

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 23


In the County Commission of said county, on the 21st day of March 20 23

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

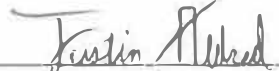
Now on this day, the County Commission of the County of Boone, does hereby authorize the request to convert Position 955, Sheriff's Hiring Investigator (class code 401550, Range 32) from one (1) full-time, benefitted position to two (2), part-time, non-benefitted positions to be budgeted at 1,000 hours a year per position. At a later date, the positions can be converted back to the original classification of one (1) full-time, benefitted position at vacancy or at the request of the Sheriff during the next budget cycle.

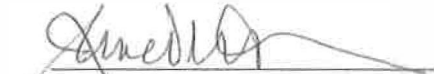
Done this 21st day of March 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

124-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 21st day of March 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the flexible hiring maximum for position 974, Dispatch Certification Instructor, and does hereby authorize a rate of \$25.00 per hour for said position.

Done this 21st day of March 2023.

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

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee: Domenica Antimi Department: Joint Communications

Position Title: Dispatch Certification Instructor (part time pool position) Position No. 974

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: 25.00 % of Mid-Point 103

No. of employees in this job classification within your Department? 1
 Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)

Sgt. Antimi has the experience in law enforcement to meet IAED pre-requisite for Emergency Police Dispatch (EPD) Instructor Certification; pay rate is appropriate for instructor work. Hours worked in this part time pool position will be for time in training to earn Instructor certification, and time teaching Emergency Police Dispatch course to Joint Comm staff.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification:
NA

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?
none expected - pay rate is the same as the other instructor approved by CO255-2022

Additional comments:
This is a 3rd position for Sgt Antimi; she is also full time in Sheriff's Office and part time ETC for Joint Comm

Administrative Authority's Signature: [Signature] Date: 3/10/23

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.
 Auditor's Signature: [Signature] Date: 3/14/23

Human Resource Director's Recommendations:
No issues - request is in line with previous request brought to Commission (CO 255-2022) and does not create inequities in dept.
 Human Resource Director's Signature: [Signature] Date: 03/14/23

County Commission _____ Approve _____ Deny
 Comment(s):

Presiding Commissioner's Signature: [Signature] Date: 3/21/2023
 District I Commissioner's Signature: [Signature] Date: 3/21/2023
 District II Commissioner's Signature: [Signature] Date: 3/21/2023

125-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 23

In the County Commission of said county, on the 21st day of March 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment for Department 2706 for the KOMU Tower.

Done this 21st day of March 2023.

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, MISSOURI REQUEST FOR BUDGET AMENDMENT

2/15/23
EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)

Dept	Account	Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2706	23850	BOCO Joint Comm Radio Impr	Untagged Equipment & Tools		7,500
2706	71100	BOCO Joint Comm Radio Impr	Outsourced Services		7,500
2706	91300	BOCO Joint Comm Radio Impr	Machinery & Equipment		11,000
2706	91900	BOCO Joint Comm Radio Impr	Construction In Progress		57,000
2706	92300	BOCO Joint Comm Radio Impr	Replacement Machinery/Equip		73,881
				156,881	

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

The KOMU tower location has been part of the Joint Comm radio network for many years and the lease agreement stays in effect on their newly built tower. 2022 budget was approved and purchases began in 2022 for equipment and services required to locate to the new tower. By oversight, the remaining budget was not moved to 2023 as part of the normal budget process so this amendment is needed to do so.

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A fund-solvency schedule is attached.
- Comments: *Add KOM Bus*
- Agenda
- Auditor

Auditor's Office

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.

**Boone County Joint Communications
 Estimated Project Costs
 Relocation to new KOMU tower
 updated 2/3/23 for budget amendment**

Description	2022 Budget	Encumbered as of 12/31/22	2022 Paid	budget acct for 2023 amend	2023 budget amend
Project					
Engineering Services	\$ 3,500.00		\$ 7,500.00		\$ -
Shelter					
Shelter structure, new	\$ 112,798.00	\$ 112,798.00			\$ -
Offload Crane Rental	\$ 6,000.00			91900	\$ 7,000.00
Racks, hardware, wiring, cables	\$ 10,000.00		\$ 1,835.49	91900	\$ 9,000.00
Grounding	\$ 5,000.00			91900	\$ 6,000.00
Civil Work				91900	\$ 35,000.00
Grading, prep, cleanup	\$ 15,000.00				
Shelter Pad					
Conduit trenching					
Grounding trenching					
UPS and Microwave Batteries	\$ 2,500.00			91300	\$ 6,000.00
UPS					
UPS Bypass switch	\$ 1,295.00				
Radio Equipment					
Multiplex					
Microwave radios					
Antennas and Feedlines				92300	\$ 73,881.00
800 MHz antennas	\$ 7,200.00				
Mounting brackets and ice shields	\$ 3,600.00				
1-5/8" feedline w/ connectors, clamps	\$ 5,500.00				
7/8" feedline w/ connectors, clamps	\$ 2,500.00				
VHF antenna	\$ 2,800.00				
Mounting bracket and ice shield	\$ 1,800.00				
7/8" feedline w/connectors, clamps	\$ 2,500.00				
Microwave antennas	\$ 4,800.00				
Microwave feedlines, connectors, hangers	\$ 16,000.00				
Tower Crew/Installation	\$ 24,000.00				
800 MHz			\$ 20,985.64		
Transmit Combiner & Filter					
8-channel transmitter combiner	\$ 12,646.08				
Xmit filter	\$ 575.08				
Receiver Multicoupler & TTA					
Tower Top Amplifier	\$ 3,456.00				
Amplifier/Splitter	\$ 2,376.00				
Preselector filter	\$ 716.00				
Contingency - 2022 budget	\$ 53,437.84				
Contingency - 2023 budget Mach & Equip				91300	\$ 6,000.00
Contingency - 2023 budget Untagged equip				23850	\$ 7,500.00
Contingency - 2023 budget Services				71100	\$ 7,500.00
Total	\$ 300,000.00	\$ 112,798.00	\$ 30,321.13		\$ 156,881.00

budget2022 \$ 300,000.00
 forward to 2023 \$ 166,880.87

Fund Statement - 911/Emergency Management Sales Tax 270 (Major Fund)

	2021 Actual	2022 Budget	2022 Estimated	2023 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	12,598,746	12,160,000	13,481,000	13,750,000
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	174,500	155,730	172,923	146,848
Charges for Services	298	750	100	350
Fines and Forfeitures	-	-	-	-
Interest	(222,409)	340,000	245,741	245,000
Hospital Lease	-	-	-	-
Other	12,416	18,250	50,182	17,250
Total Revenues	12,563,551	12,674,730	13,949,946	14,159,448
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	4,862	-
Total Other Financing Sources	-	-	4,862	-
Fund Balance Used for Operations	-	3,718,712	-	15,672,045
TOTAL FINANCIAL SOURCES	\$ 12,563,551	16,393,442	13,954,808	29,831,493
FINANCIAL USES:				
Expenditures				
Personal Services	\$ 4,049,004	6,130,635	4,157,071	6,718,331
Materials & Supplies	205,646	289,694	260,207	645,177
Dues Travel & Training	84,092	171,230	114,284	272,161
Utilities	389,069	464,361	418,165	509,970
Vehicle Expense	10,028	22,033	16,835	28,340
Equip & Bldg Maintenance	328,661	434,868	402,945	597,955
Contractual Services	863,893	1,237,470	1,130,003	1,923,408
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	100,000	-	100,000
Other	602,370	1,408,651	827,480	7,604,391
Fixed Asset Additions	1,055,949	5,266,538	3,245,791	10,561,948
Total Expenditures	7,588,712	15,525,480	10,572,781	28,961,681
Other Financing Uses				
Transfer Out to other funds	872,737	867,962	867,962	869,812
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	872,737	867,962	867,962	869,812
TOTAL FINANCIAL USES	\$ 8,461,449	16,393,442	11,440,743	29,831,493
FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 26,539,188	30,257,409	30,257,409	31,952,220
Less encumbrances, beginning of year	(1,203,135)	(819,254)	(819,254)	-
Add encumbrances, end of year	819,254	-	-	-
Fund Balance Increase (Decrease) resulting from operations	4,102,102	(3,718,712)	2,514,065	(15,672,045)
FUND BALANCE (GAAP), end of year	30,257,409	25,719,443	31,952,220	16,280,175
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	(10,300,000)	(10,300,000)	(10,300,000)	(10,300,000)
NET FUND BALANCE, end of year	\$ 19,957,409	15,419,443	21,652,220	5,980,175
Net Fund Balance as a percent of expenditures	262.99%	99.32%	204.79%	20.65%

126 -2023

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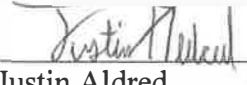
Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment for Department 2906 for Inmate Housing.

Done this 21st day of March 2023.

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, MISSOURI REQUEST FOR BUDGET AMENDMENT

12/31/22

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2906	72000	LEST Contract Inmate Housing	Out of Facility Inmate Housing		199,814
				-	199,814

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

To cover out of county housing for 2022

Auditors Office
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: Cover Inmate Housing

[Signature]
Auditor's Office

Agenda

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES
County Clerk schedule 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.
This Budget Amendment may not be approved prior to the Public Hearing.

Year	<u>2022</u>	Original Appropriation	<u>180,000.00</u>
Dept	<u>2906 LEST CONTRACT INMATE HOUSING</u>	Revisions	<u> </u>
Acct	<u>72000 OUT OF FACILITY INMATE HOUSING</u>	Original + Revisions	<u>180,000.00</u>
Fund	<u>290 LAW ENFORCEMENT SERVICES FUND</u>	Expenditures	<u>377,813.82</u>
		Encumbrances	<u> </u>
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>377,813.82</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>197,813.82-</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>199,813.82-</u>

Expenditures by Period

January	<u> </u>	July	<u>36,900.00</u>
February	<u> </u>	August	<u>105,152.05</u>
March	<u> </u>	September	<u>45,528.77</u>
April	<u> </u>	October	<u>39,319.00</u>
May	<u> </u>	November	<u>350.00</u>
June	<u> </u>	December	<u>150,564.00</u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

Boone County
Budget and Actual Expenses for Housing Inmates "Out of Facility"

Prepared by Auditor's Office
 Last Update 02/22/2023

General Fund (100) & LE Sales Tax (290) COMBINED

	Year	Budget	Revised Budget	Actual	% Change from PY	Change in Reserve Balance	Reserve Balance
Actual	2003	100,000	272,732	272,732		-	\$ -
Actual	2004	300,000	300,000	205,826	-25%	-	\$ -
Actual	2005	300,000	300,000	161,752	-21%	-	\$ -
Actual	2006	300,000	300,000	137,449	-15%	-	\$ -
Actual	2007	300,000	300,000	15,359	-89%	-	\$ -
Actual	2008	300,000	300,000	208,779	1259%	629,000	\$ 629,000
Actual	2009	300,000	300,000	145,672	-30%	-	\$ 629,000
Actual	2010	300,000	300,000	167,842	15%	132,000	\$ 761,000
Actual	2011	300,000	300,000	277,695	65%	22,300	\$ 783,300
Actual	2012	300,000	300,000	40,570	-85%	180,000	\$ 963,300
Actual	2013	300,000	300,000	159,933	294%	140,000	\$ 1,103,300
Actual	2014	300,000	300,000	199,370	25%	100,600	\$ 1,203,900
Actual	2015	300,000	300,000	208,096	4%	91,900	\$ 1,295,800
Actual	2016	300,000	383,906	502,164	141%	(110,000)	\$ 1,185,800
Actual	2017	300,000	347,000	333,430	-34%	(24,600)	\$ 1,161,200
Actual	2018	300,000	300,000	167,540	-50%	132,400	\$ 1,293,600
Actual	2019	300,000	300,000	335,061	100%	(26,000)	\$ 1,267,600
Actual	2020	300,000	300,000	272,003	-19%	28,000	\$ 1,295,600
Actual	2021	300,000	764,579	621,679	129%	142,900	\$ 1,438,500
Actual	2022	300,000	300,000	499,814	-20%	(199,814)	\$ 1,238,686
Projected	2023	300,000	300,000	513,749	3%	(213,749)	\$ 1,024,937
Projected	2024	300,000	300,000	530,101	3%	(230,101)	\$ 794,836

3% Estimate of Out of County Housing Increase

S:\AD\Financial Analysis\Jail-Corrections\Inmate Housing Costs[Budget vs Actual Expenses for Housing Inmates History.xlsx]OOC Housing Historical

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March Session of the January Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 21st day of March 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment for Department 1243 for the JPPA Grant.

Done this 21st day of March 2023.

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, MISSOURI REQUEST FOR BUDGET AMENDMENT

1/1/23

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1243	3451	COURT SERVICES GRANTS (JUVENILE)	STATE REIMB-GRANT/PROGRAM/OTHR		4,679
1243	71600	COURT SERVICES GRANTS (JUVENILE)	EQUIP LEASES & METER CHRG		4,679
9,358					

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

In reference to the Juvenile Justice Program Assistance Grant from OSCA for July 1, 2022-June 30,2023. Contract number OSCA 22-01423-10.

Cindy Sawyer
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: **ROLL JPA GRANT**

Agenda

JA [Signature]
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
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.

JJPA - 7/1/22-6/30/23

TOTAL GRAN		\$6,779.00	(HD)	(STATE REIM)	AMT SPENT/ AMT. BILLED	DATE BILLED	DATE REC'D	RECEIPT
			71600	3451				
			\$6,779.00	\$6,779.00				
2022	MAY	BI INC (BOONE) BI INC (CWY)	<u> </u> <u> </u>					
			\$0.00					
	JUNE	BI INC (BOONE) BI INC (CWY)	<u> </u> <u> </u>					
			\$0.00					
	JULY	BI INC (BOONE) BI INC (CWY)	\$ 155.10 \$9.90 <u> </u>					
			\$ 165.00				9/19/2022	22-3170
	AUG	BI INC (BOONE) BI INC (CWY)	\$303.60 \$29.70 <u> </u>					
			\$333.30				11/15/2022	22-3731
	SEP	BI INC (BOONE) BI INC (CWY)	\$465.30 \$0.00 <u> </u>					
			\$465.30				12/12/2022	22-4046
	OCT	BI INC (BOONE) BI INC (CWY)	\$254.10 \$19.80 <u> </u>					
			\$273.90				12/12/2022	22-4045
	NOV	BI INC (BOONE) BI INC (CWY)	\$363.00 \$59.50 <u> </u>					
			\$422.50				2/14/2023	23-500
	DEC	BI INC (BOONE) BI INC (CWY)	\$385.25 \$54.90 <u> </u>					
			\$440.15					
	TOTAL REMAINING		\$4,678.85					

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March Session of the January Adjourned

Term. 20 23

County of Boone

} ca.

In the County Commission of said county, on the

21st

day of

March

20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment for Department 1243 for the DRRF Grant.

Done this 21st day of March 2023.

ATTEST:

Brianna L. Lennon

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, MISSOURI REQUEST FOR BUDGET AMENDMENT

1/1/23
EFFECTIVE DATE

RECEIVED
JAN 3 8 2023
BOONE COUNTY
AUDITOR

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1243	3451	COURT SERVICES GRANTS(JUVENILE)	STATE REIMB-GRANT/PROGRAM/OTHR		6,538
1243	71101	COURT SERVICES GRANTS(JUVENILE)	PROFESSIONAL SERVICES		6,538

13,076

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

In reference to the Domestic Relations Resolution Fund from OSCA for July 1, 2022-June 30, 2023. Contract number OSCA 22-01422-13.

Cindy Barron
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: ROLL DRRF GRANT

Agenda

[Signature]
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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**STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
REQUEST FOR PROPOSAL**

RFP NO. OSCA 22-01422

TITLE: Domestic Relations Programs for Parents and Children

ISSUE DATE: January 3, 2022

CONTACT: Russell Rottmann

PHONE NO.: 573 522-6766

E-MAIL: osca.contracts@courts.mo.gov

RETURN PROPOSAL NO LATER THAN: 4:00 PM, February 1, 2022

Late submissions will not be accepted

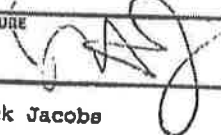
**Proposals may be submitted either electronically to
osca.contracts@courts.mo.gov or**

**(U.S. Mail)
Office of State Courts Administrator
P.O. Box 104480
Jefferson City, MO 65110 - 4480**


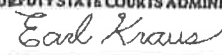
**(Courier Service)
Office of State Courts Administrator
2112 Industrial Dr.
Jefferson City, MO 65109**

CONTRACT PERIOD: July 1, 2022, THROUGH June 30, 2023

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE 		DATE January 25, 2022
PRINTED NAME J. Hasbrouck Jacobs		TITLE Presiding Judge
CIRCUIT/COUNTY 13th Circuit - Boone County		
MAILING ADDRESS 705 E. Walnut		
CITY, STATE, ZIP Columbia MO 65201		
CONTACT PERSON Angie Bezoni		TITLE DJO III, Supervisor
PHONE NO. (573) 886-4200		E-MAIL ADDRESS angie.bezoni@courts.mo.gov

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:		Supervised Access & Exchange
Requested: \$20,000.00	Approved: \$14,000.00	
CONTRACT NUMBER OSCA 22-01422-13	CONTRACT PERIOD July 1, 2022 through June 30, 2023	
CONTRACT SECTION 	DATE 07/05/2022	DEPUTY STATE COURTS ADMINISTRATOR 

**Domestic Relations Program for Parents and Children
Request for Proposal
Supervised Access and Exchange Program, "Contact for Kids: A Safe Way"
Budget Spending Plan & Narrative**

2.1 Continuation of Approved Program:

For fiscal year 2022, the 13th Judicial Circuit, Family Court requested \$20,000 in funding to continue our Supervised Visitation program. The Court received \$15,000, and has continued to provide supervised exchange services through a contract with Great Circle. The Court continues to require the non-custodial parent to pay a per diem based off his/her income. It should also be noted that the Court can find a person indigent, and not require them to pay a co-pay. Each non-custodial parent is allowed up to twelve hours of supervised visitation during the grant cycle.

During the current grant cycle from July 1 through January 21, twenty families have been referred to the program as a result of their involvement in domestic relations cases. Of those twenty cases, fifteen cases have received supervised visitation program services. Of the five cases which have not received services, two cases decided on alternative ways to start supervised visits, one case was dismissed, one case is waiting for visits to be scheduled, and one case still needs to provide additional information before they can begin the program. Most families that did participate in services successfully completed the services. Some families were recommended to continue with supervised visits, but they would have been responsible for finding funding for the continuation of visits. In one case, the visit supervisor recommended the parent receiving the visit participate in substance abuse treatment before completing the program.

The 13th Circuit's Family Court supervised visitation and exchange program was established in July of 2009. The program's need has continued throughout the years. So far this year, the program's popularity has continued. For the current grant year, we predicted we would serve thirty families, and we have already served fifteen families. While it is impossible to predict how much the program will be used, we do anticipate more referrals before the grant year ends.

As noted above, for fiscal year 2022 we requested \$20,000 and were awarded \$15,000. Through December 2021, \$6,670 has been billed for supervised visitation. The number of families served is relatively the same compared to the same time period last year, and we anticipate additional referrals being made. So far this grant year, families have received 115 direct service hours, which is a decrease of 31 compared to the same time period during the previous grant year. We can anticipate at least that many more hours will be billed for the remainder of the current grant year.

Quarter	Families Served	Hours
1	12	77
2	8	38

3*	10	120
4*	10	120
Total	40	355

*Estimates

If the current trend of referrals persists, depending on copays collected, the Court should have enough grant funds to cover the costs of supervised visits. Last year, because of increased referrals, the Court had to discontinue the program for a short period until a request for additional funding was approved.

Budget Spending Plan

Should our Court be awarded the full amount of \$20,000, we are confident referrals will continue to be made and we will continue the consistent level of service as shown over the last eleven years. We also will continue the practice that if a party falls below poverty level, the Court may waive an hourly per diem being paid by the non-custodial party. Great Circle also has informed us that they would continue to partner with the 13th Circuit to provide this service to families.

The following chart shows the expected budget spending plan for FY23, based on predictions of families served to date, and in past years. This budget plan includes continuing to contract with Great Circle to provide the supervision by a licensed therapist at \$58.00 per hour.

# of Families Predicted to be Served	# of Available Visitation hours per family	Cost per Visitation Hour	Total Funds needed to provide services	Requested funds through DRRF	Additional Funds needed outside of Grant to cover expenditures
30	12	\$58	\$20,880	\$20,000	\$880

As mentioned above, the total number of families projected to be served during FY23 reporting period is thirty, based on the number of families referred so far this year for the first and second quarter, and based on data from past years. This program has become extraordinarily popular, and we have continued to receive a high number of referrals. Currently reimbursement per hour for the therapist to provide supervised visits is \$58 per hour. If each family receives twelve hours of supervised visitation services and qualified for having no co-pay due to income levels, the maximum amount needed would be \$20,880; however, the remaining \$880 needed would likely be covered through co-pays. Currently \$6,670 has been spent to provide supervised visitation services. We have collected \$1106.50 in copays so far this year. We request \$20,000 in order to continue to support this program. It is hard, if not impossible, to determine how many referrals will be made for the rest of this year, and next year.

In an effort to continue assuming some of the responsibilities of the cost of this program, the Court will continue to work with Great Circle to have the non-custodial parent pay an

hourly per diem based on their income level. For those non-custodial parents who fall below the poverty level, the Court would continue to be allowed to waive a per diem fee, therefore allowing the grant to pay the full hourly rate. It should be noted that during the first six months of the 2021-2022 grant year, \$1,106.50 has been defrayed in costs due to collection of co-pays by the non-custodial parents. We have continued to stringently monitor the collection of co-pays by Great Circle to ensure maximum use of the funds provided for families.

Our Court, in collaboration with Great Circle, previously developed a sliding scale worksheet to determine the hourly rate the participant would be required to pay. This scale continues to provide for the fee to be waived if the participant's income is below poverty guidelines as provided by the U.S. Department of Health and Human Services. For families which would be required to pay an hourly per diem, the family will continue to sign an agreement to pay a pre-determined amount before each supervised visitation and should they not be able to pay their amount, the visitation would not occur. It will continue to be up to the contract agency to collect the amount due from the family based on the sliding scale fee and the Court will agree to pay the contract agency the remaining balance of the \$58.00 per hour through contractual services through the DRRF grant. So far this grant year, four families had their fee waived as they had no income being received that could be counted towards the sliding scale and all fell below the minimum income of \$8,000 per year. As mentioned above, co-pays for the non-custodial parents have continued to help defray costs for the program and we will continue to be stringent in monitoring that families pay the appropriate co-pay for their income level. At this time, no other funding sources have been identified, but we will continue to keep the program as low cost as possible to the Courts while maintaining a high level of quality and effectiveness.

Benefit of Funds for FY21

Fifteen families have participated in the Supervised Visitation Program from July 1, 2021 through December 31, 2021 in the 13th Circuit as a direct result of this grant. The children and visiting parents have been given an opportunity to build a lasting relationship which might not have occurred without this program. The visiting parent has learned valuable information such as how to better communicate and/or interact with their child/children through the assistance of the licensed therapist. The custodial parent has been provided the assurance their child/children are safe and well supervised with the therapist being present.

Surveys collected by Great Circle have been positive. Participants learned new parenting strategies and were able to establish or re-establish relationships with their children.

Family Court Commissioner Sara Miller said, "There are so many positive things to say about the supervised visitation program that works with some of the most difficult cases in the 13th Circuit Family Court to help parents and children form a bond or re-engage in a positive parent and child relationship while assuring the well-being of the children. Without the supervised visitation program, a positive outcome would not happen for

many of these families. The supervised visitation program uniquely serves these children and their parents and it benefits not only the families involved, but our community and Family Court as well.

Family Court Judge Leslie Schneider said, "The supervised visitation program is one of the more successful programs that the Thirteenth Judicial Circuit has. We have extreme success in reuniting children with parents, far exceeding any other similar program. The need exceeds the availability. Please continue funding this program. Thank you.

The program is well known among the Family Court Judge, Family Court Commissioner, guardians ad litem, and local attorneys, which further ensures families will continue to be referred to the program. Our Family Court Administrative Judge Leslie Schneider has given us approval to continue applying for this grant, as it is recognized as a needed resource for domestic Court cases involving children. There is currently a need for this program as it has allowed many Court domestic relations cases such as Ex-parte Child Orders of Protection, Ex-parte Adult Abuse, Dissolutions of Marriage, Paternity, and other Family Court cases to allow visitation between parents and caregivers in a safe, therapeutic environment and helps many cases to be resolved expeditiously and fairly.

CERTIFIED COPY OF ORDER

50 -2022

STATE OF MISSOURI



February Session of the January Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the

1st

day of February

20 22

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 grant application: Proposal for the Domestic Relations Program for Parents and Children, Contact for Kids: A Safe Way, submitted by the 13th Judicial Circuit Court, Family Court.

Done this 1st day of February 2022.

ATTEST:

Brianna L. Lennon

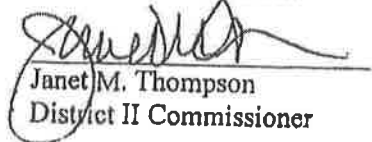
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

129 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 21st day of March 20 23

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 Purchase of Services between Boone County and Columbia School District 93.

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

Done this 21st day of March 2023.

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



AGREEMENT FOR PURCHASE OF SERVICES
Strategic Innovation Opportunity
Boone County Nature School

THIS AGREEMENT dated the 21st day of March, 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children’s Services Board, herein “**BCCSB**” and **Columbia School District 93**, a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **CPS**.

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

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

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

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

FUNDING ALLOCATION FOR SERVICES RENDERED BY CPS

CPS is expected to the greatest extent possible to maximize funding from all other sources. CPS shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. CPS shall only request reimbursement for services not reimbursable by any other source. CPS shall not invoice the Children’s Services Fund for units of service invoiced to another funding source. CPS shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

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

2. **Contract Documents.** This agreement shall consist of the application for **Boone County Nature School**, written clarification correspondence, and the Agreement Form in the Apricot System. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Purchase.** The BCCSB agrees to purchase from CPS and CPS agrees to furnish the **Boone County Nature School** for children and youth nineteen years of age or less and their families, as described and in compliance with the Strategic Innovation Opportunity Proposal Application and as presented in CPS's response. Services/deliverables shall be provided as outlined in the attached proposal response(s). The total allowable compensation under this agreement shall not exceed **\$66,668.00** unless compensation for specific identified additional services is authorized and approved by BCCSB in writing in advance of rendition of such services for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the date of contract execution and extend through December 31, 2023 subject to the provisions for termination specified below.

This contract may at the sole discretion of the BCCSB and with the agreement of CPS be renewed for **two additional one-year periods**. CSS agrees and understands that the County may require supplemental information to be submitted by CPS prior to any renewal of this agreement.

5. **Billing and Payment.** For the Purchase of Service Contract, the unit rate for services is the mutually agreed upon unit rate as provided in the table below.

Service Description	Unit Measurement	Unit Rate	Proposed # of Units	Total Amount Requested
Academic Enrichment	1 hour	\$47.62	1400	\$66,668.00

All billing shall be invoiced to BCCSB monthly by the 10th of the month following the month for which services were provided. The BCCSB agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing dispute, the BCCSB reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of CPS, the BCCSB agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The BCCSB shall utilize the Strategic Innovation Opportunity Application, written clarification correspondence, and the Agreement Form in Apricot as submitted by CPS to monitor service delivery and program expenditures. CPS agrees to submit to the BCCSB an Interim Report for the period of the date of contract execution through June 30, 2023, and a Year End Report for the period January 1, 2023 through December 31, 2023. Variations on this date may be requested by CPS and, if so stipulated, are noted on this contract document. Payments may be withheld from CPS if reports designated here are not submitted on time, until such time as the reports are filed and approved. Reporting requirements will include but are not limited to information regarding agencies' outcomes and indicators, client demographic information, and other information and data deemed appropriate by the BCCSB. CPS agrees to submit its reports through the Apricot by Social Solutions funding management system or another format if requested.

8. **Audits.** CPS also agrees to make available to the BCCSB a copy of its annual audit within six months after the close of CPS's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the BCCSB requires that the management report of any audit as it relates to BCCSB program activities be made available to BCCSB as part of the required audit. Payment may be withheld from CPS, if reports designated here are not made available upon request. Audits shall be uploaded to the Organization Profile in the Apricot System and continually kept up to date.

9. **Monitoring.** CPS agrees to permit the BCCSB, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the BCCSB to monitor, survey and inspect CPS's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, CPS hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the BCCSB or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CSF funds and all other matters set forth in the contract.

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

OTHER TERMS OF THIS CONTRACT

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

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

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

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

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

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

17. **Employment of Unauthorized Aliens Prohibited.** CPS 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. CPS shall require each subcontractor to affirmatively state in its Agreement with the CPS 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 CPS a sworn affidavit under the penalty of perjury

attesting to the fact that the subcontractor's employees are lawfully present in the United States.

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

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

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

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

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

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

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

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

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

22. Boone County Insurance Requirements: The CPS 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: CPS 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, CPS 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 CPS.

Worker's Compensation: Worker's Compensation coverage shall meet Missouri statutory limits.

Comprehensive General Liability Insurance: CPS 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 - CPS 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.

CPS 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 CPS 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.

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

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

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

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

23. **Indemnification.** To the extent permitted under Missouri law, CPS agrees to hold harmless, defend and indemnify the BCCSB, the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of **Columbia School District 93** (meaning anyone, including but not limited to consultants having a contract with CPS or subcontractor for part of the services), or anyone directly or indirectly employed by CPS, or of anyone for whose acts CPS may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its negligence.

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

24. **Publicity by the Organization.** CPS shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. CPS will acknowledge the BCCSB as a funding source whenever publicizing CSF funded programs. CPS

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

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

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

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

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

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

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

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

Columbia School District 93
Heather McArthur
1818 W Worley St
Columbia, MO 65203

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

Columbia School District 93

Boone County, Missouri

By: Boone County Commission

DocuSigned by:
Heather McArthur
8236B294AB7A40F
By: _____
Signature

DocuSigned by:
Kip Kendrick
57400BED98434D4
By: _____
Kip Kendrick, Presiding Commissioner

By: _____
Heather McArthur
Printed Name/Title

Brianna L. Lennon
Brianna L. Lennon, Boone County Clerk

APPROVED AS TO FORM:

By: Boone County Children's Services Board

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

DocuSigned by:
Les Wagner
C1245EE42CC84CC
By: _____
Les Wagner, Board Chair

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

DocuSigned by:
Kyle Rieman
by *J*
8C24BD84EE7A483
Signature _____ Date 2/2/2023 Appropriation Account (2161/71106/\$66,668.00)

130 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 23

County of Boone

} ca.

In the County Commission of said county, on the

21st

day of

March

20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Commission Chambers by Parley P. Pratt Freedom Run on July 4, 2023 from 6:00am until 10:30am.

The Commission's approval of the use of the interior of the Government Center, specifically the Commission Chambers, is conditioned upon that inside use being consistent with the then-applicable building use policies set forth by the Commission in light of the COVID-19 pandemic and local health orders.

Done this 21st day of March 2023.

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 Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Parley P Pratt Freedom Run

Address: 1901 Bluff Pointe Drive

City: Columbia State: MO ZIP Code 65201

Phone: 573-228-0879 Website: PPPFreedomRun.com

Individual Requesting Use: Newell Kitchen Position in Organization: Director

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic (restrooms only)

Event: Parley P Pratt Freedom Run

Description of Use (ex. Speaker, meeting, reception): use of government building restrooms

Date(s) of Use: July 4, 2023

Start Time of Setup: 6am AM/PM Start Time of Event: 7am

End Time of Event: 10am AM/PM End Time of Cleanup: 10:30am

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

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

Organization Representative/Title: Newell Kitchen, Director

Phone Number: 573-220-0879 Date of Application: 3/14/2023

Email Address: Kitchenr@gmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymmo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

BOONE COUNTY, MISSOURI

County Clerk
DATE: 3/21/2023

County Commissioner