

429-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 23

In the County Commission of said county, on the 28th day of September 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 request from Community Services to apply for the Missouri Foundation for Health Grant.


Done this 28th day of September 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

2024 Opportunity Fund Request for Concept Paper - Round 1

Organization and Contacts

After completing the application and attaching required documents, applicants must choose **SUBMIT** on the bottom of the Review My Application page or the application will not be received by MFH.

*Please be sure to save your progress if you need to leave the application. All information will be lost if you do not click the **SAVE & FINISH LATER** button on the page.*

Applicant Organization Information

Organization Name

Boone County Community Services Department

Legal Name

(as stated on the IRS tax determination letter)

County of Boone

Tax ID

43-6000349

Address

605 E. Walnut St. Ste. A

City

Columbia

State

MO

Zip code + 4 digits

Use the USPS Zip Code Lookup to find the 4-digit zip code

65201-4460

Primary Phone

573-886-4298

Primary Fax

Website

<https://www.showmeboone.com/community-services>

Organization County Location

Year of Incorporation

-Boone

1821

Annual Expenses

(Expenses reported on most recent audit or IRS Form 990)

82934822

Please confirm the organization is in good standing as a Nonprofit Corporation with Missouri Secretary of State

Applicants must be registered to conduct business and in good standing with the state of Missouri. If using a fiscal sponsor, the fiscal sponsor organization must be registered and in good standing with the State of Missouri.

Check the Missouri Secretary of State website to search for your organization

Yes

Check box if a fiscal sponsor is being used

If so, complete Fiscal Sponsor information at the bottom of this page

No

Organization Primary Contact

Prefix	First Name	Last Name
Ms.	Joanne	Nelson

Title

Director - Boone County Community Services Department

Phone

573-886-7219

E-mail

jnelson@boonecountymo.org

Application Primary Contact (individual who will receive correspondence related to this application)

Same as Organization Primary Contact

Yes

Prefix	First Name	Last Name
<None>	Joanne	Nelson

Title

Director - Boone County Community Services Department

Phone
573-886-7219

E-mail
jnelson@boonecountymo.org

Fiscal Sponsor Organization Information (if applicable)

Legal Name
(as stated on the IRS tax determination letter)

Tax ID

Address City State

Zip code

Phone

Website

Primary Contact Full Name Primary Contact Title

Primary Contact Phone

Primary Contact Email

Authorized Signatory Full Name (if application is approved)

Authorized Signatory Title

Non-Discrimination Policy

As part of the process, applicants are required to affirm that the organization(s) does not/will not discriminate on the basis of race, color, sex, religion, national origin, age, disability, sexual orientation, gender identity or veteran status either in its employment practices or in its policies and procedures concerning access to services.

By checking this box, I affirm the organization does not/will not discriminate as stated above.

No

Full Name

Joanne Nelson

Title

Director, Boone County Community Services Dept.

Date of Non-Discrimination Affirmation

9/27/2023

Project Information

Review the Request for Concept Paper (RCP) using "Download RCP" link in the right-hand corner above.

After completing the application and attaching required documents, applicants must choose **SUBMIT** on the bottom of the Review My Application page or the concept paper will not be received by MFH.

Missouri Foundation for Health (MFH) invites organizations to submit concept papers for systems change projects that will positively impact the health of Missourians. We are interested in community-driven work that challenges and disrupts inequitable systems.

Project Title

(15 words or fewer)

Exploring Health and Justice Coordination in Boone County

Project Duration

(In whole months)

24

Total Request Amount

218546.20

Total Project Budget

231246.20

Provide a brief synopsis of the project

(50 words or fewer)

This project seeks to address the disparities in health outcomes for individuals intersecting in the health and justice systems in Boone County, Missouri by examining and supporting improvements to the collaborative system relationships in the health and justice sectors.

Organization County Location

(if out of service area, search under Out)

-Boone

Geographical area the project will serve in the MFH Service Region .

(select up to 10)

Boone (Central Region)

Required Attachments

Attach the following documents as described in the Concept Paper Requirements section of the application.

Application Acknowledgement / One-Page Acknowledgement Form

Download the Acknowledgement Form, complete form and attach using the Choose File button below and then the Upload button.

MFH-Grant-Acknowledgement.doc

Concept Paper Narrative

Concept Paper Narrative.docx

Concept Budget

Download and complete the Concept Paper Budget Form.

Opportunity-Fund-Concept-Paper-Budget.xlsx

Most recent audit report or IRS Form 990 or 990-EZ tax return for the applicant organization.

Boone County 2022 Annual Comprehensive Financial Report.pdf

If the applicant organization does not have an annual audit report or IRS Form 990 or 990-EZ, please provide one of the following:

- Financial statements (income statement and balance sheet) for the most recent annual accounting period and current year compiled by an external accounting firm or prepared by the applicant organization and reviewed and approved by the applicant organization's governing body

Conflict of Interest Disclosure (COI)

Download the Conflict of Interest Disclosure Form, complete form and attach using the Choose File button below and then the Upload button. (You must use MFH's COI Form)

[MFH-COI-Disclosure-Grant.pdf](#)

Explanation of need for fiscal sponsor (if applicable). This statement is separate from the concept paper narrative.

[Click here](#), for more information on fiscal sponsorship.

APPLICATION ACKNOWLEDGEMENT AND NON-DISCRIMINATION AFFIRMATION

Missouri Foundation for Health (Foundation) requires this form be completed and attached to the application.

Applicants are required to affirm that the organization(s) does not/will not discriminate on the basis of race, color, sex, religion, national origin, age, disability, sexual orientation, gender identity or veteran status either in its employment practices or in its policies and procedures concerning access to services.

Complete and sign this form to affirm the organization(s) does not/will not discriminate as stated above and to indicate your acknowledgment of the application being submitted to the Foundation.

Applicant Organization: County of Boone, Missouri

Fiscal Sponsor Organization: _____
(if different from applicant organization)

Project Title: Exploring Health and Justice Coordination in Boone County

Applicant Organization:

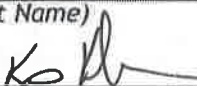
Name and title of applicant organization's Authorized Signatory for award agreement (if approved):

Joanne Nelson Director jnelson@boonecountymo.org
(Print Name) *(Title)* *(email address)*

Name, title, and email address of the individual authorized to receive email notification when disbursements are made (if project is approved):

Joanne Nelson Director jnelson@boonecountymo.org
(Print Name) *(Title)* *(email address)*

Acknowledged by applicant organization's President/CEO or Executive Director:

Kip Kendrick Presiding Commissioner
(Print Name) *(Title)*
 9/28/2023
(Signature) *(Date)*

Fiscal Sponsor Organization (if different from applicant organization):

Name and title of fiscal sponsor organization's Authorized Signatory for award agreement (if approved):

(Print Name) *(Title)* *(email address)*

Name, title, and email address of the individual authorized to receive email notification when disbursements are made (if project is approved):

(Print Name) *(Title)* *(email address)*

Acknowledged by fiscal agent organization's President/CEO or Executive Director:

(Print Name) *(Title)*

(Signature) *(Date)*

Exploring Health and Justice Coordination in Boone County

Introduction:

With the overall goal of improving the experiences and outcomes of individuals who interact with the health and justice systems, the proposed project seeks to explore and improve the current landscape of health and justice system collaboration in Boone County, Missouri. The project intentionally takes an exploration approach as we seek to formalize a structure which supports improved cross sector communication to improve outcomes for individuals intersecting justice and health systems in Boone County. Our aim is to find something tailored to the needs of the community which is informed by existing and emerging best practices.

A higher prevalence of disparities exists for individuals in jail or prison when looking at race, ethnicity, gender, education level, or existing health conditions while additional challenges and negative health impacts occur for individuals experiencing incarceration along with their families.¹ The proposed project plans to be a collaborative effort with cross sector involvement in reimagining how these systems can be transformed to serve individuals in our community better. Data will be tracked at various levels to examine changes at a system level while assessing how improved coordination may advance well-being at an individual level and promote greater health equity.

Why?

The mission of the Boone County Community Services Department is to support the greatest possible level of independence and self-sufficiency of Boone County residents by promoting their physical, mental, and social well-being to cultivate a safe and healthy community. The department was originally created following the passage of a local Children's Service sales tax and has expanded from not only overseeing the disbursement of these funds but also support a thriving Boone County in other capacities. Through work in the community, elected officials who serve as the Boone County Commission governing body and department staff encounter personal and professional stories of how our health and justice systems have both worked well and continues to have opportunities for improvement. Our local government seeks to be a catalyst in achieving greater collaboration.

This project acknowledges improving how our systems work together can lead to innovative ways to implement appropriate and sustainable approaches to challenging issues. Dedicating time to this project provides the potential to evaluate how the parts of these systems work and find opportunities to work together in new ways to realize impact on the whole community at a time with growing interest in allowing time and space for potentially challenging conversations in exploring root causes leading to status quo at the local level.

How?

This project will encompass a two year segment of a longer process to build out areas where health and justice systems working together differently can facilitate better outcomes for individuals interacting with these systems. This will take on a phased approach to build on existing knowledge and information generated in cooperation with local stakeholders. The project will continue to bring together local stakeholders, including those with the closest ties to the health and justice systems in our community along with broader community involvement. Our department will be positioned to engage in respectful dialogues to synthesize information about current systems while envisioning what different aspects of the ideal system might look like, including data collection and sharing agreements and how to work across organizations.

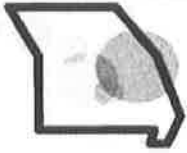
The project is being proposed as a two year endeavor to intentionally design and implement a redesigned way of locally implementing health and justice system coordination, including a pilot period to allow time for the establishment of mechanisms to sustain these efforts following the project conclusion. One approach used in other communities which will be explored is using a coordinated board of leaders which meet regularly to “coordinate systemic responses to justice problems”, often described as a Criminal Justice Coordinating Council.² While this is one approach, this project is designed to solicit community input to work together in creating solutions which reflect local circumstances which focus on the goal of improving the health and wellbeing of the residents of Boone County.

With whom?

Connections with existing and new key stakeholders in the health and justice sectors with the ability to make decisions about changes at the systems level will be strengthened prior to this project start to maintain and build their commitment and involvement in a new way. Prior to this project beginning more steps will be taken to discuss and develop a memorandum of understanding. Broader community input will also be instrumental, including community members with lived experience in these systems.

1. US Department of Health and Human Services Office of Disease Prevention and Health Promotion. (n.d.). *Social Determinants of Health Literature Summaries – Incarceration*. Retrieved September 25, 2023, from <https://health.gov/healthypeople/priority-areas/social-determinants-health/literature-summaries/incarceration>.

2. Walsh, Nastassia. “Resources on Criminal Justice Coordinating Councils (CJCCS). July 28, 2015, <https://www.naco.org/blog/resources-criminal-justice-coordinating-councils-cjccs>.



Missouri Foundation
for Health

budget for change

Opportunity Fund Concept Paper Budget

Applicant Organization: County of Boone, Missouri

Fiscal Agent/Sponsor, if applicable:

Project Title: Exploring Health and Justice Coordination in Boone County

<u>Expense Type</u>	<u>Description of Expense</u> <i>Provide a brief description</i>	<u>Total Estimated** Expense</u>
Staff Compensation (salary and benefits and payroll taxes)	Funding would include salary, benefits, and payroll taxes for an additional full time staff member dedicated to this project along with partial partial salary, benefits, and payroll taxes for two current Boone County Community Services Department staff.	\$170,568.00
Contracted Services/ Other Compensation	Funding would include costs for content experts to provide additional expertise and support to translate existing practices and resources to local coordination in areas such as system mapping and data sharing. Gift cards may be offered as a thank you for community input.	\$17,000.00
Equipment	No equipment expense is anticipated from this funding source with Boone County providing equipment in-kind.	\$0.00
Travel	Funding would be utilized for mileage costs following Boone County rate guidelines.	\$393.00
Other Direct Expense	Funding would be utilized to bring together local stakeholders and community members in structured interactive meetings and the costs associated with these meetings for two years.	\$5,000.00
Indirect Expense*	Funding would cover indirect costs from the auditor's office, purchasing department, human resources, information technology, and other Boone County departments involved in supporting the project not to exceed the established maximum rate.	\$25,585.20
TOTAL REQUEST AMOUNT		\$218,546.20

*The Foundation will consider indirect expenses up to a maximum of 15% of total compensation expense only (total compensation includes salary and benefits and payroll taxes expense).

** Total should include expenses for the duration of the project.

A detailed budget will be required if a full proposal is requested

- iii. Will the organization use MFH funds to pay any other organization owned 35% or more by the *affiliated*¹ individual(s)?
Choose one from the drop-down

Foundation staff may follow up if further information is needed.

For questions related to MFH's Conflicts of Interest Policy, contact Deena Lauver Scotti, Director of Grants Management, at dlauverscott@mffh.org or (314) 345-5556.

¹ An affiliated individual is a board member, trustee, officer, employee, or paid consultant of the organization, or has an unofficial role such as significant donor, volunteer, advocate, or adviser.

² Family member is defined as a spouse or domestic partner, parent or parent-in-law, sibling or sibling-in-law, child or child-in-law, stepchild, grandparent or grandparent-in-law, grandchild or grandchild-in-law, or great-grandchild or great-grandchild-in-law

430 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 23

In the County Commission of said county, on the 28th day of September 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 Range for position number 865, Records Custodian, and does hereby authorize an appropriation of \$21.00 per hour for the salary of said position.

Done this 28th day of September 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

431-2023

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STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 23

In the County Commission of said county, on the 28th day of September 20 23

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

Now on this day, the County Commission of the County of Boone does hereby accept the recommendation of the Personnel Advisory Committee to modify Boone County Personnel Policies 1.11 Six-Month Probationary Period, 1.14 Employment Separation, and 2.4 Vacation Leave as written in the attached draft policies.

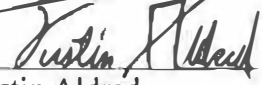
Done this 28th day of September 2023.

ATTEST:

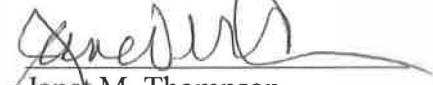

Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick

Presiding Commissioner


Justin Aldred

District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Human Resources & Risk Management

Angela Wehmeyer
Director, Human Resources
and Risk Management



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4405
Fax: (573) 886-4444

September 28, 2023

Recommendations from Personnel Advisory Committee

The Personnel Advisory Committee met on February 24, 2023 and tasked the Director of Human Resources & Risk Management to draft changes to the relevant Boone County personnel policies to allow for all Boone County employees, regardless of probationary status, to use their accrued vacation leave. A draft policy was communicated by email to PAC members on September 8, 2023 and put to a vote through an online survey. The vote passed by a unanimous vote of a majority of PAC members on September 13, 2023. The Committee agreed to bring forward the attached modifications to Boone County Policies 1.11 Six-Month Probationary Period, 1.14 Employment Separation, and 2.4 Vacation Leave for Commission approval.

1.11 Six-Month Probationary Period

A probationary period of six (6) months will follow initial employment. This time should be regarded as an integral part of the employment process and utilized for observing the employee's work, ensuring the ability to perform the duties as assigned, and replacing any employee whose performance does not meet the required standards. At the option of the Administrative Authority, the probationary period may be extended by written notice to the employee for not longer than a total probationary period of twelve (12) months.

County employees may accrue and use both sick and vacation leave during their probationary period in accordance with policies **2.4 Vacation Leave** and **2.6 Sick Leave** in this manual.

Employees serving a probationary period are ineligible to receive merit increases. However, upon successful completion of the probationary period, the Administrative Authority may award, in one lump sum, the merit money assigned to that position which accumulated during the probationary period (in the current fiscal year only), if available. The new rate of pay will be effective on the date of the award, not the date of hire.

(Revised: Aug 2023)

1.14 Employment Separation

An employee resigning from County employment shall present a written resignation to the Administrative Authority prior to the disbursement of last compensation. Employees are encouraged to provide as much notice as possible and to follow these guidelines:

1. Non-Exempt (Hourly Paid) Employee - 2 Weeks
2. Exempt (Salary Paid) Employee - 2 Weeks
3. Supervisory/Management Employee - 4 Weeks

The examples listed below are some of the most common circumstances under which employment is terminated:

1. **Resignation:** Voluntary employment termination initiated by an employee.
2. **Dismissal:** Involuntary termination of employment initiated by the County.
3. **Retirement:** Voluntary employment termination initiated by an employee who meets age, length of service, and any other criteria for retirement from the County.
4. **Layoff:** Involuntary employment termination by the County.

Since employment with Boone County is based upon mutual consent, both the employee and the County have the right to terminate employment at will, with or without cause, at any time. Any accrued, vested benefits that are due and payable at termination required by law will be paid. County employees who accrue vacation leave during their six-month initial probationary period shall be subject to the requirements of this section and policy **2.4 Vacation Leave**. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance. (For further explanation, refer to the [Employee Benefits Section, Benefits Continuation - COBRA](#)).

Employees are encouraged to remain in contact with the County to maintain a permanent mailing address for future benefits.

Final Check: The official date of termination shall be the date of the employee's last day in attendance at work. Provided the policies in this section have been adhered to, payments due the employee, including eligible leave benefits, shall be made as follows:

1. Wages due and payable at the time of termination will be paid on the next regular payday unless an employee submits a written request to the Administrative Authority for payment to be made within seven (7) days.
2. The Administrative Authority assisted by the Payroll Office will investigate any disputed compensation amounts.

Lump Sum Payment of Accrued Vacation Leave: All benefited employees who have successfully completed their six-month initial probationary period and resign or otherwise separate from employment and comply with the provisions of these policies shall be eligible for a lump sum payment for unused vacation leave (up to three times the employee's annual accrual amount). Payment will be made according to the provisions described above. Employees who resign or otherwise separate from employment during the six-month initial probationary period are not eligible for a lump sum payment of accrued vacation leave. Eligible employees who resign or otherwise separate from employment without complying with the provisions of these policies may be denied lump sum payment for unused vacation leave. Employees retiring at the end of the County's fiscal year (i.e., December 31st), please refer to **policy 2.4 Vacation Leave** for further information.

(Revised: Aug 2023)

2.4 Vacation Leave

Vacation leave should be scheduled and approved in advance according to policy established by the Administrative Authority. Benefited full time employees accrue vacation leave according to length of employment, as follows:

Years of Service	Accrued Vacation Days Per Year	Accrued Rate Per Pay Period
0 - 1 year	10 days	3.08 hours
1 - 2 years	11 days	3.38 hours
2 - 3 years	12 days	3.69 hours
3 - 4 years	13 days	4.00 hours
4 - 5 years	14 days	4.31 hours
5 - 10 years	15 days	4.62 hours
10 + years	20 days	6.15 hours

Temporary employees are non-benefited and therefore do not accrue vacation leave. However, if a temporary employee moves to a benefited position without interruption of service, he/she will be credited with vacation leave from the date of initial employment.

Benefited employees with less than 80 compensatory hours for any bi-weekly pay period receive a pro-rated vacation accrual.

Eligible employees as defined in **Section 1.14 Separation** who resign or otherwise separate from the County shall be entitled to receive reimbursement for the amount of accrued vacation leave which does not exceed the maximum allowable accumulation. The maximum allowable accumulation (cap) is equal to three times their annual accrual rate.

Prior to January 1, 2009, employees may convert any existing balance of their vacation leave over the cap to sick leave. Thereafter, on an annual basis*, any balance over the cap of the maximum vacation leave accumulation will be converted to the employee's sick leave balance. Once a conversion becomes effective, it cannot be changed.

***After January 1, 2009**, excess vacation hours over three times cap automatically converts into sick leave on the employee's anniversary date.

Lump Sum Payment of Accrued Vacation for Employees Retiring at the end of the County's fiscal year: All eligible benefited employees as defined in policy **1.14 Separation** who retire at the end of the county's fiscal year shall be eligible for a lump sum payment for unused vacation leave. An employee who is retiring at the end of the county's fiscal year can submit a written request to their Administrative Authority for a special check to be paid and dated in the current year. The Administrative Authority forwards the request to the Payroll Office for the lump sum payment.

No employee may have a negative vacation balance.

Paid sick and vacation leave or a County disability plan may be used to supplement any payments an employee is eligible to receive from worker's compensation insurance. The combination of worker's compensation payments, disability plan payments, and paid sick and vacation leave cannot exceed the employee's normal weekly earnings.

(Revised: Aug 2023)

433 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

September Session of the July Adjourned

Term. 20 23

In the County Commission of said county, on the 28th day of September 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 Extension Agreement No. 3 for the \$70,512.00 Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc for Perche Ridge Plat 1.


Terms of the Agreement are stipulated in the attached and the Presiding Commissioner is hereby authorized to sign the same.


Done this 28th day of September 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

EXTENSION AGREEMENT NO. 3

\$70,512.00 IRREVOCABLE LETTER OF CREDIT – PERCHE RIDGE PLAT NO. 1

THIS AGREEMENT, effective **October 22, 2023**, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and **Fred Overton Development, Inc.**, herein “Developer.”

WHEREAS, Developer is constructing a **residential subdivision, Perche Ridge Plat No. 1**, herein “Project”; and

WHEREAS, **Central Bank of Boone County**, herein “Bank”, has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **October 22, 2020**, in the amount of **\$70,512.00**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **October 22, 2023**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **October 22, 2024**.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. Commission Order #500-2020 and the Permanent Stormwater Management BMP Security Agreement dated **October 29, 2020**, approving infrastructure security in the form of a letter of credit in the amount of **\$70,512.00**, with an expiration date of **October 22, 2021**, is attached hereto and incorporated herein by reference.
2. Commission Order #361-2021 and the Extension Agreement dated **August 31, 2021**, approving extension of the Letter of Credit to **October 22, 2022**, is attached hereto and incorporated herein by reference.
3. Commission Order #494-2022 and the Extension Agreement No. 2 dated **October 11, 2022**, approving extension of the Letter of Credit to **October 22, 2023**, is attached hereto and incorporated herein by reference.
4. The parties mutually agree to extend the **October 22, 2020** Letter of Credit such that the new expiration date will be **October 22, 2024**.
5. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **October 29, 2020**, and attachments thereto shall remain unchanged and in full effect.
6. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

BANK:

Central Bank of Boone County

By: 

Printed Name: Jaime Palmer

Title: Vice President, Commercial Banking

DEVELOPER/OWNER:

Fred Overton Development, Inc.

By: 

Printed Name: Fred Overton

Title: owner / Pres

BOONE COUNTY:

County Commission:

By: 
Kip Kendrick, Presiding Commissioner

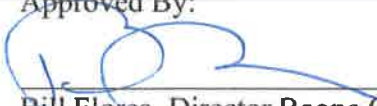
Attest:


Brianna L. Lennon, County Clerk

County Treasurer:


Jenna Redel, County Treasurer

Approved By:


Bill Florea, Director Boone County Resource Management

Approved as to legal form:


Charles J. Dykhouse, County Counselor

433-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 23

In the County Commission of said county, on the 28th day of September 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 Budget Revision for Department 1360.

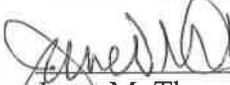
Done this 28th day of September 2023.

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 REVISION

9/20/23
EFFECTIVE DATE

RECEIVED
SEP 21 2023
BOONE COUNTY
AUDITOR

FOR AUDITORS USE

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

Dept	Account	Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1360	83160	GF RM Solid Waste	Recycling & Dump Fees	6,000	
1360	92300	GF RM Solid Waste	Replcment Mach & Equip		6,000
				6,000	6,000

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

Needed to cover the quoted cost of 2 recycling containers and the freight fee. No other budgetary impact for the remainder of the this year or future years.


Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES or NO
If not, please explain (use an attachment if necessary):


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments:

Agenda


Auditor's Office


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER



Gregory Container Inc.

1385 Industrial Drive
Kahoka, MO 63445

Office: (660)-727-1350 Fax: (660) 727-1352

TO:

Boone County Resource

Management

801 E Walnut RM 315

Columbia, MO 65201

Phone: 573-886-4480

Quote Date:

09/20/23

Salesman:

**TIANNA
WESTERCAMP**

Inquiry Date:

Quote #:

M01652

Quotation

ESTIMATED SHIPPING DATE	SHIPPED VIA	F.O.B.	TERMS	
11/08/2023	Gregory Container		Cash on Delivery	
QUANTITY	DESCRIPTION	PRICE		AMOUNT
2	30YD RECT. ROLL OFF 22', CABLE, SLANT FRONT, HOLD DOWNS OUTSIDE WITH INSTALLATION, STANDARD MAIN RAILS, STANDARD TOP RAIL, STANDARD SIDEWALL, SLAMLOCK, 1 COLOR, FLAT TOP WITH 4 SLIDING 30 X 30 DOORS WITH 1 DIMDER, 30YD INTERIOR SWING DOOR - SINGLE, WHITE, INDUSTRIAL	\$11,800.00		\$23,600.00
SALES QUOTE DOES NOT INCLUDE SALES TAX				
			SUB-TOTAL	\$23,600.00
			FREIGHT COST	\$0.00
			TOTAL	\$23,600.00

PREPARED BY: TIANNA WESTERCAMP

QUOTE VALID FOR 15 DAYS.

Quote \$23,600
Freight \$800
Total \$24,400
Budget (\$18,800)
Need \$5,600

Kelle Westcott

From: Tianna Westercamp <twestercamp@gregorydm.com>
Sent: Wednesday, September 20, 2023 1:51 PM
To: Kelle Westcott
Subject: RE: Quote

CAUTION: This email originated outside of boonecountymo.org. ONLY use links and attachments which are familiar.

Hi Kelle! Sorry I went to lunch after I got off the phone with you! The freight would be \$800.00!
Let me know if you need anything else!

Tianna Westercamp
Midwest Regional Account Manager



Gregory Container
1385 Industrial Drive
Kahoka, MO 63445
P-(660)727-1350
C-(319)316-2565
twestercamp@gregorydm.com
www.gregorycontainer.com

From: Kelle Westcott <KWestcott@boonecountymo.org>
Sent: Wednesday, September 20, 2023 12:40 PM
To: Tianna Westercamp <twestercamp@gregorydm.com>
Subject: RE: Quote

Hi Tianna,

Thank you for the quote! Would you be able to estimate what the freight charges would be?

Thank you,

Kelle Westcott
Budget Administrator
Resource Management
Phone: 573-886-4480
Fax: 573-886-4340
E-mail: kwestcott@boonecountymo.org

CERTIFIED COPY OF ORDER

434-2023

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 23

In the County Commission of said county, on the 28th day of September 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 Contract Amendment to Contract C000589 – Architectural and Engineering Services for New Vehicle Storage & Facility Improvements at Boone County Road & Bridge Facility with PWArchitects, Inc. for the addition of Professional Design Services for the Purchasing Department’s relocation to the Road & Bridge south facility.

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

Done this 28th day of September 2023.

ATTEST:



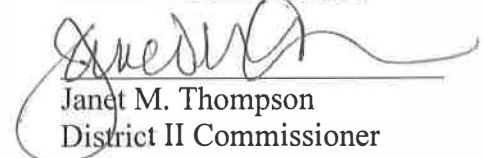
Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: September 12, 2023
RE: Amendment Number One – C000589 – *Architectural and Engineering Services for New Vehicle Storage & Facility Improvements at Boone County Road & Bridge Facility*

Contract C000589 – *Architectural and Engineering Services for New Vehicle Storage & Facility Improvements at Boone County Road & Bridge Facility* was approved by commission for award to PWAarchitects, Inc. on June 20, 2019, commission order # 247-2019.

This amendment adds Professional Design Services for the Purchasing Department's relocation to the Road & Bridge south facility.

Invoices will be paid from the following:

Road & Bridge: Department: 4110 – R&B Expansion & Improvement, Account: 71211 – A/E Fees

Phase I - Preliminary Design Services for Purchasing: \$2,170.00

Phase I – Preliminary Design Services for Road & Bridge: \$24,335.00

Phase II – Schematic Design, Design Development, Construction Documents, Bidding & Negotiation, Construction Administration Services for Purchasing: \$1,330.00

Phase II - Schematic Design, Design Development, Construction Documents, Bidding & Negotiation, Construction Administration Services for Road & Bridge: \$14,915.00

cc: Contract File

Commission Order: 434-2023
Date 09.28.23

**CONTRACT AMENDMENT NUMBER ONE
ARCHITECTURAAL AND ENGINEERING SERVICES FOR NEW VEHICLE STORAGE &
FACILITY IMPROVEMENTS AT BOONE COUNTY ROAD & BRIDGE FACILITY**

The Agreement **C000589** dated June 20, 2019, made by and between Boone County, Missouri and **PWArchitects, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. ADD Professional Design Services for the Purchasing Department’s relocation to the existing Boone County Road & Bridge Facility as follows:

Phase I for Purchasing – Preliminary Design Services: \$2,170.00
Phase I for Road & Bridge – Preliminary Design Services: \$24,335.00
Phase II for Purchasing – Schematic Design, Design Development, Construction Documents, Bidding & Negotiation, Construction Administration Services: \$1,330.00
Phase II for Road & Bridge - Schematic Design, Design Development, Construction Documents, Bidding & Negotiation, Construction Administration Services: \$14,915.00

- 2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

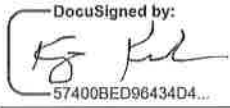
PWARCHITECTS, INC.

By:  _____
BF1AE499ED36405...

Title: Vice President

BOONE COUNTY, MISSOURI

By: Boone County Commission

 _____
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

 _____
7D71DEAEB9D74DD...

County Counselor

ATTEST:

 _____
D267E242BF9948C...

Brianna L. Lennon, County Clerk

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

DocuSigned by:
Kyle Rieman
by *KS*
E3D6F2FD3CE04B1...

9/21/2023

4110-71211 - \$42,750

Signature

Date

Appropriation Account

435-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 23

In the County Commission of said county, on the 28th day of September 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 award of County Contract C000666 awarded from Sole Source 171-123123SS for RVI Software Support with Real Vision Software, Inc. of Alexandria, Louisiana for the purchase of RVI Support Service for the Boone County IT Department.


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


Done this 28th day of September 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 Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: September 26, 2023
RE: Award of Contract C000666 from Single Feasible Source #171-123123SS for RVI Software Support for the Boone County Information Technology Department

Purchasing requests approval of contract C000666 awarded from Sole Source #171-123123SS for purchase of support for RVI software from Real Vision Software, Inc. of Alexandria, Louisiana. The contract is being established on behalf of the Boone County Information Technology Department. Sole Source 171-123123SS was approved by the Boone County Commission on September 14, 2023 via Commission Order 409-2023.

The County uses Real Vision software for electronic storage of County records. County records uploaded into IBMi use RVI software and in order to receive ongoing upgrades, updates and technical support, the County must purchase an on-going annual subscription for RVI software support.

The contract period will run coterminous with the RVI subscription period that runs July 01, 2023 through June 30, 2024. Renewals are unlimited and it's anticipated that the County and RVI will continue to renew the agreement on a year-to-year basis as mutually agreed.

Payments under the contract will reference 1172-General Fund IT Hardware & Software/70050 –Software Services Contract: \$4,950.00

/lp

cc: Victoria Walter – IT
Contract File

**PURCHASE AGREEMENT
FOR
REAL VISION (RVI) SOFTWARE SUPPORT**

THIS AGREEMENT, County Contract # **C000666** awarded from Sole Source 171-123123SS dated the 28th day of September 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Real Vision Software, Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for the purchase of the purchase of annual RVI software support pursuant to Boone County's Standard Terms and Conditions, as well as the Contractor's Invoice dated 06/01/2023 incorporated into the contract by reference as **Attachment One**. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County's Standard Terms and Conditions shall prevail and control.

2. Contract Period - The contract period shall be **July 01, 2023 through June 30, 2024**. The contract may be renewed on an on-going annual basis upon mutual agreement of the County and the Contractor. Renewal pricing is subject to approval by the County.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with annual RVI software support:

Annual RVI Software Support	
Description	Firm Unit Price
Annual Software Support Renewal Fee 07/2023 – 06/2024 Serial Number 789F640	\$4,950.00/Year

4. Billing and Payment - All billing shall be invoiced to the Boone County Information Technology Department. Billings may only include the prices listed in the Contractor's response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event

the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. Delivery of Service Performance– The Contractor agrees to deliver service to the Boone County Information Technology (IT) Department in a prompt, business standard manner or as otherwise mutually agreed.

6. 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.

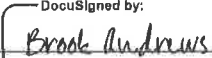
7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Boone IT Department using the same formality as this agreement.

8. Termination - This agreement may be terminated by the County upon thirty calendar days advance written notice for any of the following reasons or under any of the following circumstances:

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

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

REAL VISION SOFTWARE, INC.

by  _____
DocuSigned by:
32EB25C3B2394EC...

title Accounting

BOONE COUNTY, MISSOURI

by: Boone County Commission

 _____
DocuSigned by:
57400BED96434D4...

Presiding Commissioner

APPROVED AS TO FORM:

 _____
DocuSigned by:
7D71DEAEB9D74DD...

County Counselor

ATTEST:

 _____
DocuSigned by:
D267E242BFB94BC...

County Clerk

AUDITOR CERTIFICATION:

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

1172/70050: \$4,950.00

DocuSigned by:
Kyle Kiemann by JS
E3D6F2FD3CE04B1...

9/22/2023

Signature

Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. The Contractor shall comply with all applicable federal, state, and local laws, and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at the request of the bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in the bid process, as the law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of a delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of the quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for or ownership of any item purchased until the same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other

governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.
17. Should an audit of the Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with the bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, the Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
20. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
21. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.
22. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
23. The resulting agreement may be extended beyond the expiration date by order of the County on a month-to-month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

Revised: 08/02/23

RVI

Real Vision Software, Inc.

INVOICE

From:

Real Vision Software, Inc.
P.O. Box 12958
Alexandria, LA 71315-2958
Email: ar@realvisionsoftware.com
Phone: 318-449-4579
Fax: 318-448-3033
Tax ID: 72-1203046

To:

Phillip Montes
Boone County Government
801 East Walnut Rm 220
Columbia MO 65201

Invoice Date: 2023/06/01	Invoice Number: 210024807
Invoice Amount (Due Upon Receipt): \$4,950.00	Customer Number: 1252

Summary Of Expenses

Description	Unit Price	Balance
ANNUAL SOFTWARE SUPPORT RENEWAL FEE 07/2023 - 06/2024 Serial Number 789F640 Non-Taxable Sale	\$4,950.00	\$4,950.00
Support Fees are due on the 1st of the month and are delinquent after the 10th. Delinquent Fees will result in cancelled support until the Support Fee and a \$250.00 Reinstatement Fee is received.		
Total Due to RVI:		\$4,950.00

436-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 23

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of

September

20 23

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


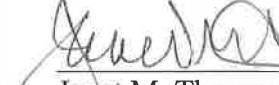
Now on this day, the County Commission of the County of Boone does hereby adopt the attached policy of the Boone County Commission on access to public meetings and records pursuant to RSMo Sec. 610.028. This policy updates and supersedes the policy adopted in Commission Order 379-2004.

Done this 28th day of September 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

POLICY OF THE BOONE COUNTY COMMISSION ON ACCESS TO PUBLIC MEETINGS AND RECORDS

In accordance with the provisions of section 610.028.2, RSMo., or its successor statute, it is the policy of the Boone County Commission to comply with the requirements of chapter 610, RSMo., commonly referred to as the Sunshine Law, regarding public meetings and the release of information on any meeting, record, or vote which is a public record. This written policy statement shall be applicable only to the meetings and records of the County Commission and shall be provided to any person requesting it free of charge. Any record that is authorized to be closed under RSMo Sec. 610.021 or other applicable law is to be considered closed by operation of this policy. To facilitate access to public meetings of the County Commission and public records and information retained by this office, the following policies shall be applicable:

1. Public Meetings -- It is the public policy of this office that public meetings of the County Commission shall be open to the public and notice of such meetings shall be provided as required under section 610.020, RSMo., or other law. A public meeting shall be presumed to occur if a quorum of the County Commission meets and confers, discusses, or decides any public business involving Boone County and upon which the County Commission is empowered by law to influence or act. However, communications amongst a quorum of commissioners shall not be considered public meetings if made for ministerial or social purposes when there is no intent to avoid disclosure of the communications to the public about public business, or the communications do not involve the public business of the county or county government. The County Commission authorizes the recording of its open public meetings by audiotape, videotape, or other electronic means provided that the use of such equipment does not disrupt the meeting or impair the general public from seating or participating in the meeting. The County Commission may conduct meetings or votes closed to the public pursuant to section 610.021, RSMo., but such meetings shall be closed only to the extent necessary for the specific reason announced to justify the closed meeting or vote.

A. Format of Meetings -- Meetings of the County Commission shall generally be conducted in open formal session or open work session or closed session. Formal sessions of the Commission shall be conducted in the presence of the County Clerk or the Clerk's deputy who shall record votes and take and maintain meeting minutes as required under section 51.120, RSMo. All votes taken by roll call shall be cast only by County Commissioners who are physically present and in attendance at the meeting or attending via videoconference. When it is necessary to take votes by roll call in a meeting of the Commission, due to an emergency with a quorum of the members of the Commission physically present and in attendance and one of the members of the Commission participating via telephone, facsimile, internet, or any other voice or electronic means, the nature of the emergency of the Commission justifying that departure from the normal requirements shall be stated in the minutes. Where such emergency exists, the votes taken shall be regarded as if all members of the Commission were physically present and in attendance at the meeting. Work sessions may be conducted informally without the presence of the Clerk; minutes shall be taken by a person designated by the Commission and maintained in the

Commission office; Commissioners may express opinions on issues at such work sessions, but no votes shall be taken. Agendas for work sessions shall be formulated by those responsible for calling or hosting the work session and communicated to the Commission for advance posting to the extent they are not evident by virtue of the nature of the meeting.

B. Format of Closed Meetings -- The County Commission shall keep or have kept minutes of closed meetings; any votes taken during a closed meeting shall be taken by roll call. The County Commission shall not discuss any business in a closed meeting or vote upon any matter which does not directly relate to the specific reason announced to justify the closed meeting or vote. Any votes cast at such meetings shall be made and kept as provided in section 610.015, RSMo.

C. Notice of Meetings -- All meetings of the County Commission, whether open public meetings or closed meetings, shall be posted and otherwise communicated in the time and manner prescribed by sections 610.020 and 610.022, RSMo. If the meeting will be conducted by telephone or other electronic means, the notice of the meeting shall identify the mode by which the meeting will be conducted and the designated location where the public may observe and attend the meeting. If the Commission plans to meet by internet chat, internet message board, or other computer link, it shall post a notice of the meeting on its web site in addition to its principal office and shall notify the public how to access that meeting.

D. Other Meetings -- Individual members of the Commission or a quorum of members of the Commission may also attend meetings or events called or hosted by other persons or organizations outside of the government of Boone County. When a quorum of the Commission intends to attend such meetings and attendance may involve their engaging in discussion of public business involving the County Commission, then the Commission shall post notice of its attendance at such meetings and prepare minutes consistent with section 610.020, but otherwise attendance at such meetings shall not be deemed to be meetings of the Commission and no notice or meeting minutes shall be prepared by the Commission unless otherwise directed by a quorum of the Commission.

2. Public Records - It is also the public policy of this office that public records of the County Commission shall be open to the public during the normal business hours of this office unless otherwise provided by law and this office shall comply with sections 610.010 to 610.030, RSMo, the Sunshine Law, as now existing or hereafter amended. Consistent with the provisions of section 610.010, RSMo, the term "public record" shall include any record, whether written or electronically stored, retained by or of the County Commission, including any report, survey, memorandum, or other document or study prepared and presented to the County Commission. Also consistent with the provisions of section 610.010, RSMo, the term "public record" shall not include any internal memorandum or letter received or prepared by or on behalf of a member of the County Commission consisting of advice, opinions and recommendations in connection with the deliberative decision-making process of the County Commission, unless such records are retained by the County Commission as public records or presented at a public meeting.

A. Storage of Public Records -- Electronic mail and written correspondence or memoranda shall be treated the same for purposes of this policy. A record shall be considered stored or retained by the Commission if it is kept by the County Clerk as required by section 51.120, RSMo.,

or if it is located in the Commission's central files or the Commission's electronic mail repository. However, individually assigned file cabinets and electronic mail accounts shall be considered dedicated to the individual use of Commission members and staff in furtherance of position responsibilities subject to general property and information management policies from time to time established by the Commission. Written or electronic correspondence, memoranda or mail transmitted by individual commissioners shall not be considered public records unless they pertain to public business and are addressed, copied or otherwise provided to one other or all commissioners, or otherwise placed in the Commission's central files or the Commission's electronic mail repository. It shall be the responsibility of individual commissioners to segregate and maintain segregation of personal mail, correspondence, or other personal private documents from the public records of the office of the County Commission. Any member of the County Commission who transmits any message relating to public business by electronic means to any other member of the Commission shall also concurrently transmit that message to either the member's Commission office computer, the custodian of records, or the email designated for such open records, in the same format. Any such message received by the custodian or at the member's office computer shall be a public record subject to the exceptions of section 610.021.

3. Custodians Of Records -- The County Clerk is hereby appointed custodian of the official records of the Boone County Commission concerning such records as are required or authorized by law to be kept by the Clerk under section 51.120, RSMo., and that such custodian is located at the Boone County Government Building, 801 E. Walnut St., Room 236, Columbia, Missouri 65201. The administrative coordinator of the Boone County Commission is appointed custodian of the administrative records maintained in the administrative central file archive of the office of the Boone County Commission, whose address is 801 E. Walnut St., Room 333, Columbia, Missouri 65201. The custodians of records may delegate the functions described in this policy to members of the office staff as is necessary to fulfill duties of this office in a timely manner, but such delegation shall not deprive the record custodians of ultimate authority and responsibility under the Sunshine Law to respond to record requests in a manner consistent with such law and the duties described in this policy.

A. Record Requests -- The custodian(s) of records for this office shall respond to all requests for access to or copies of a public record maintained by this office as soon as possible, but in no event later than the end of the third business day following the date the request is received by the custodian(s) of records. Record requests shall be responded to in the order of their receipt and may not be immediately received for purposes of review by the record custodian or his or her designee based on the volume of requests made and reasonable accommodation of employee schedules and administrative duties. If access to the public record is not granted immediately, the custodian(s) shall give an explanation of the cause for further delay. The period for record production may exceed three days for reasonable and good cause. If a request for access is denied, the custodian shall provide, upon request, a written statement of the grounds for such denial. If records are requested in a certain format, the custodian shall provide the

records in the requested format, if such format is available. If a public record contains material which is not exempt from disclosure as well as material which is exempt from disclosure, the custodian of records shall separate the exempt and nonexempt material and make the nonexempt material available for examination and copying.

B. Fees -- Unless otherwise provided by statute, fees for copying public records shall not exceed ten cents per page for a paper copy not larger than nine by fourteen inches, with the hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of this office. Research time required for fulfilling records requests may be charged at the actual cost of research time. Based on the scope of the request, this office shall produce the copies using employees of the office that result in the lowest amount of charges for search, research, and duplication time. Prior to producing copies of the requested records, the person requesting the records may request the custodian(s) to provide an estimate of the cost of search, retrieval and copying. Fees for providing access to public records maintained on computer facilities, recording tapes or disks, videotapes or films, pictures, maps, slides, graphics, illustrations or similar audio or visual items or devices, and for paper copies larger than nine by fourteen inches shall include only the cost of copies, staff time, which shall not exceed the average hourly rate of pay for staff for making copies and programming, if necessary, and the cost of the disk, tape, or other medium used for the duplication. Fees for maps, blueprints, or plats that require special expertise to duplicate may include the actual rate of compensation for the trained county personnel required to duplicate such maps, blueprints, or plats. If programming is required beyond the customary and usual level to comply with a request for records or information, the fees for compliance may include the actual costs of such programming as provided below. Payment for estimated research time and copying fees may be requested prior to the making of copies. Documents may be furnished without charge or at a reduced charge when the custodian of records for this office determines that waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of this office and is not primarily in the commercial interest of the party making the request. Except as otherwise provided by law, fees collected for services provided under this policy shall be remitted to the appropriate fiscal officer for this office for deposit to the office's appropriate account. The following additional provisions concerning fees shall be applicable:

(1). Personnel Time -- For purposes of computing personal time as provided above, personnel time shall be chargeable at the hourly rate plus may include employer contributions and benefits for the personnel conducting record searches, retrieval and copying; applicable hourly rates shall be those established by the Boone County Auditor for the personnel involved. Attorney time shall not be charged as staff time or research time involving compliance with the Sunshine Law. Record searches and retrieval may at the discretion of the custodian of records be without charge when searches are requested on a time available basis which do not interfere with the performance of normal workday duties or involve substantial expense.

(2). Alternative Paper Duplication -- At the request or with the consent of a person seeking volume or specialized duplication, duplication may be submitted to a commercial duplication service if the person requesting duplication pays the records custodian a deposit for the estimated cost of commercial duplication.

(3). Electronic Media Duplication - Parties requesting duplication of electronic media necessitating programming or other services outside the expertise of this office and thereby requiring the use of Information Technology Department staff shall be charged with the actual cost of media and computer staff time at the standard average rates for employees used as established by such Department. If and to the extent this department provides electronic services in the form of on line access or access by other electronic means to an electronic file or data base, it will provide electronic services involving public records to members of the public in usable electronic formats to the greatest extent feasible, but provision of these services in lieu of conventional records will not take priority over the performance of the primary responsibilities of either the Commission office or the Information Technology Department. There shall be no duty to the general public to facilitate the creation of new information, answer legal questions regarding the Sunshine Law, or provide information in a format not retained by the County Commission or otherwise retained under this policy.