

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of June

20 16

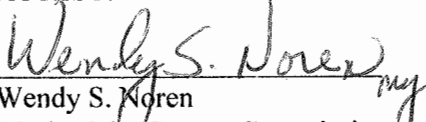
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the request by the Keeven Columbia LLC on behalf of Smarr Family Farms for a permit for topsoil management, harvesting, conditioning and stockpiling on 106.5 acres, more or less, located at 4949 W I-70 Dr NW, Columbia, subject to the following conditions:

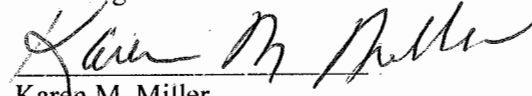
1. Hours of operation shall be limited to
 - Monday through Friday 7 AM to 7 PM; Saturday 8 AM to 3 PM
 - No operations on Sunday
 - No operations on New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day
2. A land disturbance permit shall be acquired prior to any earth moving on the site. The permit shall specifically identify the portion of the site where topsoil is to be removed on an annual basis.
3. When the topsoil removal site is adjacent to Perche Creek the stream buffer shall be staked so as to prevent removal of soil from within the stream buffer.
4. The topsoil removal operation shall be limited to 20 acres per year which will be enforced through the Land Disturbance Permit
5. The operator shall employ the use of management practices to prevent mud, dirt or debris from being deposited on public roads to the satisfaction of the Director of Resource Management.
6. The operator shall maintain the access road in a dust free condition to the satisfaction of the Director of Resource Management.
7. Material will be stockpiled on the west side of the building.


Done this 28th day of June, 2016.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

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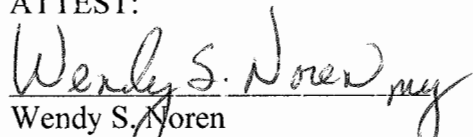
In the County Commission of said county, on the 28th day of June 20 16

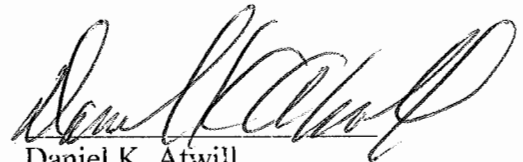
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by EKD Properties V LLC to approve a Final Development Plan for Bobcat of St. Louis Planned Commercial Development on 35.91 acres, more or less, located at 1101 N Lenway Dr. Columbia.

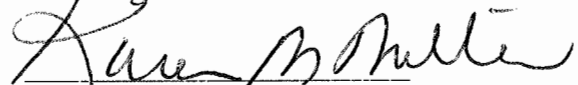
Done this 28th day of June, 2016.

ATTEST:

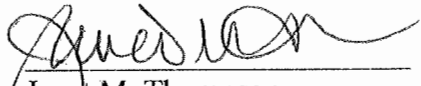

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
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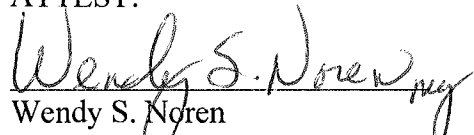
the following, among other proceedings, were had, viz:

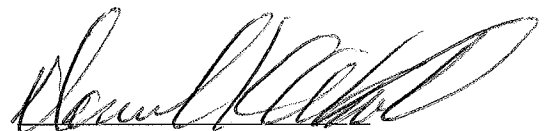
Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the Presiding Commissioner to sign them:

- Gateway South Plat No. 7-A1. S10-T47N-R13W. R-S. Bradley and Abigail Baker, owners. David T. Butcher, surveyor.
- Deline. S18-T47N-R12W. A-2. Kelly C. Deline, owner. C. Stephen Heying, surveyor.
- KW Estates. S25/26 -T50N-R13W. A-2. KW Properties Inc., owner. Kevin Schweikert, surveyor.
- Gobbling Tom. S2/11-T47N-R13W. R-S. Michael R. Covington, owner. James R. Jeffries, surveyor.
- Clearview Plat 8. S24-T49N-R13W. R-M. Enrich Properties LLC, owner. Kevin Schweikert, surveyor.

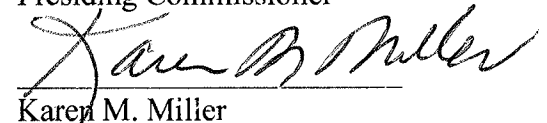
Done this 28th day of June, 2016.

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

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In the County Commission of said county, on the

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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 Food Service Contract between Boone County and Catering By Marlin's Inc. d/b/a CBM Managed Services.

The terms of the Agreement are stipulated in the attached Contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract.

Done this 28th day of June, 2016.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

**FOOD SERVICE CONTRACT BETWEEN BOONE COUNTY
AND CBM MANAGED SERVICES**

This contract is made and entered into this 28th day of June, 2016, by, and between Boone County (hereinafter referred to as "County") having offices at 2121 County Drive, Columbia, Missouri 65202 and Catering By Marlin's Inc., d/b/a CBM Managed Services (hereinafter referred as "Contractor") business address: 500 East 52nd Street North, Sioux Falls, South Dakota 57104.

WHEREAS, County operates and maintains the Boone County Jail and desires to contract for food services as described herein with the Contractor.

NOW THEREFORE, County and Contractor agree to the following:

1.0 FOOD AND SUPPLIES

1.1 Procurement of Food

The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage, and inventory of all foods and direct supplies and shall pay for all food products related to food production, service and management applicable to the contract. All food and supplies offered are subject to availability. Contractor reserves the right to make food and supply substitutions when market conditions dictate or items become unavailable for any reason beyond Contractor's control. All substitutions will be made with comparable products.

1.2 Frequency of Meals

The Contractor shall provide dietary services and proposed training to provide three (3) meals per day including one (1) hot meal at breakfast, one (1) hot meal at lunch, and one (1) cold meal at dinner. Regular meal times shall be with no more than fourteen (14) hours between the evening meal and the following day's breakfast meal. The Contractor shall provide a sack lunch to inmates who miss the service of the regularly scheduled meal. The sack lunch shall meet the nutritional needs of the inmates. Snacks and nutritional supplements may be required and will be charged for separately.

1.3 Meal Counts

The County shall provide the number of meals to be prepared for each meal/sack lunch which shall be called the "Census Count". All meal count orders will be given to the Contractor at least two hours prior to serving time for meals. The official daily billing count shall be Census Count or the actual count, whichever is greater. All additional County authorized "Caterings" shall be billed separately based on a mutually agreed upon price.

1.4 Menu Cycles

The Contractor will provide dietitian approved meals on, at least, a 4-week menu cycle including providing options for medically restricted diets, religious diets, religious non-pork diets, Kosher, vegetarian and vegan diets.

Initials (County) Initials (Contractor) SS

1.5 Menu Planning

Menus shall be planned by the Contractor in accordance with the National Academy of Sciences to meet the nutritional needs of the inmates. The Contractor menus shall provide a variety of foods in adequate amounts to meet the Recommended Daily Allowances (RDAs), and American Correctional Association (ACA) standards. These shall be adjusted for age, gender, therapeutic modifications if needed, and activity level of the inmates. The Contractor shall retain copies of pertinent standards at the individual facilities. The 4-week menu cycle shall have a weekly average of not less than 2800 calories per day for adult meals.

1.6 Menu Review and Approval

The menus prepared by the Contractor shall be reviewed and approved by a Registered Dietitian, provided at Contractor's expense, who is licensed by the State of Missouri, in order to ensure compliance. All menus prepared by the Contractor shall be approved by the Sheriff or his/her designee, with such approval not to be unreasonably denied.

1.7 Recipes and Production Standards

The Contractor shall maintain standardized recipes and portion control procedures for the County. Standardized recipes must be followed for all food preparation to ensure medical nutrition therapy, nutritional adequacy, and nutrient requirements.

1.8 Menu Modifications and Substitutions

Contractor shall make modifications in the menu, approved by Contractor's registered dietitian, to accommodate medically restricted, religious, religious non-pork, vegetarian, and vegan diets at no additional charge. Any modifications in the menu shall also be approved by the Sheriff or his/her designee.

1.9 Meal Preparation and Service

The Contractor shall supervise all meal preparation and service to ensure quality, sanitation, texture, consistency, appearance, therapeutic modifications, and temperature. The contractor shall freeze one sample tray from each meal served for a minimum of 72 hours.

1.10 Support Services

The Contractor shall provide standard training for inmate laborers at no cost to County. Consideration will be given to the possibility of providing Vocational Training in Food Service to inmates that have been designated by the Classification Officer as an Inmate Worker. Any Vocational Training taken into consideration under this Contract will not occur until the mutual consent of both parties has been obtained in regard to training program to be offered and the party responsible for the cost of the training.

1.11 Processing of Complaints

The Contractor shall follow County's grievance process and provide a response for addressing complaints from inmates related to food service.

2.0 SPECIAL TERMS AND CONDITIONS

2.1 Excused Performances

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, or labor disturbance or strike, business operations at the County facility are interrupted or stopped, performance of the contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.

2.2 Use of Space

The County shall permit the Contractor to use the kitchen facilities in the County jail and other spaces as necessary to carry out the terms of the contract. Such other spaces, as defined by County, include areas for food service equipment and limited supplies. The County shall provide heat, air conditioning, sewer, electricity, natural gas and cold/hot water. The Contractor agrees to exercise care to keep these energy services to a minimum and comply with established energy conservation practices, regulations and policies, and mutually endeavor to conserve the use of energies. Food loss that results from a loss or interruption of power shall be the responsibility of County.

2.3 Right of Inspection

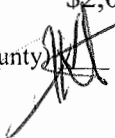
The County or any person or government entity designated by the Sheriff or his/her designee shall have the right of inspection at any time of all food service areas, dining facilities, storage and auxiliary service rooms and the operation of the Contractor with respect to the quality and quantity of food service, the method of service, opening and closing hours, and generally with respect to use, safety, sanitation and the maintenance of said premises. This provision shall not be construed to limit County's ability to enter into the premise with or without notice for any reason.

2.4 Insurance

The Contractor assumes responsibility arising from the administration or delivery of food services. The Contractor will handle all lawsuits and pay all associated legal costs and settlements, if any, related to the administration or delivery of food services. The Contractor will provide the necessary liability coverage for the food service while the County and Contractor will provide their respective employee's workers comp and employer's liability coverage.

2.4.1 Coverage and Minimum Limits

<u>Coverage</u>	<u>Minimum Limits</u>
Workers Compensation	Statutory/Missouri
Employer's Liability Coverage (B)	\$500,000/\$500,000/\$500,000
<u>Commercial General Liability (CGL)</u>	
General Aggregate	\$2,000,000

Initials (County)  Initials (Contractor) SS

Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal and Advertising Liability	\$1,000,000
Umbrella	\$4,000,000
<u>Automobile Liability (including hired/non-owned)</u>	
Combined Single Limit	\$1,000,000

2.4.2 Insurance Requirements

- a. The Contractor is required to maintain the above insurances and keep said insurances in effect during the course of this contract.
- b. Prior to beginning work, the Contractor shall provide County a current certificate of insurance with the required coverage and limits of insurance issued by an insurance company licensed to do business in the State of Missouri and signed by an authorized agent.
- c. Commercial General Liability includes but is not limited to consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.
- d. These policies shall contain a covenant requiring thirty (30) days written notice by the insurer to County before cancellation, reduction or other modifications of coverage.
- e. In the event of non-renewal, cancellation or expiration of insurance, the Contractor shall provide County evidence of the new source(s) of required insurance within twenty-one (21) calendar days after County’s receipt of the thirty (30) day notice.

2.5 Indemnification

The Contractor agrees that it will hold harmless, indemnify, and defend County, it’s Commissioners, officers, agents and employees against any and all claims, expenses (including attorney’s fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide services hereunder, to the extent caused by the Contractor’s negligent performance of professional services under this contract and that of its subcontractors or anyone for whom the Contractor is legally liable.

Only to the extent permitted by Missouri law, the County agrees that it will hold harmless, indemnify, and defend the Contractor, officers, agents and employees against any and all claims, expenses (including attorney’s fees), losses, and damages to the extent caused by County’s negligence and the acts of its contractors, subcontractors or anyone for whom County is legally liable.

Neither the County nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party’s negligence.

Initials (County) JK Initials (Contractor) S

2.6 Regular Meetings on Performance

Recognizing that the successful performance of the contract is dependent on favorable response from the users, the Contractor shall meet regularly with authorized personnel of the County, to effect adjustments in operations and shall cooperate at all times to maintain maximum efficiency and good public relations with inmates and staff.

2.7 Permits/Licenses

The Contractor shall be financially responsible for obtaining all required permits and licenses to comply with pertinent municipal, county, state and federal laws and regulations.

2.8 Facilities and Equipment

The County shall initially provide the Contractor with general kitchen facilities, permanently installed food service equipment, storage areas and restroom facilities. The County shall provide the following existing office furniture and equipment for use by the Contractor in the performance of the contract at no charge under the same terms applicable to capital equipment contained in the contract: desks, chairs, filing cabinets, telephone service and other equipment as negotiated. Upon termination or expiration of the contract, the Contractor shall vacate the premises and deliver up the premises in the same condition that the premises were in at the time the Contractor entered the premises with reasonable use and wear expected.

2.9 Advertising

The County shall approve in writing all design, advertising, and/or lettering of textile, polystyrene or paper goods such as paper cups, plates, napkins, prepackaged condiments, menus and similar items, prior to purchase of items by the Contractor.

2.10 Personnel

The Contractor shall ensure an adequate staff of employees shall be on duty for the efficient, prompt and sanitary service of food.

2.10.1 Management Assignment/Requirements

The Contractor's food service staff shall be subject to the approval of the County.

2.10.2 Contractor Contact People

The Contractor shall provide a list of all possible Contractor personnel that may visit, manage or oversee the foodservice operation in the County. This list will contain the person's name, phone number and email address.

2.10.3 Personnel Relations

Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.

2.10.4 Staff Listing

The Contractor shall supply the County with a complete list of employees, supervisors and management assigned to work areas at the start of the contract and as frequently thereafter as requested by the County. All employees of the Contractor shall be subject to the approval of the County and will include a criminal background check.

2.10.5 Area Security

All Contractor personnel will follow all County security rules, regulations and policies.

2.10.6 Prison Rape Elimination Act (PREA)

If applicable, Contractor shall comply with the County's zero-tolerance policy related to the sexual assault, sexual misconduct or rape of offenders/inmates. Contractor's employees, agents, representative and/or members of its Board of Directors, including volunteers, who have contact with inmates, shall attend and successfully complete any and all staff training(s) related to PREA, as required by the County.

The County shall provide the training(s) at no cost to Contractor. Contractor shall be responsible for expenses incurred, including salary, benefits and/or transportation, in connection with the attendance of mandatory PREA training(s) by its employees, agents, representatives and/or members of its Board of Directors, including volunteers.

2.10.7 Available Inmate Labor

Inmate labor will be available for cleaning of facilities and serving of prepared foods. The Sheriff or his/her designee will provide at least three (3) inmates for each meal. The Contractor shall ensure that at no time may inmates supervise other inmates. The Contractor shall provide inmate training. The Sheriff reserves the right to suspend inmate labor being made available to the Contractor at any time that in the opinion of the Sheriff or his/her designee the presence of inmate labor presents a safety or security concern to the facility or to any person present in the facility. If inmate labor is suspended or not adequately provided, Contractor reserves the right to request an increase in the price per meal, which such request should not be unreasonably denied.

2.10.8 Employment

The County will not engage the services of any current or dismissed Contractor personnel for one full year after termination of employment or one year after termination of this contract without written consent of Contractor.

2.10.9 Independent Contractor

The relationship of the Contractor to the County is and will continue to be that of an independent contractor. The employees of Contractor are not, nor shall they be

Initials (County) JK Initials (Contractor) SS

deemed to be, employees of County and employees of County are not, nor shall they be deemed to be employees of Contractor. Inmate labor shall not be deemed to be employees of the Contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or venture with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the County.

2.11 Equipment and Supplies

2.11.1 County/Contractor Supplied Equipment

The County shall provide the Contractor with the initial inventory of supplies (i.e., hand utensils, cleaning equipment, trays, pans, pots, dishes, glasses, silverware, etc.) and capital equipment at the start of the contract. The Contractor will supply as needed, any paper products for foodservice and smallwares. The County shall also provide and be responsible for the replacement of capital equipment.

2.11.2 Other Equipment

Other equipment not provided by the County that the Contractor deems to be necessary, shall be provided by the Contractor at its own expense for the start-up of this contract.

2.11.3 Ownership and Removal of Supplies and Equipment

All items/supplies/equipment provided or supplied by the Contractor remain the property of the Contractor. All items/supplies/equipment provided or supplied by the County will remain the property of the County.

2.11.4 Leased Equipment

The Contractor shall make contracts for and payments on all leased rental food services related equipment purchased by Contractor.

2.11.5 Repair and Replacement

The Contractor shall be responsible for the cost of repair of County food service equipment where it has been determined by the County that damages were due to the Contractor's gross negligence or the gross negligence of the Contractor's employees, staff, agents or subcontractors. The County shall be responsible for repairs that arise due to normal wear and tear of equipment. For any new equipment that is placed by the Contractor, the Contractor shall be responsible for

Initials (County) *DK* Initials (Contractor) *SS*

the repair/replacement of this equipment.

2.11.6 Vehicle

The Contractor will not need to provide a transport vehicle for the delivery of food service.

2.12 Space Use

2.12.1 Food Service Areas

The Contractor may utilize all space assigned by the County for food service operations.

2.12.2 Use of Dining and Service Areas by County

The County may, without interfering with normal food service, use the dining and service areas from time to time for other purposes. Appropriate setup and cleanup for such other purposes shall be undertaken by County personnel at no cost to the Contractor.

2.12.3 Facility Security

The Contractor is responsible for control of keys and other entry devices obtained from the County for Contractor's employees and for the security of those areas that are used by its employees, staff or subcontractors.

2.12.4 Lock/Cylinder/Key Installation and Replacement

The Contractor shall be responsible for the cost for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of its negligence and/or loss of keys.

2.12.5 County Security

The County shall provide the Contractor with safety and security services inside the County's facilities.

2.13 Utilities/Telephone

2.13.1 Utilities

The County shall provide all utilities necessary for normal food service operations.

2.13.2 Telephone/ Internet

The County shall provide the Contractor with telephone service (local) and internet service. The Contractor shall have access to local service utilizing equipment provided by the County. County shall pay for all long distance telephone fees. The County shall pay for equipment repair and replacement, and line maintenance for the telephone and internet service.

2.13.3 Uninterrupted Service

Initials (County)



Initials (Contractor)

SS

The County shall guarantee an uninterrupted supply of water, steam, electricity, gas, telephone, heat, or high/low temperature refrigeration barring acts of God, natural or manmade disasters and interruptions of the utility services listed in this section that are outside of the County's control.

2.14 Equipment and Facility Maintenance, Replacement and Sanitation

2.14.1 Cleanliness and Sanitation

The Contractor shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions of matters related to the execution of the terms of the contract including food handlers' appearance and performance in the preparation, service, transport, and storage of food and related items. The Contractor shall comply with the Missouri Department of Health, Food Service Health and Sanitation guidelines and regulations.

2.14.2 Safety Requirements

All materials, equipment and supplies provided by the County and Contractor must comply fully with all safety requirements as set forth by State and Federal law.

2.14.3 Facility Inspections

Authorized agents of County shall have complete cooperation and access to all food service, production and storage areas and records on inspections that they may conduct.

2.14.4 Housekeeping and Sanitation Responsibilities

The Contractor shall provide daily housekeeping and sanitation services. The County shall be responsible for the replacement of soaps/chemicals for sanitation and dishwashing in the kitchen. All Material Safety Data Sheets (MSDS) shall be made available for posting.

2.14.5 Stripping and Sealing of Floors

The County shall be responsible for the periodic stripping, sealing and waxing of floors in the food service areas as determined by mutual agreement.

2.15.6 Pest Control

The County shall be responsible for the costs and maintenance of insect and pest control in all food service, production and storage areas.

2.15.7 Food Service Linens and Uniforms

The Contractor shall provide adequate inventory of employee uniforms, aprons, jackets, towels, bar swipes, potholders, and such other related food service linens. The County and Contractor shall mutually agree upon selection of employee uniforms.

2.15.8 Trash Removal

Initials (County)

Initials (Contractor)

The Contractor shall adhere to applicable state, County and municipal recycling and waste disposal requirements. The Contractor shall be financially responsible for costs of removal of trash and garbage from food service and production operation to dumpsters.

2.15.9 Waste Containers

The County shall provide waste containers in sufficient quantity to maintain sanitary standards for trash disposal. Waste containers shall be kept in a clean and satisfactory condition at all times and emptied by the Contractor.

2.15.10 First Aid Equipment

The County shall be responsible for the costs of a basic first aid kit and related supplies in all production and service areas.

2.15.11 Fire Extinguisher System

The County shall furnish and maintain fire extinguisher equipment and supplies, including automatic hood extinguisher systems.

2.15.12 Hood Ducts and Vent Cleaning

The County is responsible for the periodic cleaning of hood ducts, plenums and related vents and fans. The Contractor shall be responsible for routine day to day cleaning and maintenance of hood vents. The Contractor shall notify the County in writing at any time it believes that the hood ducts, plenums and related vents and fans are in need of cleaning.

2.16 Statements, Audits, Payments, and Billings.

2.16.1 Weekly Billings

The Contractor shall submit to the County, on a weekly basis, an invoice for the census count total for the week or the actual meals served whichever is greater. These invoices must be processed for payment within thirty (30) days.

2.16.2 Reporting Period

The Contractor's year-to-date reports shall correspond with the County's fiscal reporting period. A month shall be a calendar month. A week shall run from Thursday through Wednesday.

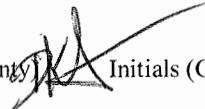
2.16.3 Review of Yearly Operating Reviews

Upon request of the County, the Contractor shall meet with the County and review each year's operation, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services.

2.16.4 Record Retention/Audits

The Contractor shall retain all financial records and statements pertaining to the contract for a period of three (3) years from the close of each year's operation.

Initials (County)



Initials (Contractor)



2.16.5 Purchases and Expenses

The taxes or costs described below which are applicable are components of the financial consideration of the contract.

- a. Payroll taxes, for the Contractor’s employees, shall be paid by the Contractor to appropriate Federal, State and local authorities.
- b. All required licenses and permits, such as health and food service permits shall be paid by the Contractor to the appropriate authority.

2.16.6 Other Services and/or Sales

Sales tax applies to all direct sales of meals to employees and visitors. Contractor shall be responsible for collecting and remitting the necessary sales tax payments.

3.0 STANDARD TERMS AND CONDITIONS

3.1 Deviations and Exceptions

Deviations and exceptions from terms, conditions, or specifications shall be described fully on the Contractor’s letterhead, signed and attached to the request. Any deviation or exception from terms, conditions or specifications shall be approved by the County.

3.2 Applicable Law

This contract shall be governed under the laws of the State of Missouri. The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that are in effect during the term of the Contract, and any extension thereof, and which in any manner affect Contractor’s work, conduct or performance under this Contract.

3.3 Contract Assignment

No right or duty in whole or in part of the Contractor under the contract may be assigned or delegated without the prior written consent of the County.

3.4 Recycled Materials

Contractor will make every effort to support any commitment the County has to encourage the purchase of recycled materials whenever technically or economically feasible or required by law.

3.5 Material Safety Data Sheet

If any item(s) used by the Contractor is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor must provide one (1) copy of a Material Safety Data Sheet for each item to the County for approval prior to use, including reformulated chemicals.

3.6 Commissary

Commissary operations shall not be considered a part of this contract.

Initials (County) *KA* Initials (Contractor) *SS*

3.7 Contract Term

This Contract will commence on the 30th day of June, 2016 and terminate on the 29th day of June, 2017. The County, upon mutual agreement with the Contractor, shall have the option to renew this Contract for additional one (1) year periods with the same terms and conditions.

3.8 Contract Adjustments

After the first year of the initial contract term and each year thereafter, and each year of any renewal term, the parties may, by written amendment to this Contract in compliance with Section 4.0 adjust the contract pricing based on the change in CPI (Consumer Price Index) "Food Away From Home Index" for the previous year. Said Index is published by the Department of Labor Bureau of Statistics. Additional adjustments may also be made upon mutual consent of both parties.

3.9 Contract Payment

In consideration of all conditions enumerated in this contract, the Contractor agrees to accept and the County agrees to pay the following price per meal where Contractor will provide two (2) hot meals and one (1) cold meal per day for the period June 2, 2016 through June 1, 2017:

<u>Scale Count</u>	<u>Price</u>
111-135	\$2.135
136-160	\$1.895
161-185	\$1.715
186-210	\$1.595
211+	\$1.505

- **All additional doctor ordered snacks and food supplements will be billed separately.**
- **All snacks will be billed at the rate of \$1.00.**
- **All Kosher meals will be billed at the rate of \$6.50.**
- **Actual count or Census Count, whichever is greater, shall be used for billing.**
- **All staff meals shall be billed at the same rate that is currently being charged for inmate meals unless otherwise specified.**

3.10 Termination

Either party may terminate this Contract for convenience by providing the other party ninety (90) days written notification. In case of such termination, the Contractor shall be entitled to receive payment from The County for work completed prior to the termination date in accordance with the terms and conditions of this Contract and The County shall be entitled to receive payment for any commissions due in accordance with this Contract.

4.0 Entire Agreement

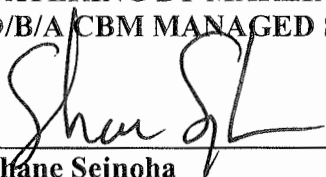
This written contract with referenced parts, attachments and addendums shall constitute

Initials (County) Initials (Contractor) SS

the entire agreement and no other terms or conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by all parties to this Agreement. Any future amendments to the contract shall be in writing and attached to the original contract as an addendum. Any dispute arising from the terms and conditions of the contract that cannot be resolved by mutual agreement shall be tried in Columbia, Missouri.

Dated this 20th day of June, 2016.

**CATERING BY MARLIN'S, INC.
D/B/A/CBM MANAGED SERVICES:**

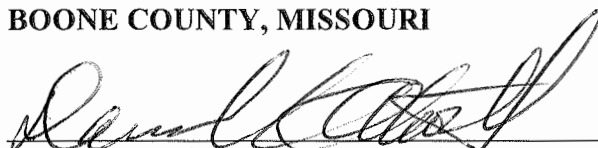


Shane Sejnoha
Vice President Operations

APPROVAL OF AGREEMENT WITH CBM MANAGED SERVICES, INC.

APPROVED:

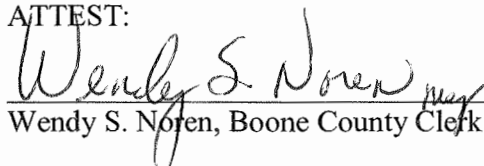
BOONE COUNTY, MISSOURI



Daniel K. Atwill, Presiding Commissioner

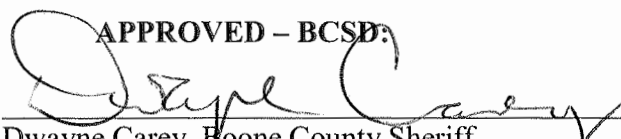
DATED: 6-28-16

ATTEST:



Wendy S. Noren, Boone County Clerk

APPROVED - BCSD:



Dwayne Carey, Boone County Sheriff

Initials (County) DA Initials (Contractor) SS

APPROVED AS TO LEGAL FORM:

C.J. Dykhouse
C.J. Dykhouse, County Counselor

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.)

Jane Pitchford by jg *06/24/16* - *No Encumbrance Required* *1255-7100*
Signature Date Appropriation Account

Initials (County) *JL* Initials (Contractor) _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of

June

20

16

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Juvenile Division to increase revenue and expenditures for the Domestic Relations Resolution Fund – Contact for Kids: A Safe Way Grant for the period 7/1/16 through 12/31/16.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	3451	Judicial Grants	State Reimbursement		5,000
1243	71101	Judicial Grants	Professional Services		5,000

Done this 28th day of June, 2016.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI


6/3/16

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	3	0	3	4	5	1	Judicial Grants	State Reimb. - Grant		\$5,000.00
1	2	4	3	7	1	1	0	1	Judicial Grants	Professional Services		\$5,000.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To increase revenue and expenditures for the Domestic Relations Resolution Fund-Contact for Kids: A Safe Way Grant. This is for 7/1/16 – 12/31/16 expenditures and revenue. The total amount awarded is \$10,000.00.**



 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments: *FY16 DRRF Grant*



 Auditor's Office

Agenda



 PRESIDING COMMISSIONER



 DISTRICT I COMMISSIONER



 DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

1243 Judicial Grants & Contracts
 Domestic Relations Resolution Fund-Contact for Kids
 Calculations for Budget Amendment
 July 1, 2016 - December 31, 2016

	71101- Professional Services	Total
July - December 2016	<u>\$ 5,000.00</u>	<u>\$ 5,000.00</u>
2016 Budget Amendment Expenditure Amounts:	\$ 5,000.00	\$ 5,000.00
2016 Budget Amendment Revenue Amounts:	\$ 5,000.00	\$ 5,000.00

Grant Award:

July - December 2016	\$5,000.00
Jan. - June 2017	<u>\$5,000.00</u>
Total Grant Award:	<u><u>\$10,000.00</u></u>

1243 Judicial Grants & Contracts
 Domestic Relations Resolution Fund-Contact for Kids
 Calculations for Budget Amendment
 January 1, 2017 - June 30, 2017

	71101- Professional Services	Total
January-June 2017	<u>\$ 5,000.00</u>	<u>\$ 5,000.00</u>
2017 Budget Amendment Expenditure Amounts:	\$ 5,000.00	\$ 5,000.00
2017 Budget Amendment Revenue Amounts:	\$ 5,000.00	\$ 5,000.00

Grant Award:

July - December 2016	\$5,000.00
Jan. - June 2017	<u>\$5,000.00</u>
Total Grant Award:	<u><u>\$10,000.00</u></u>



State of Missouri
Office of State Courts Administrator
Administrative Services Division

Issue Date	Award Amount
May 23, 2016	
Contract Period	\$10,000.00
7/1/2016 - 6/30/2017	

Domestic Relations Resolution Fund Award

The Family Court Committee of the Supreme Court of Missouri, through the Office of State Courts Administrator is awarding funding to Missouri Circuit Courts for the creation and implementation of domestic relations programs.

Contract Number	<input checked="" type="checkbox"/> Original Contract
OSCA 17-002-05	<input type="checkbox"/> Contract Amendment

Court/Recipient Information:	Project Director:	OSCA Program Contact
The Honorable Christine Carpenter Presiding Judge Thirteenth Judicial Circuit 705 East Walnut Street Columbia, Missouri 65201	Courtney Pulley Supervisor - Boone County Juvenile Office Thirteenth Judicial Circuit 705 East Walnut Street Columbia, Missouri 65201	Samantha Suthoff 573-522-6265
		OSCA Fiscal Contact
		Shelly Peters 573-522-2751

<input type="checkbox"/> Special Conditions of this award are attached.	<input checked="" type="checkbox"/> There are no special conditions of this award. Original RFP requirements only.
---	--

Funding for Contact for Kids - A Safe Way Program.

Requested Funding: \$15,000.00 Approved Funding: \$10,000.00

Please Sign, Date and Return by Mail to:

Office of State Courts Administrator
Attn: Contracts Unit
P.O. Box 104480
Jefferson City, MO 65110 - 4480

In witness thereof, the parties below hereby execute this agreement.

Appointing Authority Signature		OSCA Signature	
<i>Mary Eppins</i>		<i>Earl Kraus</i>	
Printed Name	Date	Printed Name	Title
Mary Eppins	6/1/2016	Earl Kraus	Deputy State Courts Administrator
Presiding Judge Signature		Date	
<i>Tevin Crane</i>		5/18/16	
Printed Name	Date	Printed Name	Date
Tevin Crane	6/1/16		



SUPREME COURT OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR

KATHY S. LLOYD
STATE COURTS
ADMINISTRATOR

2112 Industrial Drive
P.O. Box 104480
Jefferson City, Missouri
65110

PHONE (573) 751-4377
FAX (573) 522-6152

April 25, 2016

The Honorable Leslie Schneider
Thirteenth Judicial Circuit – Juvenile Division
705 East Walnut
Columbia, MO 65201

Dear Judge Schneider:

I am pleased to inform you that the Family Court Committee has approved funding through the Domestic Relations Resolution Fund for continuation of your **Contact for Kids – A Safe Way Program**. The amount awarded for your program is **\$10,000.00**. The funding year will be July 1, 2016 through June 30, 2017.

The Office of State Courts Administrator (OSCA) will be monitoring the expenditure of funds. If it appears you are not spending the awarded funds as proposed, the award may be reduced and made available to another court. However, if you are spending and find that you are in need of additional funds as the year ends, you may submit a request at any time prior to May 1, 2016. Included with this letter is an award data sheet outlining the terms of the award. Please review the terms to insure that you understand any restrictions concerning your award.

Included in your packet of forms is an electronic copy of a Certification of Compliance form. This form **must** be used for reimbursement of program or project expenses. Please remember all invoices must first be paid by the county and then submitted to OSCA for reimbursement to the county. Reimbursement is for funds expended between July 1, 2016, and June 30, 2017, only.

The program or project contact person(s) will receive an email from Samantha Suthoff with an electronic copy of a Quarterly Report. The form must be completed and returned **within 30 business days of the close of each quarter (October 28, January 30, and April 28)**. Instructions for completing the form will be included. A Final Report with evaluation results, will be due **within 30 days of the conclusion of the project (July 28)**, the fourth quarter's conclusion.

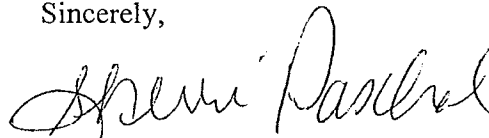
The following OSCA staff has been designated to assist you and your court staff with any additional information you may need related to this program:

The Honorable Leslie Schneider
April 25, 2016
Page 2

- Samantha Suthoff Program Administration/Quarterly & Final Report Forms
- Shelly Peters Fiscal Matters (invoicing/reimbursement)
- Russell Rottmann Contractual Matters

Congratulations on your award. Please feel free to contact Samantha at 573-522-6265 if we can assist you in any way with your program or project.

Sincerely,



Sherri Paschal
Director, Court Business Services Division

Attachment: Award Data sheet

cc: Courtney Pulley
 Russell Rottmann

SP:SS

**13th Judicial Circuit Award Data
Supervised Access and Exchange Program
“Contact for Kids: A Safe Way”**

1. Services can be provided only to family members where there is a domestic relations case filed in the court.
2. The amount of funding for your program or project for the fiscal year is \$10,000.00.

The breakdown of funding expenditure is as follows:

Funding Period	July 1, 2016 – June 30, 2017
Contractual Services	\$10,000.00
Total	\$10,000.00

3. If it appears that your court will not use all the funds awarded, the Family Court Committee may, in its discretion, reduce the amount of reimbursement funds to the court. OSCA shall manage funds for this program on a semi-annual basis. During each 6-month period, the award amount must be reduced either by expenditure or by OSCA retracting a percentage of the funding. The court must notify OSCA of any extenuating circumstances that would justify the retaining of funds prior to the end of the six-month period. This is necessary in order to track the fund balance so as to allow additional awards in the future.
4. If at any time the court is aware that a portion of the funds are not needed for the project or program, OSCA should be notified so that the excess funds can be made available for additional awards.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of

June

20 16


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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Juvenile Division to increase revenue and expenditures for the Probation Services grant for the period 7/1/16 through 12/31/16.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	3451	Judicial Grants	State Reimbursement		45,222
1243	10100	Judicial Grants	Salaries/Wages		35,485
1243	10200	Judicial Grants	FICA		2,714
1243	10300	Judicial Grants	Health Insurance		5,820
1243	10325	Judicial Grants	Disability Insurance		135
1243	10350	Judicial Grants	Life Insurance		48
1243	10375	Judicial Grants	Dental Insurance		420
1243	10500	Judicial Grants	401(A) Match		600

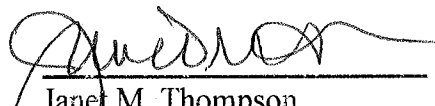
Done this 28th day of June, 2016.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI


6/7/16

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	3	0	3	4	5	1	Judicial Grants	State Reimbursement		\$45,222
1	2	4	3	1	0	1	0	0	Judicial Grants	Salaries/Wages		\$35,485
1	2	4	3	1	0	2	0	0	Judicial Grants	FICA		\$2,714
1	2	4	3	1	0	3	0	0	Judicial Grants	Health Insurance		\$5,820
1	2	4	3	1	0	3	2	5	Judicial Grants	Disability Insurance		\$135
1	2	4	3	1	0	3	5	0	Judicial Grants	Life Insurance		\$48
1	2	4	3	1	0	3	7	5	Judicial Grants	Dental Insurance		\$420
1	2	4	3	1	0	5	0	0	Judicial Grants	401 (A) Match		\$600

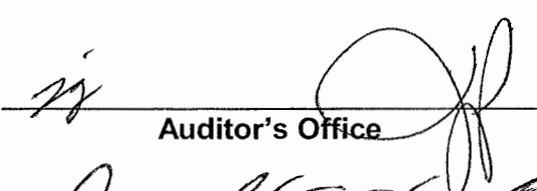
Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To increase revenue and expenditures for the Probation Services grant. This budget amendment covers 7/1/16 to 12/31/16.**



 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments: *Probation Services Grant*



 Auditor's Office

Agenda



 PRESIDING COMMISSIONER



 DISTRICT I COMMISSIONER



 DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

DIVISION OF YOUTH SERVICES
JUVENILE COURT DIVERSION
YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT

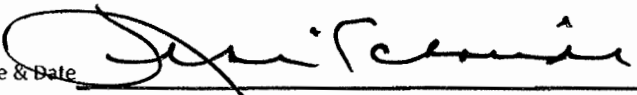
APPROVED BUDGET

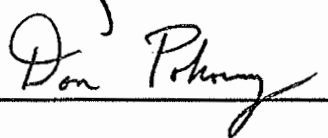
State Fiscal Year: 2017

Judicial Circuit #: 13th

Contract Period: 7/1/2016 - 6/30/2017

Focus Areas	Focus Area Title	Current Budget	Requested	Approved Budget
#1	Probation Services Enhancement/Intensive Intervention Model Program	\$ 90,444.28	\$ 93,867.54	\$ 90,444.00
#2				
#3				
#4				
#5				
#6				
TOTAL FUNDS APPROVED		\$ 90,444.28	\$ 93,867.54	\$ 90,444.00

Judicial Circuit Signature & Date  5/27/16

DYS Signature & Date  5/26/2016



Notification of JCD Award - 13th Circuit

Wood, Christina

to:

Vaughan, Diana

05/27/2016 08:44 AM

Cc:

"Becker, Phyllis", "Pokorny, Donald", "Odum, Scott", "Pitzen, Mike", "Barnett, Christina", "Laux, Heather"

Hide Details

From: "Wood, Christina" <Christina.Wood@dss.mo.gov> Sort List...

To: "Vaughan, Diana" <diana.vaughan@courts.mo.gov>

Cc: "Becker, Phyllis" <Phyllis.Becker@dss.mo.gov>, "Pokorny, Donald"

<Donald.Pokorny@dss.mo.gov>, "Odum, Scott" <Scott.Odum@dss.mo.gov>, "Pitzen, Mike"

<Mike.Pitzen@dss.mo.gov>, "Barnett, Christina" <Christina.Barnett@dss.mo.gov>, "Laux,

Heather" <Heather.Laux@dss.mo.gov>

1 Attachment



13th.pdf

SENT ON BEHALF OF DON POKORNY:

Attached is notification of the Juvenile Court Diversion Funds allocated to your Judicial Circuit. The JCD applications have been reviewed and allocations have been finalized. Your circuit will need to get the attached summary sheet signed and returned by the close of business on Thursday, June 3, 2016. The Division of Youth Services appreciates the work being done with the JCD funding and looks forward to working with your circuit through the next fiscal year. Thanks for submitting your application and if you have any questions give me a call.

Don Pokorny

Designated Principal Assistant

MO Division of Youth Services

(573)751-3324

Probation Services Grant
 Calculations for Budget Amendment
 July 2016 - December 2016

Position Number	Position Title	Budget Hours July-Dec.	Hourly Rate	10100 Salary & Wages	10200 FICA	10300 Health Insurance	10325 Disability Insurance	10350 Life Insurance	10375 Dental Insurance	10500 401(A) Match	Total
					(0.0765)	(\$485/mo)	(0.0038)	(\$4.00/mo)	(\$35.00/mo)	(\$30/mo)	
560	DJO I	1040	16.40	\$ 17,056.00	\$ 1,304.78	\$ 2,910.00	\$ 64.81	\$ 24.00	\$ 210.00	\$ 300.00	\$ 21,869.59
561	DJO II	1040	17.72	\$ 18,428.80	\$ 1,409.80	\$ 2,910.00	\$ 70.03	\$ 24.00	\$ 210.00	\$ 300.00	\$ 23,352.63
July-December 2016 Exp Estimate:				<u>\$ 35,484.80</u>	<u>\$ 2,714.59</u>	<u>\$ 5,820.00</u>	<u>\$ 134.84</u>	<u>\$ 48.00</u>	<u>\$ 420.00</u>	<u>\$ 600.00</u>	<u>\$ 45,222.22</u>
2016 Budget Amendment Expenditure Amounts:				\$ 35,484.80	\$ 2,714.59	\$ 5,820.00	\$ 134.84	\$ 48.00	\$ 420.00	\$ 600.00	<u>\$ 45,222.23</u>
2016 Budget Amendment Revenue Amounts:				\$ 35,484.80	\$ 2,714.59	\$ 5,820.00	\$ 134.84	\$ 48.00	\$ 420.00	\$ 600.00	<u>\$ 45,222.23</u>

Grant Award:
 July-Dec 2016 \$45,222.00
 January-June 2017 \$45,222.00
 TOTAL GRANT AWARD \$90,444.00

1243 Judicial Grants & Contracts
 Probation Services Grant
 Calculations for Budget Amendment
 January 2017- June 2017

Position Number	Position Title	Budget Hours Jan.- June	Hourly Rate	10100 Salary & Wages	10200 FICA	10300 Health Insurance	10325 Disability Insurance	10350 Life Insurance	10375 Dental Insurance	10500 401(A) Match	Total
					(0.0765)	(\$485/mo)	(0.0038)	(\$4.00/mo)	(\$35.00/mo)	(\$30/mo)	
560	DJO I	1040	16.40	\$17,056.00	\$ 1,304.78	\$ 2,910.00	\$ 64.81	\$ 24.00	\$ 210.00	\$ 300.00	\$ 21,869.60
561	DJO II	1040	17.72	\$18,428.80	\$ 1,409.80	\$ 2,910.00	\$ 70.03	\$ 24.00	\$ 210.00	\$ 300.00	\$ 23,352.63
Jan.-June 2017 Exp Estimate:				<u>\$35,484.80</u>	<u>\$ 2,714.59</u>	<u>\$ 5,820.00</u>	<u>\$ 134.84</u>	<u>\$ 48.00</u>	<u>\$ 420.00</u>	<u>\$ 600.00</u>	<u>\$ 45,222.23</u>
2017 Budget Amendment Expenditure Amounts:				\$35,484.80	\$ 2,714.59	\$ 5,820.00	\$ 134.84	\$ 48.00	\$ 420.00	\$ 600.00	<u>\$ 45,222.23</u>
2017 Budget Amendment Revenue Amounts:				\$35,484.80	\$ 2,714.59	\$ 5,820.00	\$ 134.84	\$ 48.00	\$ 420.00	\$ 600.00	<u>\$ 45,222.23</u>

Grant Award:

July-Dec 2016	\$45,222.00
Jan-June 2017	<u>\$45,222.00</u>
TOTAL GRANT AWARD:	<u>\$90,444.00</u>

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

28th

day of

June

20 16

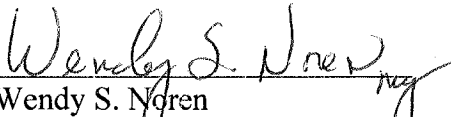
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
Michael Leipard	Building Code Commission	July 1, 2016 through June 30, 2018
Kelli Canada	Judicial & Law Enforcement Task Force	July 1, 2016 through June 30, 2019

Done this 28th day of June, 2016.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner