

43 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

January Session of the January Adjourned

Term. 2024

County of Boone

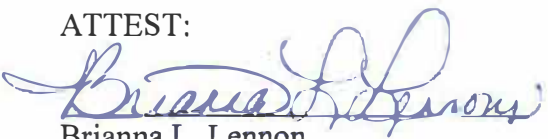
In the County Commission of said county, on the 30th day of January 20 24

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

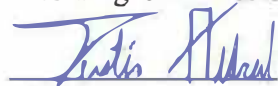
Now on this day, the County Commission of the County of Boone does hereby approve the attached Surplus Disposal by auction on GovDeals or by destruction for whatever is not suitable for auction.


Done this 30th day of January 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

RECEIVED

JAN 16 2024

BOONE COUNTY
AUDITOR

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 01/11/2024 Fixed Asset Tag Number: 17125
Description of Asset: AV Components /
Requested Means of Disposal: Recycle/Trash
Other Information: SERIAL NUMBER: NONE
Condition of Asset:
Reason for Disposition: OUTDATED
Location of Asset and Desired Date for Removal To Storage: Boone County Courthouse / Floor: 1 / Room: Technology Services - IMMEDIATELY

Was Asset Purchased with Grant Funding? NO

DEPARTMENT: 4061-Courthouse Expansion SIGNATURE: Cindy Janis
¹²¹⁰ + Law Library - for new equipment

To be Completed by: AUDITOR
Original Acquisition Date 12-31-09 G/L Acct for Proceeds 1190-3835
Original Acquisition Amount \$64,526.63 (M)
Original Funding Source 2782
Account Group 1603

To be Completed by: COUNTY COMMISSION / COUNTY CLERK
Approved Disposal Method;

Transfer Department Name: _____ Number _____
Location within Department: _____
Individual: _____
 Trade Auction Sealed Bids
 Other Explain _____

Commission Order Number 43-2024
Date Approve: 1-30-2024
Signature [Signature]

1/12 -
If anyway possible
we want this per
equipment to be
moved from Jury
Assembly Room by
1/17/24 when we
potentially have a
jury trial.
Cindy Janis

13th Judicial Circuit Court
Technology Services
Surplus Summary Listing

Department Use Only						Auditors Use Only					
Inventory Tag #	Category	Make/Model	Description	Serial Number	Picked Up	Original Purchase Date	Original Cost	Original Funding Source	Transfer Confirmed	Asset Group	Receipt Into
17125	AV Components	Panasonic	2 Pcs LCD Projectors	Model: PT-F200U	Y N						
17125	AV Components	20 speakers mounting brackets	20 speakers mounting brackets	N/A	Y N						
17125	AV Components	20 Pcs QSC Ceiling Speakers	20 Pcs QSC Ceiling Speakers	N/A	Y N						
17125	AV Components	JVC Super VHS Recording	JVC Super VHS Recording	N/A	Y N						
17125	AV Components	Crestron	Quick Media Switch	QM-MD7X2	Y N						
17125	AV Components	Crestron	Crestron-232/422 COM	N/A	Y N						
17125	AV Components	UHF	3 UHF Synthesized Diversity Receiver	N/A	Y N						
17125	AV Components	Crestron	2Pcs QM-RX	N/A	Y N						
17125	AV Components	Crestron	Quick Media Audio Extractor	N/A	Y N						
17125	AV Components	Crestron	2Pcs CNPNS-75	N/A	Y N						
17125	AV Components	QSC	2Pcs Direct 70V Amplifier	CX204V	Y N						
17125	AV Components	Crestron	Control Processor	CP2E	Y N						
17125	AV Components	QM Matrix Switcher	QM Matrix Switcher	QM-MD4X2	Y N						
17125	AV Components	Hearing assist Transmitter	Hearing assist Transmitter	LT-82-IR	Y N						
17125	AV Components	Audio Flex	Audio Flex	NA	Y N						
17125	AV Components	Antenna Distributor System	2 Diversity UHF Antenna Distributor System	PATW-DA49	Y N						
17125	AV Components	Audio-Technica	2 Pcs ATW-A49	ATW-A49	Y N						
17125	AV Components	UHF	4Pcs UHF Transmitter	CATW-T1802	Y N						
17125	AV Components	UHF	4Pcs UHF Transmitter	ATW-7310	Y N						
17125	AV Components	Listen	8Pcs Listening Devices and 1 Charging Base	N/A	Y N						
17125	AV Components	Audio-Technica	6Pcs Wireless Microphones	N/A	Y N						
					Y N						
					Y N						
					Y N						
					Y N						
					Y N						
					Y N						
					Y N						
					Y N						
					Y N						
					Y N						
					Y N						
					Y N						
					Y N						
					Y N						

still worth good money

Department Signature: *Cindy Daniels*

Agency Signature:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

January Session of the January Adjourned

Term. 2024

In the County Commission of said county, on the 30th day of January 20 24

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

Now on this 30th day of January 2024, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, rubbish, garbage, broken furniture, and household equipment left outdoors on the premises, visible from the public road.
4. The location of the public nuisance is as follows 2701 E Hwy MM, Ashland, MO, a/k/a parcel# 24-104-08-00-003.00 01, N AND E OF ROUTE MM PT NE NW, Section 8, Township 46, Range 12 as shown by deed book 4694 page 0050, Boone County
5. The specific violation of the Code is: trash, rubbish, garbage and broken furniture in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 26th day of October 2023, to the property owner.
7. The above-described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above-described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

Term. 20

In the County Commission of said county, on the

day of

20

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


Order for Abatement Chargeable as a Special Assessment to the Property

Based upon the foregoing, the County Commission hereby orders abatement of the above-described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

Done this 30th day of January 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Activity Log

Parcel # 24-104-08-00-003.00 01

2701 E Hwy MM

Ashland, MO 65010

Owner: Kathlene Christopher

October 16, 2023: The Environmental Public Health Division (EPH) received a complaint from a member of the community about junk and trash on the lawn of 2701 E Hwy MM.

October 18, 2023: Liz Olree, EPH Specialist inspected the property from the public roadways (E Hwy MM and E Edwards Rd) and observed several items on the lawn, including trash, rubbish, garbage, broken furniture, and household items left outdoors.

October 19, 2023: Liz Olree sent a nuisance notification to the owner of the property, Kathlene Christopher, via certified mail.

October 26, 2023: Kathlene Christopher signed for the nuisance notification.

November 13, 2023: Liz Olree reinspected the property from the public roadways and did not observe any improvement of the nuisance conditions.

November 20, 2023: Liz Olree sent the owner a hearing notification for a hearing on December 12, 2023.

December 7, 2023: Liz Olree had to reschedule the hearing and sent notice to the owner for a rescheduled hearing on December 19, 2023.

December 12, 2023: Liz Olree received a phone call from the property owner who had not received rescheduling notification. She explained that she was currently staying at a family member's house because she was recovering from a medical procedure and requested a later hearing date. The hearing was rescheduled for January 16, 2024. A new hearing notice was sent to the owner via regular mail and email. Liz Olree offered to also send a copy of the notice to the address where she was staying but did not receive a response.

January 4, 2024: Liz Olree reinspected the property from the public roadways and did not observe any improvement of the nuisance conditions. She contacted the owner via email to ask if she had decided what to do with the items on the lawn.

Photo 1: Photo of items on the lawn of 2701 E Hwy MM, as seen from E Hwy MM. Photo taken January 10, 2024.



Photo 3: Photo of items on the lawn of 2701 E Hwy MM, as seen from E Edwards Rd. Photo taken January 10, 2024.



VOSS Landscape & Tree Service

8501 N Hwy VV
Columbia, MO 65202

Estimate

Date	Estimate #
11/30/2023	2894

Name / Address	Customer Phone
ATTENTION Liz Olree Boone County Public Health 1005 W. Worley St Columbia, MO 65203	5734415486
	Customer E-mail
	elizabeth.olree@como.gov;...

			Project
Description	Qty	Cost	Total
2701 E Hwy MM			
Delivery Fee (dumptruck / dumptrailer)	1	231.00	231.00
Laborer	3	57.25	171.75
Laborer	3	57.25	171.75
Foreman	3	86.62	259.86
Machine With Attachment	3	86.62	259.86
Pull Fee to Landfill (dumptruck / dumptrailer)	1	231.00	231.00
Per Ton Disposal	2	75.07	150.14
Thank you for your business.		Total	\$1,475.36

Customer Signature _____

Kenny Mohr Assessor

Parcel 24-104-08-00-003.00 01

Property Location 2701 S RTE MM

City _____ Road COMMON ROAD DIST (CO) School SOUTHERN BOONE (R1)
Library COL BC LIBRARY (L4) Fire SOUTHERN BOONE (F2)

Owner CHRISTOPHER KATHLENE RENEE

Subdivision Plat Book/Page

Address 2701 E HWY MM

Section/Township/Range 8 46 12

Care Of

Legal Description N AND E OF ROUTE MM

City, State, Zip ASHLAND, MO 65010

PT NE NW

Lot Size .00 x .00

Irregular Shape

Deeded Acreage 2.00

Calculated Acreage 1.20

Deed Book/Page 4694 0050 0434 0234

Effective Date of Value 1/1/2024

CURRENT APPRAISED

CURRENT ASSESSED

Type	Total	Type	Total
RESIDENTIAL	89,100	RESIDENTIAL	16,929
Totals	89,100	Totals	16,929

PROPERTY DESCRIPTION

Year Built 1975 (Est)

Basement CRAWL SPACE (2) Attic NONE (1)

Bedrooms 2 Main Area 1,182

Full Bath 1 Finished Basement Area 0

Half Bath 0

Total Rooms 5 Total Square Feet 1,182

Boone County Assessor

Boone County Government Center
801 E. Walnut St., Rm 143
Columbia, MO 65201-7733
assessor@boonecountymo.org

Office (573) 886-4270
Fax (573) 886-4254

Mapping

(573) 886-4262



Recorded in Boone County, Missouri

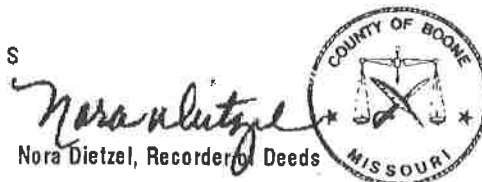
Date and Time: 12/22/2016 at 11:02:20 AM

Instrument #: 2016027451 Book: 4694 Page: 50

Instrument Type: WD

Recording Fee: \$27.00 S

No. of Pages: 2



WHEN RECORDED RETURN TO:

Kathlene Christopher
2701 E Highway MM
Ashland, Missouri, 65010

12-22-16

WARRANTY DEED

THE GRANTOR(S),

- Kenneth Reed Nichols Jr and Melody Ann Nichols, a married couple

for and in consideration of: One Dollar (\$1.00) and other good and valuable consideration grants, bargains, sells, conveys and warranties to the GRANTEE(S):

- KATHLENE RENEE CHRISTOPHER, 2701 E HIGHWAY MM, ASHLAND, BOONE County, Missouri, 65010,

the following described real estate, situated in Ashland, in the County of Boone, State of Missouri:

(legal description): ALL THAT PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION EIGHT (8), TOWNSHIP FORTY-SIX (46) NORTH, RANGE TWELVE (12) WEST OF THE FIFTH PRINCIPAL MERIDIAN IN BOONE COUNTY, MISSOURI THAT LIES NORTH AND EAST OF STATE ROUTE MM, EXCEPT THAT PART OCCUPIED BY THE COUNTY ROAD.

Subject to existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record the grantor hereby covenants with the Grantee(s) that Grantor is lawfully seized in fee simple of the above granted premises and has good right to sell and convey the same; and that Grantor, his heirs, executors and administrators shall warrant and defend the title unto the Grantee, his heirs and assigns against all lawful claims whatsoever.

Tax Parcel Number: 24-104-08-00-003.00 01

Grantor Signatures:

DATED: 12-22-16

DATED: 12-22-16

Kenneth Reed Nichols Jr.
Kenneth Reed Nichols Jr
2701 E Highway MM
Ashland, Missouri
65010

Melody Ann Nichols
Melody Ann Nichols
2701 E Highway MM
Ashland, Missouri
65010

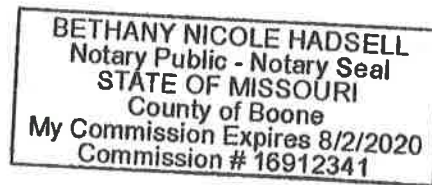
STATE OF MISSOURI, COUNTY OF BOONE, ss:

On this 22 day of December, 2016, before me personally appeared Kenneth Reed Nichols Jr and Melody Ann Nichols, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

Bethany Nicole Hadsell
Notary Public
Signature of person taking acknowledgment

Notary Public
Title (and Rank)

My commission expires 8/2/2020



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

January Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

30th

day of

January

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Revision to increase funds for outsourced services.

Done this 30th day of January 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick

Presiding Commissioner



Justin Aldred

District I Commissioner



Janet M. Thompson

District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

1/23/24

EFFECTIVE DATE

FOR AUDITORS USE

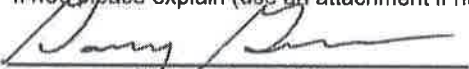
(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account ^(u)	Dept Name	Account Name ^(u)	Transfer From Decrease	Transfer To Increase
2704	80860 71101	BCJC Radio	Contingency Outsourced services	15,833	
2704	71101	BCJC Radio	Professional Services		15,833
				<u>15,833</u>	<u>15,833</u>

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):

For Dave Dunford contract increase

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:


Auditor's Office

Agenda


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

SUBLSCR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN , 1/23/24, 15:19:39

Year, <u>2024</u>	Original Appropriation	<u>35,875.00</u>
Dept, <u>2704</u> BOCO JOINT COMM RADIO OPS	Revisions	<u> </u>
Acct, <u>71100</u> OUTSOURCED SERVICES	Original + Revisions	<u>35,875.00</u>
Fund <u>270</u> 911/EM SALES TAX FUND	Expenditures	<u> </u>
	Encumbrances	<u> </u>
Class/Account, <u>A</u> ACCOUNT	Actual To Date	<u> </u>
Account Type, <u>E</u> EXPENSE	Remaining Balance	<u>35,875.00</u>
Normal Balance, <u>D</u> DEBIT	Shadow Balance	<u>35,875.00</u>

Expenditures, by, Period

January <u> </u>	July <u> </u>
February <u> </u>	August <u> </u>
March <u> </u>	September <u> </u>
April <u> </u>	October <u> </u>
May <u> </u>	November <u> </u>
June <u> </u>	December <u> </u>

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

SUBLSCR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN ,1/23/24, 14:13:56

Year, <u>2024</u>	Original Appropriation	<u>113,000.00</u>
Dept, <u>2704</u> BOCO JOINT COMM RADIO OPS	Revisions	<u> </u>
Acct, <u>71101</u> PROFESSIONAL SERVICES	Original + Revisions	<u>113,000.00</u>
Fund <u>270</u> 911/EM SALES TAX FUND	Expenditures	<u> </u>
	Encumbrances	<u> </u>
Class/Account, <u>A</u> ACCOUNT	Actual To Date	<u> </u>
Account, Type, <u>E</u> EXPENSE	Remaining Balance	<u>113,000.00</u>
Normal Balance, <u>D</u> DEBIT	Shadow Balance	<u>113,000.00</u>

Expenditures, by, Period

January	<u> </u>	July	<u> </u>
February	<u> </u>	August	<u> </u>
March	<u> </u>	September	<u> </u>
April	<u> </u>	October	<u> </u>
May	<u> </u>	November	<u> </u>
June	<u> </u>	December	<u> </u>

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

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, CPPB, CPPO
DATE: December 15, 2023
RE: Amendment #9: C000306 (66/2010) – Radio Consulting Services with David O. Dunford

Contract C000306 (City of Columbia 66/2010) – Radio Consulting Services was approved by commission for award to David O. Dunford on August 26, 2014, commission order 402-2014.

This amendment renews the professional services contract for the period January 1, 2024 through December 31, 2024 for the following:

Professional Services at \$70.00/hour, not to exceed \$110,833.00 per contract period.

Reimbursable expenses not to exceed \$18,000 per contract period.

Invoices will be paid from department 2704 – Radio Network Operations, account 71101 – Professional Services. \$113,000 is budgeted for 2024.

cc: Gary German, Pat Schreiner, Blair Barber/ Joint Communications
Contract File

46 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 2024

County of Boone

} ca.

In the County Commission of said county, on the 30th day of January 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Revision to move \$27,900.00 from Class 1 to Class 7 for the request to hire a recruitment agency to assist in finding a qualified Joint Communications Director.

Done this 30th day of January 2024.

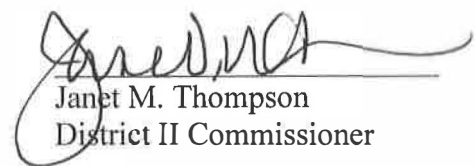
ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

1/23/24
EFFECTIVE DATE

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
2701	10100	BOCO JOINT COMM #11 OPERATIONS	SALARIES & WAGES	27,900	
2711	71100	BOCO JOINT COMM #11 OPERATIONS	OUTSOURCED SERVICES		27,900
				<u>27,900</u>	<u>27,900</u>

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):

This revision is requested to move \$27,900 from Class 1 to Class 7 for the request to hire a recruitment agency to potentially assist in finding a qualified Joint Communications Director. Class 1 will still have enough funds to cover the rest of FY24 due to the vacancies in 2701.

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):

Submitted by Aaron Neugarten

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: 2711 Cover Class 7

Agenda

 (A)
Auditor's Office


PRESIDING COMMISSIONER

 
DISTRICT I COMMISSIONER DISTRICT II COMMISSIONER

Aaron Neugarten

From: Melinda Bobbitt
Sent: Tuesday, January 23, 2024 10:14 AM
To: Aaron Neugarten
Cc: Liz Palazzolo; Amy Gerskin
Subject: RE: Routing Guide for award of Contract C000713 - Executive Recruitment for BoCoMo Joint Com Director

Aaron,

Just for my own education, and my staff, do all Budget Revisions get read in Commission? I thought they were not read in Commission, only Budget Amendments.

Thanks,
Melinda

Melinda Bobbitt, CPPB, CPPO
Director of Purchasing
Boone County Government, Missouri



Purchasing Department

5551 S. Tom Bass Rd.

Columbia, MO 65201

P: 573-886-4391

mbobbitt@boonecountymmo.org

From: Aaron Neugarten <ANEugarten@boonecountymmo.org>
Sent: Tuesday, January 23, 2024 10:02 AM
To: Melinda Bobbitt <MBobbitt@boonecountymmo.org>; Liz Palazzolo <LPalazzolo@boonecountymmo.org>
Cc: Kip Kendrick <KKendrick@boonecountymmo.org>
Subject: RE: Routing Guide for award of Contract C000713 - Executive Recruitment for BoCoMo Joint Com Director

Melinda,

I just submitted the Budget Revision. It should be read 1st and 2nd on Thursday. I am waiting for some signatures.

Thank you,

Aaron Neugarten – Accountant II

Auditor's Department / Boone County Government, Missouri

801 E. Walnut Street, Room 304 / Columbia, MO 65201

tel: 573.886.4276

aneugarten@boonecountymmo.org

From: Melinda Bobbitt <MBobbitt@boonecountymmo.org>
Sent: Monday, January 22, 2024 12:03 PM

To: Liz Palazzolo <LPalazzolo@boonecountymmo.org>; Aaron Neugarten <ANeugarten@boonecountymmo.org>
Cc: Kip Kendrick <KKendrick@boonecountymmo.org>
Subject: RE: Routing Guide for award of Contract C000713 - Executive Recruitment for BoCoMo Joint Com Director

Aaron,

Thanks for the update!!! Can you give me an estimate on how long this will take before we can get the PO? I need to report back to Commissioner Kendrick.

Thanks,
Melinda

Melinda Bobbitt, CPPB, CPPO
Director of Purchasing
Boone County Government, Missouri



Purchasing Department
5551 S. Tom Bass Rd.
Columbia, MO 65201
P: 573-886-4391
mbobbitt@boonecountymmo.org

From: Liz Palazzolo <LPalazzolo@boonecountymmo.org>
Sent: Friday, January 19, 2024 1:38 PM
To: Melinda Bobbitt <MBobbitt@boonecountymmo.org>
Subject: FW: Routing Guide for award of Contract C000713 - Executive Recruitment for BoCoMo Joint Com Director

Please see Aaron's note about the award for the Executive Search for the Joint Communications Director – do I need to do anything more? The contract was 1st and 2nd read Tuesday.

From: Aaron Neugarten <ANeugarten@boonecountymmo.org>
Sent: Friday, January 19, 2024 1:35 PM
To: Liz Palazzolo <LPalazzolo@boonecountymmo.org>; CJ Dykhouse <CDykhouse@boonecountymmo.org>; Kip Kendrick <KKendrick@boonecountymmo.org>
Cc: Jennifer Market <JMarket@boonecountymmo.org>; Kyle Rieman <KRieman@boonecountymmo.org>
Subject: RE: Routing Guide for award of Contract C000713 - Executive Recruitment for BoCoMo Joint Com Director

All,

Since this did not get signed until 2024 and the contract period is in 2024, we will have to include this in FY24 budget. With that said, we will have a shortfall in 2711/71100. We will have to create a budget revision for this PO to be placed. I would suggest 2701/10100. If everyone agrees, I will initiate the revision. If you have any questions, please let me know.

Thank you,

Aaron Neugarten – Accountant II

Auditor's Department / Boone County Government, Missouri
801 E. Walnut Street, Room 304 / Columbia, MO 65201
tel: 573.886.4276

aneugarten@boonecountymo.org

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Wednesday, January 10, 2024 2:50 PM
To: CJ Dykhouse <CDykhouse@boonecountymo.org>; Kip Kendrick <KKendrick@boonecountymo.org>
Cc: Jennifer Market <JMarket@boonecountymo.org>; Aaron Neugarten <ANEugarten@boonecountymo.org>
Subject: RE: Routing Guide for award of Contract C000713 - Executive Recruitment for BoCoMo Joint Com Director

Thank you – I will relay that to Cindy

From: CJ Dykhouse <CDykhouse@boonecountymo.org>
Sent: Wednesday, January 10, 2024 2:49 PM
To: Liz Palazzolo <LPalazzolo@boonecountymo.org>; Kip Kendrick <KKendrick@boonecountymo.org>
Cc: Jennifer Market <JMarket@boonecountymo.org>; Aaron Neugarten <ANEugarten@boonecountymo.org>
Subject: RE: Routing Guide for award of Contract C000713 - Executive Recruitment for BoCoMo Joint Com Director

No. These are local tax dollars. Thanks.

CJ Dykhouse

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Wednesday, January 10, 2024 2:47 PM
To: Kip Kendrick <KKendrick@boonecountymo.org>; CJ Dykhouse <CDykhouse@boonecountymo.org>
Cc: Jennifer Market <JMarket@boonecountymo.org>; Aaron Neugarten <ANEugarten@boonecountymo.org>
Subject: RE: Routing Guide for award of Contract C000713 - Executive Recruitment for BoCoMo Joint Com Director

SGR is asking if any federal funds will be used for paying them?

From: Kip Kendrick <KKendrick@boonecountymo.org>
Sent: Wednesday, January 10, 2024 2:05 PM
To: Liz Palazzolo <LPalazzolo@boonecountymo.org>; CJ Dykhouse <CDykhouse@boonecountymo.org>
Cc: Jennifer Market <JMarket@boonecountymo.org>; Aaron Neugarten <ANEugarten@boonecountymo.org>
Subject: RE: Routing Guide for award of Contract C000713 - Executive Recruitment for BoCoMo Joint Com Director

Yes, correct.

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Wednesday, January 10, 2024 2:03 PM
To: Kip Kendrick <KKendrick@boonecountymo.org>; CJ Dykhouse <CDykhouse@boonecountymo.org>
Cc: Jennifer Market <JMarket@boonecountymo.org>; Aaron Neugarten <ANEugarten@boonecountymo.org>
Subject: RE: Routing Guide for award of Contract C000713 - Executive Recruitment for BoCoMo Joint Com Director

Hello – I am confirming this point for Aaron – this is a 2023-funded purchase order, correct?

From: Kip Kendrick <KKendrick@boonecountymo.org>
Sent: Wednesday, January 10, 2024 11:55 AM
To: Liz Palazzolo <LPalazzolo@boonecountymo.org>; CJ Dykhouse <CDykhouse@boonecountymo.org>; Aaron Neugarten <ANEugarten@boonecountymo.org>; Jodi Vanskike <JVanskike@boonecountymo.org>

Cc: Jennifer Market <JMarket@boonecountymo.org>

Subject: Re: Routing Guide for award of Contract C000713 - Executive Recruitment for BoCoMo Joint Com Director

Thanks!

[Get Outlook for iOS](#)

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>

Sent: Wednesday, January 10, 2024 11:51:19 AM

To: CJ Dykhouse <CDykhouse@boonecountymo.org>; Aaron Neugarten <ANeugarten@boonecountymo.org>; Jodi Vanskike <JVanskike@boonecountymo.org>

Cc: Kip Kendrick <KKendrick@boonecountymo.org>; Jennifer Market <JMarket@boonecountymo.org>

Subject: Routing Guide for award of Contract C000713 - Executive Recruitment for BoCoMo Joint Com Director

Good morning – Attached please find the Routing Guide for the award of the Executive Recruitment contract for Joint Communications' Director with SGR. I am sending the signed PO Requisition as a separate e-mail attachment.

Jodi – Please add to the agenda once you get the e-mail from DocuSign. Presiding Commissioner Kendrick is allowing a first and second read on this award. We are shooting for next Tuesday at the latest.

For the Agenda: Award of County Contract C000713 for Executive Recruitment Services for the Boone County Joint Communications Director from Strategic Government Resources for the Boone County Commission on behalf of the Boone County Joint Communications.

For the Order: Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000713 with Strategic Government Resources of Keller, Texas for Executive Recruitment Services for the Boone County Commission on behalf of the Boone County Joint Communications Department. The contract is set-out in the attached and the Presiding Commission is authorized to sign the same. Done this _____ day of _____, 2024.

*Liz Palazzolo – Senior Buyer
Boone County Missouri Purchasing
5551 S. Tom Bass Road
Columbia, MO 65201
Direct Phone: 573-886-4392
lpalazzolo@boonecountymo.org*

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 30th day of January 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Revision to use contingency funds to pay for the Contract with Mary Lee Johnston Community Learning.

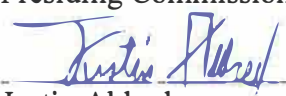
Done this 30th day of January 2024.

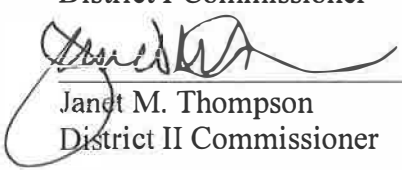
ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

1/19/24
EFFECTIVE DATE

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
2161	86850	CSF Strategic Opportunities	Contingency	100,000	
2161	71106	CSF Strategic Opportunities	Contracted Services		100,000
				100,000	100,000

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):

Contract with Mary Lee Johnston Community Learning is using contingency funds to pay for the contract. This revision is to move the expense to the appropriate account.

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):

Auditor's Office
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: *Cover class 7*

[Signature]
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

Agenda

[Signature]
DISTRICT II COMMISSIONER

2024

RECEIVED

DEC 22 2023

BOONE COUNTY AUDITOR

12/21/23
REQUEST DATE

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI

15288
VENDOR NO.

Mary Lee Johnston Community Learning
VENDOR NAME

Non-Suspect Bid Contingency
BID NUMBER

Ship to Department #

Bill to Department #

Department	Account	Item Description	Qty	Unit Price	Amount
2161	71106	Contracted Services	1	100000.00	\$100,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

GRAND TOTAL: 100,000.00

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

Jean Nelson
Approving Official

Kristen Kennel
Prepared By

F

Boone County Community Services Department

Memorandum

TO: Boone County Commission
FROM: Kristin Cummins, Deputy Director
DATE: December 21, 2023
RE: First Reading: Contingency Funding – Mary Lee Johnston Community Learning Center

The Community Services Department requests approval for an Agreement for Purchase of Services for Mary Lee Johnston Community Learning Center. The contract was submitted by Mary Lee Johnston Community Learning Center as a Contingency Funding request to the Boone County Children's Services Fund. The contract will pay for early childhood education supplies, personnel expenses, and building repairs and equipment limited to 1509 Hinkson Avenue, 1505 Hinkson Avenue, and 1511 Hinkson Avenue.

The contract will begin upon approval by the Boone County Commission and extend through December 31, 2024. The total allowable compensation shall not exceed \$100,000.00 and will be provided through department number 2161 and account number 86850. The current fund balance is \$150,000.00.

c: Contract File



AGREEMENT FOR PURCHASE OF SERVICES Contingency Funding

THIS AGREEMENT dated the _____ day of _____, 202__ 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 **Mary Lee Johnston Community Learning Center** a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **MLJCLC**.

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, MLJCLC has submitted a complete Contingency Funding Application to the BCCSB detailing the services and other supports to be provided along with the expected cost to MLJCLC thereof; and

WHEREAS, the BCCSB has approved the Contingency Funding Application 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 MLJCLC

MLJCLC is expected to the greatest extent possible to maximize funding from all other sources. MLJCLC shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. MLJCLC shall only request reimbursement for services not reimbursable by any other source. MLJCLC shall not invoice the Children’s Services Fund for units of service invoiced to another funding source. BGC 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 Contingency Funds for purchasing early childhood education supplies, personnel expenses, and/or building repairs and equipment limited to 1509 Hinkson Avenue, 1505 Hinkson Avenue, and 1511 Hinkson Avenue.

3. **Purchase.** The BCCSB agrees to purchase from MLJCLC and MLJCLC agrees to purchase early childhood education supplies, hire childcare educators, and complete necessary repairs to buildings used for programming that serves children and youth nineteen years of age or less, as described and in the Contingency Funding Application Proposal Application. Services/deliverables shall be provided as outlined in the attached proposal response(s). The total allowable compensation under this agreement shall not exceed **\$100,000.00** 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, 2024 subject to the provisions for termination specified below.

5. **Billing and Payment.** For Contingency Funded Contracts, the payment will be made for purchasing early childhood education supplies and/or building repairs limited to 1509 Hinkson Avenue, 1505 Hinkson Avenue, and 1511 Hinkson Avenue once the work is completed. Initial invoice upon signing the contract will include anticipated costs for hiring and training personnel. Documentation of actual personnel expenses will be required by the 10th of the month following the previous month. MLJCLC may bill for infant and toddler classroom educators providing programming in 1511 Hinkson Avenue through this contract until an agreed upon date. MLJCLC may bill for preschool and prekindergarten classroom educators providing programming in 1505 Hinkson Avenue until the enrollment is filled in the classrooms at which point MLJCLC will bill for preschool and prekindergarten programming under Boone County Contract #C000541.

The BCCSB agrees to pay all statements within thirty days of receipt of a correct and valid invoice 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 MLJCLC, 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 Contingency Funding Application as submitted by MLJCLC for program expenditures. MLJCLC agrees to submit a final written report no later than December 31, 2024 documenting the completed work, the number of children served by completing repairs and hiring personnel, pictures of the completed work, copies of the work invoices, and a copy of the MO DHSS child care license. Payments may be withheld from MLJCLC if reports designated here are not submitted on time, until such time as the reports are filed and approved. MLJCLC agrees to submit its written reports to staff at the Community Services Department.

8. **Audits.** MLJCLC also agrees to make available to the BCCSB a copy of its annual audit within four months after the close of MLJCLC'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 MLJCLC, 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.** MLJCLC 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 MLJCLC'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, MLJCLC 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 MLJCLC 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 MLJCLC 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 MLJCLC's policies and procedures and in accordance with any local/state/federal regulations. MLJCLC 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. MLJCLC must comply with Missouri law regarding confidentiality of client records.

12. **Discrimination.** MLJCLC 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.** MLJCLC 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 MLJCLC's provision of such services.

14. **Accreditation/Licensure/Certifications.** MLJCLC 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.** MLJCLC 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 MLJCLC, and this shall include any transaction in which MLJCLC 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.** MLJCLC may enter into subcontracts for components of the contracted service as MLJCLC 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, MLJCLC 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.** MLJCLC 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. MLJCLC shall require each subcontractor to affirmatively state in its Agreement with the MLJCLC 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 MLJCLC 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.** MLJCLC agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against BGC or any individual acting on the MLJCLC's behalf, including subcontractors, which seek to enjoin or prohibit MLJCLC from entering into this contract agreement of performing its obligations under this agreement.

19. **Board Ownership.** If MLJCLC 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 MLJCLC no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, MLJCLC will need BCCSB approval to re-direct the use of such.

20. **Failure to Perform/Default.** In the event MLJCLC, 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 MLJCLC 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 MLJCLC 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, MLJCLC shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. BCCSB shall reimburse the BGC 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. Insurance Requirements. MLJCLC shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

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

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

b. Comprehensive General Liability Insurance: MLJCLC 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. MLJCLC 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.

MLJCLC shall provide the County with proof of Comprehensive 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 MLJCLC in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to MLJCLC.

c. **Professional Liability Insurance:** MLJCLC 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.

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

23. Indemnification. To the extent permitted under Missouri law, MLJCLC 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 MLJCLC (meaning anyone, including but not limited to consultants having a contract with MLJCLC or subcontractor for part of the services), or anyone directly or indirectly employed by MLJCLC, or of anyone for whose acts MLJCLC 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.

24. Publicity by the BGC. MLJCLC shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. MLJCLC will acknowledge the BCCSB as a funding source whenever publicizing CSF-funded programs. MLJCLC will collaborate with the BCCSB to inform the community about the ways its tax dollars are being invested in services and supports. MLJCLC 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 BGC. The BCCSB does not recognize any of the MLJCLC'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. MLJCLC 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 MLJCLC shall be mailed or delivered to:

Mary Lee Johnston Community Learning Center
Attn: Carrie Miller
1509 Hinkson Avenue
Columbia, MO 65201

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

Mary Lee Johnston Community Learning Center

Boone County, Missouri

By: Boone County Commission

By: 
C4E7A04F19084F2
Signature


57400BET06343D1
Kip Kendrick, Presiding Commissioner

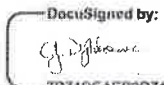
By: Boone County Children's Services Board

By: Carrie Miller
Printed Name/ Title


450A59A837504E3
Leigh Spence, Board Chair

APPROVED AS TO FORM:

ATTEST:


7D71DEAE89D74DD
CJ Dykhouse, County Counselor


Brianna Lennon, County Clerk

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


Signature Date 1/2/2024 Appropriation Account (2161/86850/\$100,000.00)

An Affirmative Action/Equal Opportunity Employer

CERTIFIED COPY OF ORDER

15-2024

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 2024

County of Boone

In the County Commission of said county, on the 11th day of January 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for Purchase of Services for Contingency Funding between the Boone County Children's Service Board and Mary Lee Johnston Community Learning Center. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 11th day of January 2024.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner