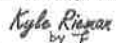
Brianna L. Lennon, County Clerk

Approved as to Legal Form:

DocuSigned by:

 7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

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

DocuSigned by:

 8C24BD84EE7A483...

6/12/2024

2983-84200 / \$290,000

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 24

County of Boone

} ca.

In the County Commission of said county, on the

18th

day of June

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with 000000 - Stephens College MO Women Work Program

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

Done this 18th day of June 2024.

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: June 18, 2024
RE: ARPA Funding Subrecipient: *C000803 – MO Women Who Work ARPA Program* with Stephens College

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract ARPA Funding Subrecipient: *C000803 – MO Women Who Work ARPA Program* with Stephens College. These funds will be used to help fund the MO Women Who Work Program, which as a pre-apprenticeship certificate program, will educate and upskill women so that they will be more prepared and eligible for career opportunities in construction work.

Contract award is for a not to exceed amount of \$81,292 and will be paid from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

Attached is a list of all funded and anticipated funded projects.



AGREEMENT FOR ARPA FUNDING
Boone County Contract #C000803
MO Women Who Work ARPA Program

THIS AGREEMENT dated the 18th day of June, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **Stephens College (herein "Agency")**, with an effective date of the County's execution of this Agreement.

WHEREAS, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

WHEREAS, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation of the subject ARPA funds; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed Eighty-One Thousand Two Hundred Ninety-Two Dollars (\$81,292).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement.

- i. Complete the work set out in the attached Scope of Work.
- ii. Agency will ensure compliance with all applicable federal and state laws and regulations including required contract provisions in the administration of the project.
- iii. Agency will present draw-down requests to on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
- iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
- v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
- vi. Agency, in compliance with 2 CFR 200.334, will for three (3) years after completion of the project will provide all information and documentation needed for monitoring purposes by the County, the County's external auditor, or U.S. Treasury.
- vii. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2026.

b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:

- i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures made with the provided funding were: 1) to perform activities deemed allowable under federal guidance and approved herein; 2) expenses were incurred after March 3, 2021 and prior to December 31, 2024; and 3) all funds were expended prior to December 31, 2026.

- b. Agency is not using ARPA funds to meet the local matching portion of another federal award unless permitted by the other award.
- c. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- d. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- e. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- f. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.
- g. The person signing the final certification has authority to do so on behalf of and for Agency.

6. **Avoiding Duplication of Funding.** Agency shall not invoice County for expenses invoiced to another funding source. Agency shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. **Audits and Records Retention.** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

8. **Modification or Amendment.** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

9. **Compliance with Laws.** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

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

11. **Subcontracts.** Agency may enter into subcontracts and other agreements in connection with a project as Agency deems necessary within the terms of the contract. Any

subcontractor or party to an agreement with Agency on this project shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

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

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

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

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

15. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

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

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be

amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

18. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymo.org
- b. Any written notice or communication to **Agency** shall be emailed to rtaylor@stephens.edu and/or mailed or delivered to: Stephens College, Attn: Dr. Robert Scott Taylor, 1200 East Broadway, Columbia, MO 65215.

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

Agency

Boone County, Missouri

By:

By: Boone County Commission

DocuSigned by:

 A4D725112D974BF...

DocuSigned by:

 574008E099434D4...

Kip Kendrick, Presiding Commissioner

ATTEST:

Approved as to Legal Form:

DocuSigned by:

 D267E242BF8948C...

DocuSigned by:

 7D71DEAEB9D74DD...

Brianna L. Lennon, County Clerk

CJ Dykhous, County Counselor

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

DocuSigned by:

 8C24BD04EE7A483...

2983-84200 / \$81,292

Signature

6/12/2024

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

June Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the 18th day of June 20 24

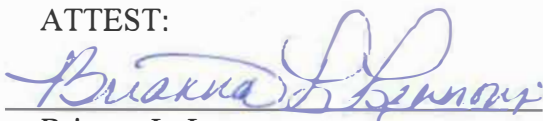
the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve an Agreement with Wilkes Boulevard United Methodist Church, Incorporated for 0000807 - Turning Point Project.


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


Done this 18th day of June 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: June 18, 2024
RE: ARPA Funding Beneficiary: *C000807 – Turning Point Project* with
Wilkes Boulevard United Methodist Church, Incorporated

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract ARPA Funding Beneficiary: *C000807 – Turning Point Project* with Wilkes Boulevard United Methodist Church, Incorporated. Using these funds, Turning Point will be able to support an expansion in services, which will include making the necessary improvements to their facility and equipment to better allow them to meet the higher demand in services. Their facility serves homeless individuals by providing emergency shelter, shower and laundry facilities, internet access, access to mental health services, and other wrap around services.

Contract award is for a not to exceed amount of \$20,746 and will be paid from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

Attached is a list of all funded and anticipated funded projects.



AGREEMENT FOR ARPA BENEFICIARY FUNDING

Boone County Contract #C000807

Turning Point Project

THIS AGREEMENT dated the 18th day of June, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **Wilkes Boulevard United Methodist Church (herein "Agency")**, with an effective date of the County's execution of this Agreement.

WHEREAS, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

WHEREAS, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

WHEREAS, County desires to assist Agency with Assistance to Impacted Nonprofits; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed Twenty Thousand Seven Hundred Forty-Six Dollars (\$20,746).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:

- i. Complete the work set out in the attached Scope of Work.
- ii. Agency will ensure compliance with all applicable federal and state laws and regulations in the administration of the project.
- iii. Agency will present draw-down requests on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
- iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
- v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
- vi. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2025.

b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:

- i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- b. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- c. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- d. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.

- e. The person signing the final certification has authority to do so on behalf of and for Agency.

6. **Audits and Records Retention.** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

7. **Modification or Amendment.** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

8. **Compliance with Laws.** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

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

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

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

- a. Due to the material breach of any term or condition of this Agreement; or

- b. If appropriations are not made available and budgeted as required by Missouri law.

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

13. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

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

15. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

16. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymmo.org
- b. Any written notice or communication to **Agency** shall be emailed to comoturningpoint@gmail.com and/or mailed or delivered to: Turning Point, Attn: Darren Morton, 702 Wilkes Boulevard, Columbia, MO 65201.

[This space is intentionally blank. Signatures appear on following page.]

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

Agency

Boone County, Missouri

By:

By: Boone County Commission

DocuSigned by:
Darren Morton
B9AE833CD5ED4EF...

DocuSigned by:
Kip Kendrick
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

ATTEST:

DocuSigned by:
Brianna L. Lennon
0267E242BF8948C...

Brianna L. Lennon, County Clerk

Approved as to Legal Form:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

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

DocuSigned by: <i>Nyle Ringer</i> 8C24BD84EE7A83...	6/12/2024	2983-84200 / \$20,746
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

June Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the 18th day of June 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with Central Missouri Community Action for C000790 - Providence Landing Affordable Housing Project.



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

Done this 18th day of June 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: June 18, 2024
RE: ARPA Funding Subrecipient: *C000790 – Providence Landing Affordable Housing Project* with Central Missouri Community Action

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract *C000790 – Providence Landing Affordable Housing Project* with Central Missouri Community Action. These funds will be used to support Central Missouri Community Action in constructing and subsidizing affordable housing units at the Providence Landing development and future developments.

Contract award is for a not to exceed amount of \$750,000 and will be paid from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

Attached is a list of all funded and anticipated funded projects.



AGREEMENT FOR ARPA FUNDING

Boone County Contract #C000790

Providence Landing Affordable Housing Project

THIS AGREEMENT dated the 18th day of June, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **Central Missouri Community Action (herein "Agency")**, with an effective date of the County's execution of this Agreement.

WHEREAS, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

WHEREAS, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation of the subject ARPA funds; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project.

All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

- a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:
 - i. Complete the work set out in the attached Scope of Work.
 - ii. Agency will ensure compliance with all applicable federal and state laws and regulations including required contract provisions in the administration of the project.
 - iii. Agency will present draw-down requests to on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request. **Agency will not include indirect expense markups on its invoices for this capital project.**
 - iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
 - v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
 - vi. Agency, in compliance with 2 CFR 200.334, will for three (3) years after completion of the project will provide all information and documentation needed for monitoring purposes by the County, the County's external auditor, or U.S. Treasury.
 - vii. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2026.
- b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:
 - i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures made with the provided funding were: 1) to perform activities deemed allowable under federal guidance and approved herein; 2) expenses were incurred after March 3, 2021 and prior to December 31, 2024; and 3) all funds were expended prior to December 31, 2026.
- b. Agency is not using ARPA funds to meet the local matching portion of another federal award unless permitted by the other award.
- c. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- d. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- e. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- f. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.
- g. The person signing the final certification has authority to do so on behalf of and for Agency.

6. ***Avoiding Duplication of Funding.*** Agency shall not invoice County for expenses invoiced to another funding source. Agency shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

8. ***Modification or Amendment.*** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

9. ***Compliance with Laws.*** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

10. ***Discrimination.*** Agency will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws

or county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

11. **Subcontracts.** Agency may enter into subcontracts and other agreements in connection with a project as Agency deems necessary within the terms of the contract. Any subcontractor or party to an agreement with Agency on this project shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

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

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

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

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

15. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

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

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

18. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymo.org
- b. Any written notice or communication to **Agency** shall be emailed to darinp@cmca.us and/or mailed or delivered to: CMCA, Attn: Darin Preis, 807B North Providence Rd., Columbia, MO 65203.

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

Agency


Boone County, Missouri

By:

By: Boone County Commission

DocuSigned by:

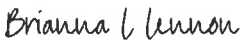
 3C86F489A7A8485...


DocuSigned by:

 57400BED96434D4...

Kip Kendrick, Presiding Commissioner

ATTEST:

Approved as to Legal Form:


DocuSigned by:

 D267E242BFB948C...

DocuSigned by:

 7D71DEAEB9D74DD...

Brianna L. Lennon, County Clerk

CJ Dykhouse, County Counselor

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

DocuSigned by:

 8C24BD84EE7A463...

6/12/2024

2983-84200 / \$750,000

Signature

Date

Appropriation Account

292 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the 18th day of June 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Amendment for Department 2520 to purchase Election Equipment.

Done this 18th day of June 2024.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Commission Order: _____

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Boone County Clerk's Office
Person Requesting	Brianna Lennon
Date Requested	5/30/24
Contact Phone Number	573-886-4296

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

PURCHASING DEPARTMENT APPROVAL:

Signature _____

Date _____

SOLE SOURCE NUMBER:

(Assigned by Purchasing)

COMMISSION APPROVAL:

Signature _____

Date _____

Expiration Date: _____ 20__ through _____ 20__

One Time Purchase (check)

<i>Vendor Name</i>	KnowInk LLC
<i>Vendor Address</i>	460 N Lindbergh Blvd
<i>Vendor Phone and Fax</i>	8557655723
<i>Product Description</i>	PollPrint equipment for use in elections
<i>Estimated Cost</i>	\$92,000
<i>Department/Account #s) / Amt. Budgeted</i>	2320-23810

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

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing equipment.
 - Immediate purchase is necessary to correct situations threatening life/property.
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by a physician.
 - Used Equipment - Within price set by one/two appraisal(s) by a disinterested party(ies)
 - Other - List (attach additional sheets if necessary)

Commission Order: _____

2. Briefly describe the commodity/material you are requesting and its function.
Knowink is our vendor for poll pads, which are used to check in voters during elections. We bid our poll pad contract in 2023 through RFP and Knowink was the only (and best) response and the contract was awarded to them. Knowink has a ballot-on-demand system that will significantly improve our elections processes and we plan to pilot it for the August election so that we can provide better service for the 2024 election cycle.
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
Knowink's ballot-on-demand system is the only one that can integrate with our poll pad equipment and software. It is a seamless integration so that when a voter is checked in on the poll pad, the full paper ballot is printed specifically for that voter. It eliminates the waste of over-ordering pre-printed ballots and ensures that the voter receives only their assigned ballot. The only other alternatives for a ballot on demand system would be to require voters to only use touch-screen ballot marking devices (which would be more expensive to purchase more devices than what we currently have and not the preferred method that voters choose to mark their ballot) or to purchase an entirely different voting tabulation system that has ballot-on-demand integrated into it, which would require full replacement of our entire voting equipment system.
4. What research has been done to verify this vendor as the only known source?
Through conferences, continuing education, and expertise gained through experience, Knowink is the only ballot-on-demand system that works with our processes and existing equipment.
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 Yes (please attach a list of known sources)
 No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
Yes, the Knowink ballot-on-demand system works because it is integrated into our existing poll pad system that we have been using since 2016 and renewed through the RFP process in 2023.
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
As with an electronic equipment, there are components that will need to be replaced, such as the printers, but those costs are part of the normal election cost cycle. There are also software licenses that are the same as the licenses we pay for poll pads and they will not be incurred until after this 3 year contract is renewed.
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state the previous purchase order number(s).
The Knowink poll pads were purchased in 2023 through competitive bid and no other purchases have happened since awarding that contract (Contract C000663 awarded from RFP 18-09JUN23).
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)
Please provide document numbers.
Knowink's original contract in 2016 was sole source and renewed in 2019 as sole source. It is now competitively bid to them.
10. What are the consequences of not securing this specific commodity/material?
We will not be able to accomplish the election improvements that are necessary to have a successful 2024 election cycle.
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?
This is a one-time purchase and the software license renewal will occur in 2027.



knowink
Innovative Election Solutions

Brianna Lennon
Boone County MO Clerk's Office
801 E. Walnut, Room 236
Columbia MO 65201

July 30, 2019

Dear Brianna:

This letter has been written to confirm that the KNOWINK Poll Pad & annual software subscriptions are sole source products, and are only sold by KNOWINK, LLC. Any Poll Pad and software must be purchased directly from KNOWINK, LLC.

Regards,

A handwritten signature in black ink, appearing to read 'Kevin Schott'.

Kevin Schott
CFO
KNOWINK, LLC

KNOWINK, LLC.
 460 N Lindbergh Blvd
 Saint Louis, MO 63141
 +18557655723
 http://knowink.com

Estimate



ADDRESS
 Brianna L. Lennon
 Boone Co MO Clerk
 801 E. Walnut Rm 236
 Columbia, MO 65201 USA

ESTIMATE #	DATE
8998	05/30/2024

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	iPad 10th Gen WIFI 64GB		15	340.00	5,100.00
	Transport Case 910 - No Printer	Transport Case (1 Poll Pad Unit)	15	110.00	1,650.00
	Protective Case - Green		15	50.00	750.00
	Poll Print Connection Package	Includes: Redpark Adapter Mikrotek Router Ethernet cables 6' USB-C to USB-C Cables	15	280.00	4,200.00
	Poll Print Printer	Kyocera	15	950.00	14,250.00
	Poll Print Cabinet		15	1,700.00	25,500.00
	Poll Print Installation		2	2,500.00	5,000.00
	Poll Print Initial License	Includes First Year License for software updates and support.	15	1,000.00	15,000.00
	Poll Print Shipping		15	200.00	3,000.00
					Subtotal: 74,450.00
	Poll Print Annual License	Year 2 Annual Licenses and Maintenance Fees Includes software updates and support	15	500.00	7,500.00
		Year 3 Annual Licenses and Maintenance Fees			Subtotal: 7,500.00

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting included required VR Extract and digital e-Roster.

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	Poll Print Annual License	Includes software updates and support	15	500.00	7,500.00
		Optional			Subtotal: 7,500.00
	Toner		15	150.00	2,250.00
					Subtotal: 2,250.00
SUBTOTAL					91,700.00
TAX					0.00
TOTAL					USD 91,700.00

Accepted By

Accepted Date

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting Included required VR Extract and digital e-Roster.

B/N



MEMBER FDIC P.O. Box 4500, Jefferson City, MO 65102
(573) 874-8100

RETURN SERVICE REQUESTED

On April 1, 2024 Central Bank will be changing some of the charges to service your account. You should see a minimal change. If you have questions, please give us a call.

COUNTY OF BOONE
ELECTION GRANT FUND
801 E WALNUT ST
COLUMBIA MO 65201-4800

Period 03/01/2024 - 03/29/2024 Page 1 of 1

Web Address www.centralbank.net

M XXXXXXXXXX

Your Financial Summary on March 29, 2024

	<u>Bank Deposits</u>		<u>Totals</u>
Bank Deposit Accounts:			
Checking	\$ 248,559.31		
Bank Deposit Total		\$	248,559.31
Total Assets:	\$ 248,559.31	\$	248,559.31

Detailed Explanation of Account Balances and Other Assets

Corporate Interest Checking

No. 128506276	Beginning Balance February 29, 2024	\$	240,805.66
Deposits			
Mar. 04	BL FROM MAIN CHECKING		6,613.75
Mar. 29	Interest Earned		1,139.90
	Total	+ \$	7,753.65
	Ending Balance March 29, 2024	\$	248,559.31

Number of days since last statement/interest cycle 31
 Beginning and ending dates for calculation of statement/interest cycle are 03/01/2024 through 03/31/2024
 Average collected balance 246,779.00
 Interest rate 5.45%
 Annual percentage yield earned 5.59%

End of Bank Deposits

To Balance Your Checkbook

Fill in amounts below from your checkbook or savings record book and bank statement.

Send Inquiries to:
Central Bank
 720 East Broadway
 P.O. Box 878
 Columbia, Missouri 65205-878
 573-874-8100
 Member FDIC

Enter balance shown on bank statement. \$ _____

Add deposits not on bank statement. \$ _____

Subtotal (+) \$ _____

Enter balance shown in your checkbook or savings record book. \$ _____

Add any deposits and other additions, loan advances, bank deposits, Online Banking deposits, other electronic deposits, or transfers between savings & checking (including Online Banking, InfoLine, and ATMs) not entered in your checkbook or savings record book. \$ _____

Subtotal (+) \$ _____

Subtract checks or withdrawals issued but not on statement. \$ _____

Subtotal (-) \$ _____

Subtract service charges, maintenance fees, automatic payments, the bank withdrawals, Online Banking payments, Debit Point-of-Sale transactions, other electronic transactions, or transfers between savings & checking (including Online Banking, InfoLine, and ATMs) not entered in your checkbook or savings record book. \$ _____

Subtotal (-) \$ _____

Balance shown in your checkbook or savings record book. (=) \$ _____

Balance (=) \$ _____

These totals represent the correct amount of money you have in the bank and should agree. Please examine your statement promptly and report any errors immediately.

Important Information About Securities Line, Cash Reserve and Business Reserve

INTEREST CHARGE CALCULATION:
 We figure the interest charge on your account by applying the daily periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance", we take the beginning balance of your account each day, add any new advances and subtract any credits or payments for that day. This gives us the daily balance. We add each day's interest charge to get the total interest charge which is shown on your monthly statement.

To calculate the Average Daily Balance noted in the Balance Subject to Interest Rate column we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance". The interest charge may be calculated by multiplying each of the average daily balances by the applicable daily periodic rate, multiplying the results by the number of days in the billing cycle divided by 365 and adding together to get the Total Interest For This Period.

WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT/BILL:

If you think there is an error on your statement/bill, write to us at:
 Central Bank, 720 East Broadway, P.O. Box 878, Columbia, Missouri 65205-878

- In your letter, give us the following information:
- > Account Information: Your name and account number.
 - > Dollar amount: The dollar amount of the suspected error.
 - > Description of Problem: If you think there is an error on your statement/bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement/bill. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:
 - > We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - > The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - > While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - > We can apply any unpaid amount against your credit limit.

PERSONAL ACCOUNTS: IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 1-866-998-4817 or write us at:
 Central Banccompany, Regulation E Investigations, P.O. Box 779, Jefferson City, MO 65102-9982
 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error occurred.

- (1) Tell us your name and account number
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this (20 business days if the transfer involved a new account), we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

293 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

June Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the 18th day of June 20 24


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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Animal Control Agreement between Boone County and the City of Ashland.


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

Done this 18th day of June 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Animal Control Enforcement Cooperative Agreement

THIS AGREEMENT is entered into this 18th day of June, 2024, by and between the **County of Boone**, State of Missouri through the Boone County Commission (herein “County”) and the **City of Ashland**, a municipal corporation within the County of Boone, State of Missouri (herein “City”);

WITNESSETH:

WHEREAS, County has duly enacted certain regulations pertaining to Animal Control pursuant to Sections 192.300 and 322.090-322.130, RSMo, and provided a program for inspection and enforcement of same within the unincorporated areas of Boone County, Missouri, and

WHEREAS, City has enacted Chapter 27 of the Code of Ordinances of the City of Ashland, copies are attached hereto and incorporated herein by reference, which are substantially the same as the Boone County Health Regulations, Chapter 2 – Animal Control, and desires to establish a program for inspection and enforcement of its Animal Control Codes, and

WHEREAS, the parties hereto believe that it is in their respective economic interests and in the public interest in general to enter into this agreement to have a uniform program for Animal Control Codes enforcement in order to promote the health, safety, and welfare for the citizens of Boone County, and

WHEREAS, the parties hereto are authorized by law to contract for common services pursuant to Section 70.220, RSMo, and each by order or ordinance has empowered their respective signatories to enter into this agreement,

NOW THEREFORE, in consideration of the mutual understandings and undertakings contained in this agreement, the parties agree as follows:

1. The City shall enact and keep in full force the following “Animal Control Codes”:
 - A. Chapter 27 – Animal Control. These ordinances shall be substantially similar to Chapter 2 of the Boone County Health Code, which is subject to change by the Boone County Commission; City agrees to promptly amend its ordinances to adopt current county animal control ordinances for

services within City as soon as reasonably practicable after they are adopted by County, and County, through the Department, shall notify the City of any such changes.

B. An ordinance which establishes fines and penalties for violation of the Animal Control Codes and remedies to provide for the enforcement thereof, consistent with fees, fines, penalties and remedies provided for by the County for the same or similar circumstances. These fees, fines, penalties and remedies are subject to change by the Boone County Commission; City agrees to promptly amend its ordinances to adopt current county fees, fines, penalties and remedies for services within City as soon as reasonably practicable after they are adopted by County, and County, through the Department, shall notify the City of any such changes.

C. An ordinance which authorizes this agreement and empowers the County through the City of Columbia/Boone County Health Department (hereafter "Department") to administer and enforce the foregoing regulations within City.

2. County agrees to provide animal code enforcement services within City through the Department at the anticipated services levels set out in Exhibit A. County also agrees to notify City in the event it amends Chapter 2 – Animal Control of the Boone County Health Code so as to allow City to amend as appropriate Chapter 27 of its Code of Ordinances so that the operative terms shall remain consistent. County through the Department also shall keep and maintain records and reports relating to the enforcement activity and provide City with copies of same upon request or as mutually deemed appropriate. Fees, if any, such as permit fees for dangerous or exotic animals, boarding fees and/or impoundment fees shall be retained by the County as in other County animal code enforcement activities.

3. City agrees to inform the public in the City of the adoption of the Animal Control Codes and administration and enforcement thereof by the Department. City also agrees to provide Department and County with copies of all amendments of Codes for relevant administration and legal proceedings.

4. For the term of this contract, June 1, 2024, through May 30, 2025, City agrees to pay County a rate of \$56.59 for each hour the Department spends responding to calls, plus mileage for each call at the current IRS mileage reimbursement rate. However, the total reimbursement shall not exceed \$6,000 unless this contract is amended. The City will be reimbursing for services rendered herein, and paid on a quarterly basis. This is a one-year contract and will not automatically renew. If the parties wish to continue services beyond May 30, 2025, they will enter into a new, written agreement.

5. City agrees to enforce compliance with the Animal Codes by bringing civil or criminal legal proceedings against those for whom violations have been reported as deemed appropriate by legal counsel for the City. City also shall, at its own expense, defend all legal actions pertaining to the interpretation or implementation of the Animal Codes provided for herein and adopted by City and shall, as the City Prosecutor deems appropriate, prosecute all legal actions under the Animal Codes.

6. This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.

7. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in office.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above-written.

CITY OF ASHLAND:

By:



Mayor

ATTEST:



City Clerk

Approved as to form:



City Attorney

BOONE COUNTY, MISSOURI:

By:



Kip Kendrick, Presiding Commissioner

ATTEST:



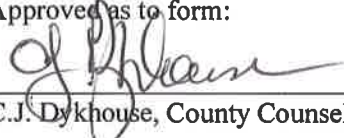
Brianna Lennon, County Clerk

AUDITOR ACKNOWLEDGEMENT
FOR BUDGET PURPOSES:

 *No Encumbrances
Required*

Kyle Rieman, Boone County Auditor

Approved as to form:



C.J. Dykhouse, County Counselor

Exhibit A

Columbia/Boone County Health Department Ashland Animal Control Enforcement Cooperative Agreement Anticipated Level of Service

Normal service levels: 2.5 Animal Control Officers for Boone County excluding the City of Columbia.

Normal service hours: 7:00 a.m. - 6:00 p.m. The Animal Control Officers serving Boone County, excluding the City of Columbia, are typically available seven days per week and after hours for emergencies.

Emergency response: Emergencies such as dog bites, vicious dogs, large animals in roadways threatening public safety, injured animals, and wildlife inside living spaces will be responded to as quickly as resources allow.

Routine running at-large calls will be responded to during normally-staffed hours of operation and is not considered an emergency.

294-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

June Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the 18th day of June 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for a Strategic Innovation Opportunity between the Boone County Children's Service Board and Daniel Boone Regional Library.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 18th day of June 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred

I _____ er


Janet M. Thompson
District II Commissioner

Boone County Community Services Department

Memorandum

TO: Boone County Commission
FROM: Kristin Cummins, Deputy Director
DATE: June 4, 2024
RE: First Reading: Strategic Innovation Opportunity – Daniel Boone Regional Library

The Community Services Department requests approval for the 2024 Empowering Youth Librarians for Community Impact conference with Daniel Boone Regional Library. The contract was submitted by the Daniel Boone Regional Library as a Strategic Innovation Opportunity to the Boone County Children's Services Fund. The contract will pay for three youth librarians to attend the conference at the Association for Library Service to Children National Institute for professional development on September 19-21, 2024.

The contract will begin upon approval by the Boone County Commission and extend until the reimbursement is provided to Daniel Boone Regional Library. A total of \$5,000.00 will be provided through department number 2161 and account number 71106. The current fund balance is \$387,108.24.

c: Contract File



AGREEMENT FOR PURCHASE OF SERVICES
Strategic Innovation Opportunity
Empowering Youth Librarians for Community Impact

THIS AGREEMENT dated the 18th day of June, 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board, herein "**BCCSB**" and **Daniel Boone Regional Library**, a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **DBRL**.

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

WHEREAS, DBRL has submitted a complete Strategic Innovation Opportunity Proposal Application to the BCCSB detailing the services and other supports to be provided along with the expected cost to DBRL thereof; and

WHEREAS, the BCCSB has approved the Strategic Innovation Opportunity Proposal in whole or in part as hereinafter set forth.

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

FUNDING ALLOCATION FOR SERVICES RENDERED BY DBRL

DBRL is expected to the greatest extent possible to maximize funding from all other sources. DBRL shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. DBRL shall only request reimbursement for services not reimbursable by any other source. DBRL shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

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

2. **Contract Documents.** This agreement shall consist of this BCCSB Agreement, the application for **Daniel Boone Regional Library** as described in the Strategic Innovation Opportunity Proposal Application, and responses to Request for Clarification. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the attached documents, the terms conditions, provisions, and requirements contained in this BCCSB Agreement shall prevail and control.

3. **Purchase.** The BCCSB agrees to purchase from DBRL and DBRL agrees to furnish the **Empowering Youth Librarians for Community Impact** project including but not limited to Boone County residents to strengthen the capacity of professionals that promotes the well-being and safety of children, youth, and families, as described and in compliance with the Strategic Innovation Opportunity Proposal Application and as presented in **DBRL's** response. Services/deliverables shall be provided as outlined in the attached proposal response(s). The total allowable compensation under this agreement shall not exceed **\$5,000.00** unless compensation for specific identified additional expenses is authorized and approved by BCCSB in writing in advance of rendition of such expenses for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the date of contract execution and extend through the completion of the described conference.

5. **Billing and Payment.** For the Empowering Youth Librarians for Community Impact contract, payments will be made for reimbursement of expenses as described in the application based on receipts received from DBRL. Reimbursement of expenses must follow Boone County's Business and Travel Expense policy and Boone County Per Diem Guide.

The BCCSB agrees to pay all statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing dispute, the BCCSB reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of DBRL, the BCCSB agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The BCCSB shall utilize the Strategic Innovation Opportunity Application and responses to the Requests for Clarification as submitted by DBRL to monitor service delivery and program expenditures. DBRL agrees to submit to the BCCSB a report describing information gathered at the conference and how the information may be used to support

programming at DBRL. This report is due no later than 30 days after the training has been held. Variations on this date may be requested by DBRL and, if so stipulated, are noted on this contract document.

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

OTHER TERMS OF THIS CONTRACT

9. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Children's Services Fund shall be investigated in accordance with DBRL's policies and procedures and in accordance with any local/state/federal regulations. DBRL agrees to notify the BCCSB through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the BCCSB of any substantiated allegations. DBRL must comply with Missouri law regarding confidentiality of client records.

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

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

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

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

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

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

16. **Board Ownership.** If DBRL ceases to be funded by the BCCSB or ceases to provide programs and services for Boone County children, youth, and their families, pursuant to this contract, all capital equipment, materials, and buildings purchased with CSF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the BCCSB. In addition, if DBRL no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, DBRL will need BCCSB approval to re-direct the use of such.

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

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

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

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

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

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

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

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

a. Compensation Insurance: The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

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

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

The Contractor shall provide the County with proof of General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be

\$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to the Contractor.

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

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

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

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

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

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

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
5551 S. Tom Bass Road
Columbia, MO 65201

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

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

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

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

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

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

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

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

Daniel Boone Regional Library

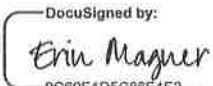
Attn: Erin Magner
100 W. Broadway,
P.O. Box 1267
Columbia, MO 65203

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

Daniel Boone Regional Library

Boone County, Missouri

By: Boone County Commission

By: 
9C69E1D5C86E4E2
Signature


57400BED96434D4...
Kip Kendrick, Presiding Commissioner

By: Boone County Children's Services Board

By: Erin Magner
Printed Name/ Title


458A59A8925D4B3...
Leigh Spence, Board Chair

APPROVED AS TO FORM:

ATTEST:


7D71DEAEB9D74DD...


D267E2428F8948C...

CJ Dykhouse, County Counselor

Brianna L. Lennon, County Clerk

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


E3DBE2ED3CE04B1
Signature
6/10/2024
Date
(2161/71106/\$5,000.00)
Appropriation Account

An Affirmative Action/Equal Opportunity Employer