

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the 14th day of January 20 25

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 Law Enforcement Services Cooperative Agreement between Boone County and the City of Columbia.

Done this 14th day of January 2025.

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

025872

Permanent Record
Filed in Clerk's Office

Introduced by Buffaloe

First Reading 12-16-24

Second Reading 1-6-25

Ordinance No. 025872

Council Bill No. B 315-24

AN ORDINANCE

authorizing a cooperative agreement with Boone County, Missouri for mutual aid law enforcement services; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a cooperative agreement with Boone County, Missouri for mutual aid law enforcement services. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 6th day of January, 2025.

ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

LAW ENFORCEMENT SERVICES COOPERATIVE AGREEMENT

THIS AGREEMENT dated the 14th day of January, 2025, is entered into by and between **Boone County, Missouri** (County), and **City of Columbia**; (City):

WHEREAS, County wishes to facilitate the provision of police services throughout Boone County without the Boone County Sheriff (Sheriff) having to provide deputy sheriff commissions to peace officers from other jurisdictions; and

WHEREAS, it is recognized that City may desire in certain situations to dispatch City law enforcement officers to perform peace officer duties outside the territorial limits of the jurisdiction where such officers are legally employed as is desirable and necessary in order to preserve and protect the health, safety, and welfare of the public; and

WHEREAS, the County and City have the authority under RSMo §70.815 to enter into cooperative agreements for the provision of police services within Boone County, Missouri; and

WHEREAS, when operating under this Agreement, it is the intention of the parties that the City's employees or agents shall be subject to all provisions of law, and retain the same status as an employee or agent, as if those employees or agents were providing services within City's own jurisdiction; and

WHEREAS, the County's Sheriff's Office has attained national accreditation and desires for this law enforcement services agreement to comply with CALEA standards, specifically Section 3.1.1;

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

1. **AUTHORIZATION.** The parties agree that City may provide police mutual aid services in furtherance of the investigation of criminal activity and enforcement of the laws of this state and the laws of the City, and to assist in the provision of specialized services to their mutual aid in the protection of health, life, and property which require such assistance, to the extent that City has resources available and ready to do so in the discretion of, and at the direction of, the City Police Chief and the Sheriff. This authorization shall extend the powers of arrest of City's peace officers as contemplated in RSMo §70.815.
2. **PEACE OFFICERS SUBJECT TO AGREEMENT.** Only those peace officers certified and in good standing with the Peace Officers Standards and Training (POST) program of the Missouri Department of Public Safety shall have authority to provide services under this Agreement. This authorization shall extend to all such POST-certified officers of City unless said City is notified by the Sheriff of a withdrawal of this authority as to any specific officer, in the Sheriff's sole discretion.

3. **COMPENSATION.** Mutual aid assistance provided under this Agreement shall be rendered without charge to County both during the conduct of normal police business and in emergency situations.
4. **MANAGEMENT OF PERSONNEL.** The City Police Chief shall retain administrative control of City personnel performing services outside the territorial limits of the City of Columbia pursuant to this Agreement.
5. **LIABILITY.** Each party shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and police personnel. Neither City or County shall be liable to the other for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively handle any policy problem arising out of any assistance provided hereunder. City's employees or agents shall be subject to all provisions of law and retain the same status as an employee or agent, as if those employees or agents were providing services within City's own jurisdiction.
6. **TERM AND TERMINATION.** The term of this Agreement shall begin immediately upon execution of the same by the County for a period of one-year and shall automatically renew for successive periods of one-year if not terminated as provided for herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 60 days in advance of the intended termination date.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of County and City. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and City and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
11. **RECORDS.** Each party shall be the custodian of any records generated by that party

pursuant to this Agreement. Said records shall be retained by the respective agency in accordance with applicable law.

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

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

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

SO AGREED.

CITY OF COLUMBIA

By:

E-SIGNED by De'Carlon Seewood
on 2025-01-07 14:21:53 GMT

De'Carlon Seewood, City Manager

Dated: January 07, 2025

ATTEST:

E-SIGNED by Sheela Amin
on 2025-01-07 17:57:20 GMT

Sheela Amin, City Clerk

APPROVED – CPD:

E-SIGNED by Jill Schlude
on 2025-01-07 04:08:29 GMT

Jill Schlude, Police Chief

APPROVED AS TO FORM:

E-SIGNED by Nancy Thompson
on 2025-01-03 21:19:21 GMT

Nancy Thompson, City Counselor

BOONE COUNTY, MISSOURI

By:


Kip Kendrick, Presiding Commissioner

Dated: 1/14/2025

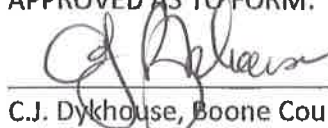
ATTEST:


Brianna L. Lennon, County Clerk

APPROVED – BCSO:


Dwayne Carey, Sheriff

APPROVED AS TO FORM:


C.J. Dykhouse, Boone County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the

14th

day of January

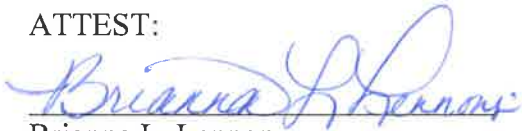
20 25

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

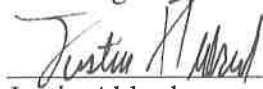
Now on this day, the County Commission of the County of Boone does hereby approve a Request by Dale & Karen Wesselmann to rezone from Agriculture 1 (A-1) to Agriculture 2 (A-2) on 28.86 acres located at 8825 E Clatterbuck Rd, Ashland.

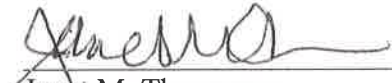
Done this 14th day of January 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Staff Report for County Commission
RE: P&Z Agenda Items
January 7, 2024

2. Wesselmann - Rezoning

The Planning and Zoning Commission conducted a public hearing on this request at its December 19, 2024, meeting. A motion to recommended denial failed on a 3-7 vote. A second motion to recommend approval passed on a 7-3 vote.

The subject property is 28.86 acres located off E Clatterbuck Road, approximately 1700 feet east of the intersection of E Clatterbuck Road and S Rangeline Road. The property is currently undeveloped. The property owners have submitted a request to rezone the property from Agriculture 1 (A-1) to Agriculture 2 (A-2) and to execute three family transfers to eligible family members for single family residential development.

The surrounding zoning is as follows:

- North, east, and west – A-1
- South, across E Clatterbuck Road – A-2

The A-1 zoning is original 1973 zoning. The A-2 zoning to the south across E Clatterbuck Road was rezoned in 1974.

The Boone County Master Plan designates this area as being suitable for agriculture and rural residential land uses. The sufficiency of resources test was used to analyze this request.

Transportation: A 122' wide strip of land provides the access to E Clatterbuck Road, a publicly maintained roadway. Dividing the property into three tracts would likely require a private access easement to provide future residential development access to the public road.

Utilities: The property is in the Consolidated Water service area. A 2" waterline is present along E Clatterbuck Rd. Boone Electric provides power service.

The rezoning application indicates that onsite wastewater systems will be utilized to serve the future residential development including the use of wastewater lagoons. No public sanitary sewer service is available in this area.

Public Safety: The Southern Boone County Fire Protection District provides fire protection. The nearest station, station 17, is approximately 3.6 miles away.

Zoning Analysis: This proposal seeks to rezone the property from A-1 to A-2 to accommodate three family transfers. No additional public infrastructure such as a road

extension or sewer service is proposed as part of this rezoning. It is important to note that this rezoning request is for an open zoning district and not a planned development. The commission does not have the ability to place any conditions on the request should it be approved.

A closer examination of the reasoning provided in the rezoning application is warranted for this request. The cover letter to the application states "Since this property has access limitations, it is self-governing on the total number of possible parcels the parent parcel can contain." The application further states "...The current subdivision regulations regarding private drives and the shape of this property has width issues along the road frontage, it is self-limiting from needing a planned district to control aggressive land division. The only tool available to divide is by family transfer. Even with rezoning to A-2 a traditional subdivision is not possible without a change to a planned district."

Land division by family transfer is a specific exception to the Subdivision Regulations and is not required to meet any of the standards contained in the Subdivision Regulations. The only standards applicable to a family transfer division are the zoning regulations, notably minimum acreage required for each district. Utilizing the 2.5 acre minimum required for a A-2 zoning district, the property could, theoretically, be divided up to 11 times assuming current or future owners had enough qualifying family members. Due to unbuildable acreage for the lake, topography, and the property stem to the public road, staff estimates that the subject property could support up to seven possible land divisions with reasonable building sites for single family residential development should this rezoning be approved.

The application indicates that three family members of the current owners will receive land via family transfer. Future owners of the property may choose to execute additional transfers should ownership or plans change. Should this rezoning be approved, there are no safeguards to prevent the property from being divided further than the three family transfers proposed.

Without any additional infrastructure or controls to limit land division by family transfer, this proposal fails to meet the sufficiency of resources test. The development potential proposed by the rezoning could lead to a higher density of single-family dwellings than intended by the application for rezoning.

The proposal scored 35 points on the point rating system. Staff notified 20 property owners about this request.

Staff recommended **denial** of the request.

14 -2025

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STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the 14th day of January 20 25

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 Consultant Agreement between Boone County and Sonja Boone.

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

Done this 14th day of January 2025.

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

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of January, 2025, by and between **Boone County, Missouri**, a first-class county and political subdivision of the state of Missouri, by and through its County Commission, ("County") and **Sonja Boone**, (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be effective beginning January 1, 2025 and run through December 31, 2025, unless extended by mutual agreement.
2. **Services** – Consultant will provide consulting services to County as mutually agreed upon with respect to the operation of the County's financial systems. This Agreement contemplates two types of services: general consulting services and developing/providing specific deliverables / work products.
3. **Compensation** – In consideration for the Consultant's provision of services under this agreement County agrees to compensate the Consultant for services rendered at the hourly rate of One Hundred Dollars (\$100.00) per hour.
4. **Not-To-Exceed Amount** – County's obligations under this contract for all fee payments to Consultant shall not exceed Ten Thousand Dollars (\$10,000.00) without prior, written approval of County.
5. **Invoices & Payment** – Invoices shall be sent to Chimene Schwach, Boone County Public Administrator, who shall review, approve, and route invoices for further processing. Payments shall be made within thirty (30) days of receipt of invoice by County. Invoices shall be submitted periodically as mutually agreed upon by County and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided.
6. **Termination** – Either party may terminate this agreement at any time upon thirty (30) days' notice to the other party.
7. **Certification of Lawful Presence / Work Authorization** – Consultant shall complete and return the Work Authorization Certification attached hereto as required by Missouri law.
8. **Status of Consultant** – The parties agree that Consultant is an independent contractor and not an employee of Boone County. Consultant will return a completed W-9 with their signature to this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CONSULTANT:

Sonja Boone
Sonja Boone

Dated: 12/31/2024

BOONE COUNTY, MISSOURI

By:

Kip Kendrick
Kip Kendrick, Presiding Commissioner

ATTEST:

Brianna L. Lennon
Brianna L. Lennon, County Clerk

APPROVED AS TO FORM:

CJ Dykhouse
CJ Dykhouse, County Counselor

Auditor Certification:

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

Kyle Rieman AS
Auditor

1/8/25

Date

CERTIFICATION OF INDIVIDUAL CONTRACTOR

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- X 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
3. I have provided a completed application for a birth certificate pending in the State of _____ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

 Sonja Boone 12/31/2024
Sonja Boone Date

15 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 25


In the County Commission of said county, on the 14th day of January 20 25

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


Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000959 awarded from cooperative contract CS244555001 for Temporary Clerical and Laborer Personnel Services as a Countywide Term & Supply Contract to 22nd Century Technologies Inc. of McLean, Virginia. The contract is set-out in the attached and the presiding Commissioner is authorized to sign the same.

Done this 14th day of January 2025.

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

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: January 02, 2025
RE: Award Contract C000959 from Cooperative Contract CS242555001 –
QVL - Temporary Clerical and Laborer Personnel Term & Supply –
Countywide - 22nd Century Technologies, Inc.

Purchasing requests approval for the award of contract C000959 from contract CS242555001 established by the State of Missouri as a cooperative contract Qualified Vendors List (QVL) for the purchase of temporary clerical and laborer personnel services. Consistent with the concept of a QVL and allowing for the County to have three specific vendors from whom to obtain quotes as opposed to all 43 contractors on the state's QVL, the County is establishing three contracts to be used for specific project quotes at the time a county office or department determines it needs clerical or labor support. The County has previously contracted with 22nd Century Technologies Inc. of McLean, Virginia for this same service when pricing was contractually fixed. The labor market is such that contractors are unwilling to contract for a specific period of time for any as-yet-to-be-determined clerical or labor support project at fixed pricing.

The contract period will run January 01, 2025 through November 30, 2025. There are two (2) one-year renewal options available.

This is a Countywide Term and Supply contract.

/lp

c: Contract File

**PURCHASE AGREEMENT
FOR
CLERICAL & LABORER TEMPORARY PERSONNEL SERVICES**

THIS AGREEMENT, County Contract #**C000959** awarded from cooperative contract **CS242555001**, dated the 14th day of January 2025 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **22nd Century Technologies, Inc.** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Temporary Clerical and Laborer Personnel Services**, in compliance with all bid specifications and any addenda issued for the **State of Missouri Contract CS242555001**, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Contract **CS242555001**, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with temporary clerical and laborer personnel services, as specified in State of Missouri's contract **CS242555001** and as specifically quoted for the ordering Boone County office or department.

3. **Contract Term** - This agreement shall commence on **January 01, 2025 through November 30, 2025** subject to the provisions for termination specified below. This agreement may be renewed for up to two (2) additional one-year periods.

4. **Billing and Payment** - All billing shall be invoiced to the ordering Boone County Department or Office and billings may only include pricing consistent with the terms of contract and as specified in the County quote. The County agrees to pay all invoices within thirty days of receipt following successful performance of service; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **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.

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

7. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or

- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

22nd CENTURY TECHNOLOGIES, INC.

BOONE COUNTY, MISSOURI

Signed by:
 By Isha Sharma
9FB73915678144B...
 Title Contracts Manager

By: Boone County Commission
 DocuSigned by:
[Signature]
57400BED96434D4...
 Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
7D71DEAEB9D74DD...
 County Counselor

ATTEST:

Signed by:
Brianna L. Lennon
D267E242BFB948C...
 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.

Countywide -Term & Supply

DocuSigned by:
[Signature]
8E8FE1148A274E1... 12/31/2024

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 25


In the County Commission of said county, on the 14th day of January 20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve a contract amendment with the University of Missouri for FACE. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

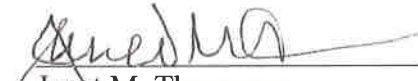
Done this 14th day of January 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: December 23, 2024
RE: Amendment #6 to contract C000123: 19-02MAY19 – FACE with The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute)

Attached for signature is contract amendment #6 to contract C000123 for bid 19-02MAY19 - FACE with The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute).

This amendment renews the contract for the period January 1, 2025 through December 31, 2025. It adds a renewal amount of \$3,600,801.38 for FACE.

This contract is for the *Family Access Center of Excellence (FACE)* of Boone County. FACE consists of two program branches: Community-Based Services and School-Based Services. This program helps Boone County families with a child between the ages of 0-19 to improve access to high quality mental health care.

Invoices will be paid from department 2162 – CSF Program Funding, account 71106 - Contracted Services. \$14,500,000.00 is budgeted for 2025.

cc: Contract File

12/23/24

REQUEST
DATE

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI

1006

VENDOR NO.

University of Missouri

VENDOR NAME

19-02MAY19

BID NUMBER

Ship to Department #

Bill to Department #

Department	Account	Item Description	Qty	Unit Price	Amount
2162	71106	Family Access Center of Excellence	1	3600801.38	\$3,600,801.38
		(FACE)			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					3,600,801.38

GRAND TOTAL: 3,600,801.38

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



Approving Official


Prepared By

PH

16-2025

01.14.2025

Commission Order #: _____ Date: _____

AGREEMENT FOR ACCESS TO SERVICES

Contract Amendment Number Six

Family Access Center for Excellence or FACE of Boone County

Now on this day, Jan, 14th, 202⁵, Agreement #**C000123** for Access to Services, bid #**19-02MAY19** for the Boone County Children's Services Fund dated December 31, 2019 made by and between Boone County, Missouri and The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute), for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

FACE of Boone County

- 1) This agreement shall commence on the date of January 1, 2025 and extend through December 31, 2025. This contract may be at the sole discretion of the Boone County Children's Services Board (BCCSB) and with the agreement of FACE of Boone County be renewed for one-year period.
- 2) The total allowable compensation under this agreement shall not exceed \$3,600,801.38.

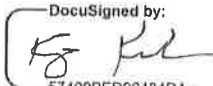
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute)

Boone County, Missouri


Signed by:

By: _____
Signature

DocuSigned by:

By: Boone County Commission

Kip Kendrick, Presiding Commissioner

C. Megan Faulkner,
Pre-Award Manager,
By: _____
Authorized Signer
Printed Name/Title

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


Leigh Spence, Board Chair

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:


7D710EAEB0974BD...

Signed by:

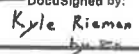

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CJ Dykhous, County Counselor

Brianna Lennon, County Clerk

AUDITOR CERTIFICATION:

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

DocuSigned by:


Signature

12/31/2024

2162 / 71106 / \$3,600,801.38

Date Appropriation Account
An Affirmative Action/Equal Opportunity Employer

Proposed FACE Budget for 2025 Renewal

	2025 Proposed Budget	2024 Proposed Budget	% Change	Justifications
Personnel Total	\$ 2,218,132.00	\$ 2,185,281.64	1.50%	
Leadership Team	\$ 173,000.00	\$ 169,470.64	2.08%	
Community-Based Services Personnel	\$ 631,932.00	\$ 720,345.00	-12.27%	
School-Based Services Personnel	\$ 1,409,000.00	\$ 1,291,466.00	9.10%	
Data Manager	\$ 4,200.00	\$ 4,000.00	5.00%	
Fringe Benefits Total	\$ 776,346.52	\$ 786,701.39	-1.32%	
Operating Costs Total	\$ 104,150.00	\$ 96,950.00	7.43%	
10,000 miles/year @ \$.55 for staff	\$ 22,000.00	\$ 14,000.00	57.14%	This will hopefully correct previous budget - due to staff increase and at the same time inadequate staff coverage causing more travel between schools for increased services.
Rent	\$ 44,650.00	\$ 44,650.00	0.00%	
Computer Equipment - computers	\$ 6,000.00	\$ 6,000.00	0.00%	
Phone/Internet	\$ 12,000.00	\$ 12,000.00	0.00%	
Printing/Brochures/Dissemination	\$ 5,000.00	\$ 2,300.00	117.39%	Increase in FACE branded materials for marketing
Translation Services	\$ 2,000.00	\$ 2,000.00	0.00%	
Cleaning Services	\$ 5,000.00	\$ 6,000.00	-16.67%	
Office Supplies	\$ 7,500.00	\$ 10,000.00	-25.00%	
Intervention and Training	\$ 14,000.00	\$ 42,000.00	-66.67%	
Professional Development Funds for Staff	\$ 12,000.00	\$ 12,000.00	0.00%	
Look Around Campaign	\$ 2,000.00	\$ 5,000.00	-60.00%	
Incentive for Families to Provide Data	\$ -	\$ 25,000.00	-100.00%	
Contract Work	\$ 55,000.00	\$ 62,000.00	-11.29%	
Programmer to develop and maintain Integrated Information Management System	\$ 35,000.00	\$ 30,000.00	16.67%	
Website maintenance	\$ 20,000.00	\$ 32,000.00	-37.50%	
Indirect Costs (15% of salary expenses)	\$ 358,172.86	\$ 352,868.35	1.50%	
Total FACE Invoice (without TAP)	\$ 3,525,801.38	\$ 3,525,801.38	0.00%	
Therapy Access Program (TAP)	\$ 75,000.00	\$ 75,000.00	0.00%	
Therapy session cost (\$120/1 hour - unit)	\$ 61,500.00	\$ 61,500.00	0.00%	80/session is well below current market rates for 60 minute session
Administrative Cost (\$26.22per unit)	\$ 13,500.00	\$ 13,500.00	0.00%	
Total Invoice Amount (FACE + TAP)	\$ 3,600,801.38	\$ 3,600,801.38	0.00%	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 25


In the County Commission of said county, on the 14th day of January 20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve a contract amendment with City of Columbia, a municipal corporation for the State of Missouri for Bear Creek Affordable Housing Project. The terms of the contract amendment are set out in the attached contract amendment and the Presiding Commissioner is authorized to sign the same.

Done this 14th day of January 2025.

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: December 31, 2024
RE: Amendment # 1 to ARPA Funded contract: *C000801 – Bear Creek Affordable Housing Project* with Housing Authority of the City of Columbia, a municipal corporation of the State of Missouri

ARPA Funding contract *C000801 – Bear Creek Affordable Housing Project* was approved by commission for award to Housing Authority of the City of Columbia, a municipal corporation of the state of Missouri on June 25, 2024, commission order # 297-2024.

The amendment changes the expense incurred deadline to December 31, 2025 in the contract and the ARPA funding certification.

No additional encumbrance is required for this amendment from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

cc: Contract File

Commission Order #: 17-2025 Date: 01.14.2025

CONTRACT AMENDMENT NUMBER ONE
Bear Creek Affordable Housing Project

The Agreement, Boone County Contract **C000801** dated June 25, 2024 made by and between Boone County, Missouri and **Housing Authority of the City of Columbia**, approved in Commission Order 297-2024, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:


1. CHANGE the expense incurred deadline to December 31, 2025 in the contract and the ARPA funding certification.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

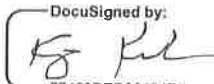
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

Housing Authority of the City of Columbia

Boone County, Missouri

By: Boone County Commission

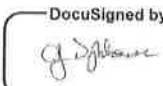
Signed by: 
 By _____
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 Randy Cole

DocuSigned by: 

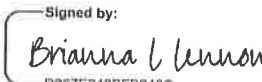
 57400BED96434D4...
 Kip, Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by: 

 7D71DEAE89D74DD...
 CJ Dykhouse, County Counselor

Signed by: 

 D267E242BF8948C...
 Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by: 

 8C24BD84EE7A483...
 Signature Date 1/7/2025 Appropriation Account

18 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 25


In the County Commission of said county, on the 14th day of January 20 25

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


Now on this day, the County Commission of the County of Boone does hereby approve a contract amendment with City of Sturgeon for City Park Updates & Renovations. The terms of the contract agreement are set out in the attached contract amendment and the Presiding Commissioner is authorized to sign the same.

Done this 14th day of January 2025.

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: December 31, 2024
RE: Amendment # 1 to ARPA Funded contract: *C000721 – City Park Updates & Renovations* with City of Sturgeon

ARPA Funding contract *C000721 – City Park Updates & Renovations* was approved by commission for award to City of Sturgeon, Missouri on February 8, 2024, commission order # 63-2024.

The amendment changes the expense incurred deadline to December 31, 2025 in the contract and the ARPA funding certification.

No additional encumbrance is required for this amendment from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

cc: Contract File

Commission Order #: 18-2025 Date: 01.14.2025

CONTRACT AMENDMENT NUMBER ONE
City Parks Updates & Renovations

The Agreement, Boone County Contract **C000721** dated February 8, 2024 made by and between Boone County, Missouri and **City of Sturgeon, Missouri** approved in Commission Order 63-2024, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. CHANGE the expense incurred deadline to December 31, 2025 in the contract and the ARPA funding certification.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

CITY OF STURGEON

BOONE COUNTY, MISSOURI

By: Boone County Commission

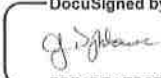
Signed by: 
 By _____
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 Seth Truesdell

DocuSigned by: 

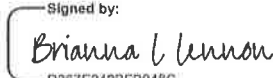
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 Kip, Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by: 

 7D71DEAEB9D74DD...
 CJ Dykhuse, County Counselor

Signed by: 

 D267E242BFB948C...
 Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by: 

 8C24BD84EE7A483...
 1/7/2025

Signature	Date	Appropriation Account
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CERTIFIED COPY OF ORDER

19 -2025

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 25

County of Boone

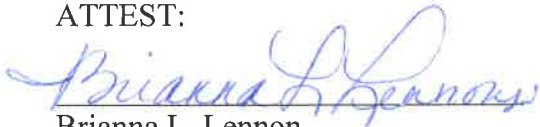
In the County Commission of said county, on the 14th day of January 20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve a contract amendment with City of Sturgeon for Wastewater Infrastructure Improvements. The terms of the contract amendment are set out in the attached contract amendment and the Presiding Commissioner is authorized to sign the same.


Done this 14th day of January 2025.

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: December 31, 2024
RE: Amendment # 2 to ARPA Funded contract: *C000795 – Wastewater Infrastructure Improvements* with City of Sturgeon

ARPA Funding contract *C000795 – Wastewater Infrastructure Improvements* was approved by commission for award to City of Sturgeon on August 27, 2024, commission order # 412-2024.

The amendment changes the expense incurred deadline to December 31, 2025 in the contract and the ARPA funding certification.

No additional encumbrance is required for this amendment from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

cc: Contract File

Commission Order #: 19-2025 Date: 01.14.2025

**CONTRACT AMENDMENT NUMBER TWO
Sturgeon Wastewater Infrastructure Improvements**

The Agreement, Boone County Contract **C000721** dated June 18, 2024 made by and between Boone County, Missouri and **City of Sturgeon, Missouri** approved in Commission Order 285-2024 (and amended in Commission Order 412-2024), for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. CHANGE the expense incurred deadline to December 31, 2025 in the contract and the ARPA funding certification.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

CITY OF STURGEON

BOONE COUNTY, MISSOURI

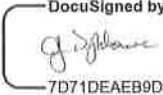
By: Boone County Commission

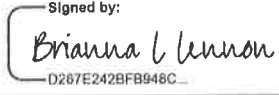
By 
Signed by:
09051D929B6A4DB...
 Seth Truesdell


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

APPROVED AS TO FORM:

ATTEST:


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


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

AUDITOR CERTIFICATION

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

	1/7/2025	
<small>DocuSigned by: 8C24BD84EE7A483...</small>		
Signature	Date	Appropriation Account

20 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 25

In the County Commission of said county, on the 14th day of January 20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve a contract amendment with City of Sturgeon for Water & Sewer Infrastructure. The terms of the contract amendment are set out in the attached contract amendment and the Presiding Commissioner is authorized to sign the same.


Done this 14th day of January 2025.

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: December 31, 2024
RE: Amendment # 1 to ARPA Funded contract; *C000722 – Water & Sewer Infrastructure* with City of Sturgeon

ARPA Funding contract *C000722 – Water & Sewer Infrastructure* was approved by commission for award to City of Sturgeon, Missouri on February 8, 2024, commission order # 64-2024.

The amendment changes the expense incurred deadline to December 31, 2025 in the contract and the ARPA funding certification.

No additional encumbrance is required for this amendment from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

cc: Contract File

**CONTRACT AMENDMENT NUMBER ONE
Water & Sewer Infrastructure**

The Agreement, Boone County Contract C000722 dated February 8, 2024 made by and between Boone County, Missouri and **City of Sturgeon, Missouri** approved in Commission Order 64-2024, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. CHANGE the expense incurred deadline to December 31, 2025 in the contract and the ARPA funding certification.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

CITY OF STURGEON

BOONE COUNTY, MISSOURI

By: Boone County Commission

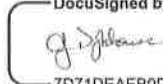
Signed by: 
 By _____
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 Seth Truesdell

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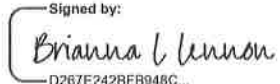
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 Kip, Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by: 

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 CJ Dykhous, County Counselor

Signed by: 

 D267E2428FB948C...
 Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

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

	1/7/2025	
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the 14th day of January 20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve a contract amendment with City of Hallsville for Hallsville Water Infrastructure Improvements. The terms of the contract amendment are set out in the attached contract amendment and the Presiding Commissioner is authorized to sign the same.

Done this 14th day of January 2025.

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: December 31, 2024
RE: Amendment # 1 to ARPA Funded contract: *C000796 – Hallsville Water Infrastructure Improvements* with City of Hallsville

ARPA Funding contract *C000796 – Hallsville Water Infrastructure Improvements* was approved by commission for award to City of Hallsville on June 18, 2024, commission order # 284-2024.

The amendment changes the expense incurred deadline to December 31, 2025 in the contract and the ARPA funding certification.

No additional encumbrance is required for this amendment from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

cc: Contract File

Commission Order #: 21-2025 Date: 01.14.2025

**CONTRACT AMENDMENT NUMBER ONE
Hallsville Water Infrastructure Improvements**

The Agreement, Boone County Contract **C000796** dated June 18, 2024 made by and between Boone County, Missouri and **City of Hallsville** approved in Commission Order 284-2024, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. CHANGE the expense incurred deadline to December 31, 2025 in the contract and the ARPA funding certification.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

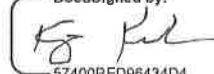
CITY OF HALLSVILLE

BOONE COUNTY, MISSOURI

By: Boone County Commission

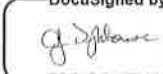
DocuSigned by:

 By _____
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 Kenyetta Ridgway-Sample, City Admin

DocuSigned by:

 By _____
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 Kip, Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:


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 CJ Dykhous, County Counselor

Signed by:


 D267E242BFB948C...
 Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by:


 8C24BD84EE7A483...
 Signature 1/7/2025 Date _____ Appropriation Account _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the 14th day of January 20 25

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

Now, on this day, the County Commission of the County of Boone does hereby approve Contract C000872 (43-28OCT24) with Mid-State Petroleum Equipment, Inc. for the excavation and removal of the County's current fuel systems and the furnishing, delivery, and installation of new systems. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 14th day of January 2025.

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

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

Boone County Purchasing

Amy Gerskin
Buyer



5551 S. Tom Bass Rd.
Room 205
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonecountymmo.org

TO: Boone County Commission
FROM: Amy Gerskin
DATE: November 6, 2024
RE: 43-28OCT24 – New Turnkey Fuel Systems for Boone County Road & Bridge and the Boone County Sheriff's Office

Request for Bid #43-28OCT24 – New Turnkey Fuel Systems for Boone County Road & Bridge and the Boone County Sheriff's Office opened on October 31, 2024. One bid response was received from Mid-State Petroleum Equipment, Inc.

Road & Bridge recommends awarding a contract to Mid-State Petroleum Equipment, Inc. for a total of \$1,200,003.30. A 10% contingency amount has been added to the Purchase Order for a total amount of \$1,320,003.63 on the PO. Funds will come from department 6240 – Capital Repair & Replacements – Road & Bridge, department 92700. The award recommendation form and Bid Tab are attached for reference.

Attn: Bid Tab

cc: Greg Edington, Robert Sapp, Road & Bridge

Bid File

11/05/24

RQST
DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

5522
VNDR #

Mid-State Petroleum Equipment, Inc.
VENDOR NAME

43-28OCT24
BID #

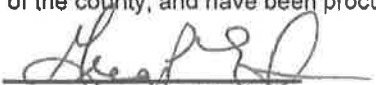
Ship to Dept #: Road & Bridge

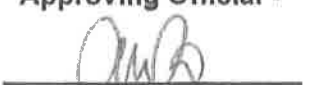
Bill to Dept #: 6240

Dept	Account	Item Description	Qty	Unit Price	Amount
6240		New Turnkey Fuel Systems	1	\$1,200,003.30	\$1,200,003.30
6240		10% Contingency	1	\$120,000.33	\$120,000.33
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

GRAND TOTAL: 1,320,003.63

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


Approving Official


Prepared By

PU

Auditor Approval

Boone County Purchasing

Amy Gerskin
Buyer



5551 S. Tom Bass Rd.
Room 205
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonecountymmo.org

TO: Road and Bridge
FROM: Amy Gerskin, Buyer
DATE: OCTOBER 31, 2024
RE: BID AWARD RECOMMENDATION – 43-28OCT24 – NEW TURNKEY FUEL SYSTEMS FOR BOONE COUNTY ROAD & BRIDGE AND THE BOONE COUNTY SHERIFF'S OFFICE

Attached is the bid tabulation for the one (1) response received for the above-referenced bid. Please return this cover sheet with your recommendation by e-mail after you have completed the evaluation of this bid. If you have any questions, let me know.

DEPARTMENT REPLY:

Department / Account: 6240 ; Budgeted for 2024: \$1.4M

Award Bid only bid: Mid-State Petroleum Equipment, Inc.

Recommend accepting the following bid(s) for reasons detailed on the attached page. (Attach department recommendation).

Recommend rejecting bids for reasons detailed on the attached page. (Attach department recommendation).

Administrative Authority Signature: _____

A handwritten signature in black ink, appearing to be "A. Gerskin", written over a horizontal line.

Date: 11/5/24

CONTRACT AGREEMENT

THIS AGREEMENT, C000872, made and entered into by and between the County of Boone, Missouri through the Boone County Commission (hereinafter referred to as the Owner), and **Mid-State Petroleum Equipment, Inc.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor, at their own Expense, hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 43-28OCT24 – New Turnkey Fuel Systems for Boone County Road & Bridge and the Boone County Sheriff's Office

and agrees to perform all the work required by the contract as shown on the plans and specifications

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Introduction and General Conditions of Bidding
- Primary Specifications
- Response Presentation and Review
- Response Form
- Statement of Bidders Qualifications
- Standard Terms and Conditions
- Work Authorization Certification
- Certification Regarding Debarment
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidder's Acknowledgment
- Prior Experience
- Insurance Requirements
- Affidavit of Compliance with OSHA
- Affidavit of Compliance with Prevailing Wage Law
- State Wage Rates-Annual Wage Order #31
- Crockett Engineering Site Drawings of Sheriff's Office and Road & Bridge Facilities

The Contractor agrees that they are fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that their information was secured by personal investigation and research and not from any estimates of the Owner; and that they will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Project Manager under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees they will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.

The Contractor further agrees that they shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that they will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that they will comply with all federal, state, and local laws and regulations and ordinances and that they will comply and cause each of their subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that they have employed no third person to solicit or obtain this contract on their behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by them hereunder; and that they have not, in estimating the contract price demand by them, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They further agree that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.

The Owner agrees to pay the Contractor in the amount:

One Million Two Hundred Thousand Three Dollars and Sixty-Three cents (\$1,200,003.63)

as full compensation for the performance of the principal work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 01.14.2025
at Columbia, Missouri. (Date)

**MID-STATE PETROLEUM EQUIPMENT,
INC.**

BOONE COUNTY, MISSOURI
By: Boone County Commission

By DocuSigned by:
Steve A Brandt
FAFAAC0F22C746B...

DocuSigned by:
Kip Kendrick
57400BED06434D4...

Kip Kendrick, Presiding Commissioner

Title president

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
CJ Dykhous
7D71DEAEB9D74DD...

CJ Dykhous, County Counselor

Signed by:
Brianna L Lennon
D267E242BFB948C...

Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by:
Kyle Rieman
E3D6F2FD3CE04B1...

12/31/2024

6240 / 92700 - \$1,200,003.63

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the 14th day of January 20 25

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 Funding for Shelters for Victims of Domestic Violence between the Boone County and True North of Columbia, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 14th day of January 2025.

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

Jane M. Thompson
Jane M. Thompson
District II Commissioner

Boone County Community Services Department

Memorandum

TO: Boone County Commission
FROM: Kristin Cummins, Deputy Director
DATE: December 23, 2024
RE: First Reading: Funding for Shelters for Victims of Domestic Violence for True North of Columbia, Inc.

The Community Services Department requests approval for the 2025 Funding for Shelters for Victims of Domestic Violence with True North of Columbia, Inc. The application was submitted by True North of Columbia, Inc. to the County of Boone through the 2025 Funding for Shelters for Victims of Domestic Violence's Notice of Funding Availability. The contract will pay for shelter services for victims of domestic violence.

The contract will begin upon approval by the Boone County Commission with two contracts installments made to True North of Columbia, Inc. A total of \$23,952.00 will be provided through department number 2030 and account number 86900. The current fund balance is \$23,952.00.

c: Contract File

23-2025

Commission Order: _____

**AGREEMENT
FUNDING FOR SHELTERS FOR VICTIMS OF DOMESTIC VIOLENCE**

THIS AGREEMENT entered into this 14th day of January, 2025, by and between the County of Boone, Missouri, through its County Commission, hereinafter called "County", and True North of Columbia, Inc. hereinafter called "Provider".

WITNESSETH:

WHEREAS, County desires to purchase the following program service:

Shelter for Victims of Domestic Violence

as stated in the proposal, including any revisions, received by and on file with the County, which is hereby incorporated by reference as fully as if herein set forth;

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

I.

Provider agrees to furnish and County agrees to purchase:

Emergency shelter and supportive services for victims of domestic violence.

II.

Provider agrees that the services provided under this Agreement shall be provided to residents of Boone County and funds shall be spent as set forth in the FY2025 proposal on file with the County.

Provider certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Provider agrees to maintain with the County current versions of the following required documents in the Organization Profile on the County's funding management system: IRS Tax Exempt Status Determination letter; documentation from the Missouri Secretary of State indicating the entity is registered as a corporation in good standing; most recently completed IRS 990 or 990 EZ; financial statement and accompanying assurance completed within six months of the end of the entity's most recent fiscal year; organizational chart; board of directors roster; if applicable, an ADA plan of accommodation and a transition plan.

IV.

Provider agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

V.

Provider agrees that it is responsible for all funds made available to Provider by this

23-2025

Commission Order: _____

agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this Agreement.

VI.

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

VII.

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

Compensation Insurance: The Provider 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 Provider 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 Provider.

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

Comprehensive General Liability Insurance: The Provider 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 Provider 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 Provider 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 Provider 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

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Commission Order: _____

liability belonging to the Provider.

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

Commercial Automobile Liability: The Provider 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 Provider'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 Provider 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, Provider 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 Provider, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Provider or a subcontract for part of the services), of anyone directly or indirectly employed by Provider or by any subcontractor, or of anyone for whose acts the Provider or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Provider to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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

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

Certificate Holder address:

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

23-2025

Commission Order: _____

IX.

Provider agrees to comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990, as amended; and all other applicable Federal and State laws which prohibit discrimination in employment and the delivery of services on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, age (employment), and familial status (housing).

X.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Provider 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.

For agreements in excess of five thousand dollars (\$5,000):

(b) As a condition for the award of this Agreement the Provider shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Provider shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Provider shall require each subcontractor to affirmatively state in its Agreement with Provider 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 Provider with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

XI.

County agrees to pay Provider the sum of \$23,952 (based on the cash balance available in Boone County Domestic Violence Account (Dept. #2030, Acct. # 86900) as of September 30, 2024) as follows:

A. The County will pay 50% of the contracted sum in January 2025.

B. The County will pay 50% of the contracted sum in July 2025.

XII.

The provider agrees to submit to the County an annual report, due by March 31, 2026, in the form and the medium proscribed by the County.

XIII.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XIV.

23-2025

Commission Order: _____

This Agreement shall be for a term of one year commencing on January 1, 2025, and ending on December 31, 2025; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the Agreement shall be submitted within thirty (30) days following the effective date of said termination.

XV.

The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement.

XVI.

There is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Provider or any individual acting on Provider's behalf, including subcontractors, which seek to enjoin or prohibit Provider from entering into this Agreement of performing its obligations under this Agreement.

XVII.

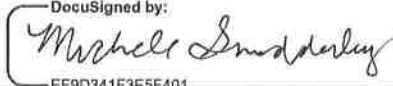
RECORD RETENTION CLAUSE: Provider shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

Commission Order: 23-2025

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

True North of Columbia, Inc.

Boone County, Missouri
By: Boone County Commission

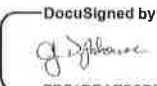
By: 
Signature


Kip Kendrick, Presiding Commissioner

Michele Snodderley
By: _____
Printed Name/ Title

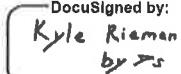
APPROVED AS TO FORM:

ATTEST:


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.)


Signature 12/31/2024 Date (2030/86900/\$23,952.00) Appropriation Account

An Affirmative Action/Equal Opportunity Employer

ATTACHMENT C

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone)
) ss
State of MO)

My name is Michele Snodderley I am an authorized agent of True North of Columbia (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.



Michele Snodderley 6/28/24
Affiant Date
Michele Snodderley
Printed Name

Subscribed and sworn to before me this 28 day of June, 2024.

(Sandra Kay Stokes) Sandra Kay Stokes
Notary Public

Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.



Company ID Number: 170868

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the True North of Columbia, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 170868

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 170868

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer True North of Columbia, Inc.	
Name (Please Type or Print) Elizabeth Leigh Voltmer	Title
Signature Electronically Signed	Date 12/12/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/12/2008



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	True North of Columbia, Inc.
Company Facility Address	1316 Parkade Blvd. Columbia, MO 65203-0000
Company Alternate Address	P.O. Box 1367 Columbia, MO 65205-1367
County or Parish	BOONE
Employer Identification Number	431483863
North American Industry Classification Systems Code	624
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heritage Insurance, Inc. 13036 SE Kent-Kangley Rd Suite 535 Kent WA 98030	CONTACT NAME: Tiffany Haley PHONE (A/C, No, Ext): (253) 638-8142 FAX (A/C, No): E-MAIL ADDRESS: tiffany@heritageadvices.com														
INSURED True North of Columbia, Inc PO Box 1367 Columbia MO 65205-1367	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : WEST BEND MUT INS CO</td> <td style="text-align: center;">15350</td> </tr> <tr> <td>INSURER B : MISSOURI EMPLOYERS MUT INS CO</td> <td style="text-align: center;">10191</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : WEST BEND MUT INS CO	15350	INSURER B : MISSOURI EMPLOYERS MUT INS CO	10191	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	A608313	06/04/2024	06/04/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$		
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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A608313	06/04/2024	06/04/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$						
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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			A608313	06/04/2024	06/04/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$										
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	\$																						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2012680	06/04/2024	06/04/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td style="text-align: right;">\$ 500,000</td></tr> </table>		PER STATUTE	OTH-ER		E.L. EACH ACCIDENT			\$ 500,000	E.L. DISEASE - EA EMPLOYEE			\$ 500,000	E.L. DISEASE - POLICY LIMIT			\$ 500,000
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E.L. EACH ACCIDENT			\$ 500,000																				
E.L. DISEASE - EA EMPLOYEE			\$ 500,000																				
E.L. DISEASE - POLICY LIMIT			\$ 500,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Boone County, Missouri c/o Purchasing Department 5551 S. Tom Bass Road Columbia MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tiffany Haley
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

County of Boone, Missouri
613 E Ash St
Columbia, MO 65201-4432

Location(s) of Covered Operations:

Various Locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

If the name of the person or organization stated above includes any architect, engineer or surveyor, the following applies:

The insurance with respect to such architects, engineers, or surveyors does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- b. Supervisory, inspection, or engineering services.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. If a written contract between you and the additional insured specifically requires that this insurance be primary, then the insurance afforded by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the additional insured named in this schedule unless the other insurance is provided by a contractor other than the named insured. Then we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

If no contract between you and the additional insured requires that this insurance be primary, then the coverage granted to the additional insured under this endorsement shall be excess over any other valid and collectible insurance.

24 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the

14th

day of January

20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the Information Technology Department's request to purchase from Cooperative Agreements for Fiscal Year 2025.

Done this 14th day of January 2025.

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
Department of Information Technology
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 220
Columbia, MO 65201-4890
573-886-4443

Julia Lutz

Director

DATE: January 7th, 2025

TO: Kip Kendrick, Presiding Commissioner
Justin Aldred, District I Commissioner
Janet Thompson, District II Commissioner

FROM: Julia Lutz

SUBJECT: Request Administrative Authority to Purchase Technology-Related Items for FY2025

The purpose of this request is to seek administrative authority for the Information Technology Department to purchase technology-related items in FY2025 as follows;

Part 1 – Request to extend authority for the IT Department to purchase from cooperative agreements for the fiscal year 2025. The department's authority expired on 12/31/24. Samples of cooperative agreements include the State of Missouri's CDW-G (Computer Discount Warehouse-Government), NACo (National Association of Counties), and NASPO ValuePoint. This request has been presented to and approved by the County Commission for the past 22 years.

Part 2 – Request to extend authority for the IT Department to use the "Unanticipated Emergency Hardware" funding (Dept.'s: 1172, 2708, 1171, 2012, 2083, 6107; Account: 92301) to replace existing technology items that fail and are not cost-effective to repair. This authority would cover equipment with a replacement cost of up to \$2,000 without additional Commission review. This allows for less interruption for our technology users and reduces the number of "spare" items to be kept as backup equipment. This request has been made and approved for the previous 7 years.

Part 3 - Request to extend authority for the IT Department to purchase new assets, as needed, where the item's total purchase price is \$999.00 or less. These purchases should not have annual operating expense or licenses. Monitors are the best example of this need. This request has been made and approved for the previous 7 years.

Thank you for your consideration regarding this matter.

Julia Lutz

CC:
Kyle Rieman
Heather Acton
Victoria Walter
Melinda Bobbitt