

48 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

February Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

1st

day of February

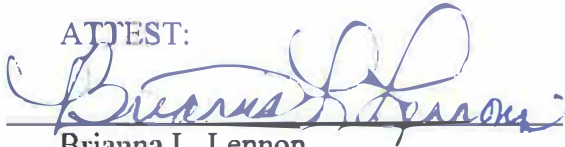
20 24

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

Now on this day, the County Commission of the County of Boone does hereby authorize the request to reclassify Position 811, Facilities Maintenance Technician (Class Code 3044500, Range 28) to Grounds Maintenance Worker I (Class Code 304500, Range 22).

Done this 1st day of February 2024.

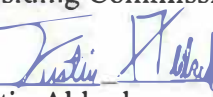
ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

49 -2024

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February Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

1st

day of February

20 24

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

Now on this day, the County Commission of the County of Boone, does hereby authorize the request to convert Position 744, Services Specialist (class code 406400, Range 26) from one (1) full-time, benefitted position to two (2), part-time, non-benefitted positions to be budgeted at 1,040 hours a year per position.

At a later date, the positions can be converted back to the original classification of one (1) full-time, benefitted position at vacancy or at the request of the Sheriff during the next budget cycle.

Done this 1st day of February 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission

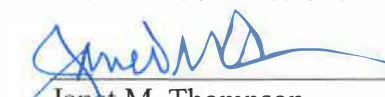

Kip Kendrick

Presiding Commissioner



Justin Aldred

District I Commissioner



Janet M. Thompson

District II Commissioner

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STATE OF MISSOURI

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February Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

1st

day of February

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 an ARPA Funding Beneficiary agreement with Ashland Optimist Foundation of Ashland, Missouri, Inc. for a New HVAC System for \$52,250.00.

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

Done this 1st day of February 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


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

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: January 30, 2024
RE: ARPA Funding Beneficiary: *C000731 – New HVAC System* with Ashland Optimist Foundation of Ashland, Missouri, Inc.

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract # C000731 – *New HVAC System* with the Ashland Optimist Foundation of Ashland, Missouri, Inc. This project is for replacement of the original HVAC system at the Ashland Optimist Club. The original system was installed in 1992 at the time of building construction. The current system is no longer reliable and has required many costly repairs in the last few years.

Contract award is for a not to exceed amount of \$52,250.00 and will be paid from department 2983 – American Rescue Plan Act, account 82400 – Other Contracts.

Attached is a list of all funded and anticipated funded projects.

SUBRECIPIENTS

City of Centralia – Centralia Sewer Lining

Contract #: C000720

Project #: 021

\$400,000.00

Scope of Work: The ARPA funds will be used to line approximately 12,500 feet of sewer pipe with “Cure in Place Pipe”. Lining the sewer pipes will strengthen and seal pipes, preventing raw sewage from leaking out of broken pipes and causing ground water contamination and sickness. Re-lining of the pipes is a more cost-effective route than digging up the old pipes and putting in new ones. While the City of Centralia does not currently have any sewer pipes out of compliance, lining the pipes now allows the City of Centralia to stay proactive and avoid costly repairs.

City of Sturgeon – City Park Updates & Renovations

Contract #: C000721

Project #: 031

\$50,000.00

Scope of Work: The ARPA funds will be used for a wide range of projects to include repaving basketball courts, creating a walking track, installing an ADA approved sidewalk to connect the parking lot to the City Office building, installing parking blocks and park benches, adding signage to the park entrance, and installing surveillance cameras to enhance security within the park. The work on the City Park will allow for more community access to a safe outdoor space. The community members will be able to gather and socialize outside, which encourages social distancing, healthy lifestyles, and mental health benefits.

City of Sturgeon – Water & Sewer Infrastructure

Contract #: C000722

Project #: 033

\$89,500.00

Scope of Work: The ARPA funds will be used to improve sewer and water infrastructure impacting the community. The funds will be used to purchase a Vac Trailer, which will enable the community complete lead line inventory as required for DNR compliance, keep meter pits cleaned and replaced when needed, and allow for safer and more efficient digging as existing utilities in the ground can be located easier and striking them can be avoided. Additionally, the funds will be used to for lead line inventory as required by MO DNR.

Central Missouri Community Action (CMCA) – The Shops at Sharps End

\$397,821.00

Contract #: C000723

Project #: 035

Scope of Work: The ARPA funds will be used to further CMCA's retail incubator Shops at Sharps End. This includes the renovation and operational costs for their current office space at 500 E. Walnut Street in Columbia Missouri to provide retail space, conduct business training, coaching and peer to peer mentoring. Additionally, funds will be used to staff the retail incubator with a retail manager and business coach as well as provide scholarships for people to receive business coaching and training at a discounted rate. The goal of the Shops at Sharps End is to reduce barriers to entry for low to moderate income individuals and minority populations who want to start up retail enterprises, with a special focus on reaching 51% of minority business enterprises. Through participation in the project, individuals and businesses will gain assistance in becoming financially viable, freestanding, successful business owners.

Columbia Public School District – Boone County Nature School

\$200,000.00

Contract #: C000724

Project #: 006

Scope of Work: The ARPA funds will be used for the Boone County Nature School for the construction of a \$6+ million educational center that provides placed-based educational opportunities for students in all six Boone County school districts (Centralia, Columbia, Hallsville, Harrisburg, Southern Boone, and Sturgeon). The ARPA award will assist in the construction of the educational center which will provide differentiated instruction and help to address the impacts of lost learning that occurred as a result of the pandemic.

Lester Woods, Jr. – d/b/a First/Last Mile Valet Service - Valet Service

\$428,100.00

Contract #: C000725

Project #: 052

Scope of Work: The ARPA funds will be used to support the operational, maintenance, equipment, and salary costs for First Last Mile. First Last Mile will provide a unique service delivery model for safe, accessible, and affordable transportation. The focus will be on partnering with businesses and employers to transport employees to work who, without the support of First Last Mile, would not have the ability to get to work due to a lack of personal transportation or funds to pay for transportation to work.

Show-Me Central Habitat for Humanity – Habitat for Humanity

\$708,500.00

Contract #: C000726

Project #: 056

Scope of Work: The ARPA funds will be used to support Habitat for Humanity in completing phase two infrastructure for the affordable housing subdivision of Boone Prairie Village. The funds will be used to pay for grading, land surveying,

street work, utilities at Boone Prairie Village. At the completion of this project 30 more lots will be prepared and designated for the construction of low-income family homes.

In2Action – Community Enrichment Program

\$1,200,000.00

Contract #: C000727

Project #: 061

Scope of Work: The ARPA funds will be used help purchase, renovate, and staff a permanent location for the Community Enrichment Program. The funds will also be used for start-up costs, equipment, supplies, technology, and administrative costs needed for the operation of the program. The Community Enrichment Program exists to address the social determinates of health of the justice involved and those with substance abuse disorders. The program will provide substance abuse disorder respite services, access to peer recovery support services, and workforce and professional development services to improve financial stability.

Columbia Interfaith Resource Center a/k/a Room at the Inn – Room at the End

\$206,000.00

Contract #: C000728

Project #: 078

Scope of Work: The ARPA funds will be used to provide additional shelter beds for homeless individuals. Room at the Inn will use the funds to cover operational costs of their Emergency Shelter so that it can stay open until the Opportunity Center opens in Spring 2025. Operational costs can include salaries, shelter supplies, insurance costs, supplies for guests, and other administrative expenses.

Southern Boone County Schools – Expansion of the Educational Agriculture Program

\$450,000.00

Contract #: C000729

Project #: 083

Scope of Work: The ARPA funds will be used to expand the educational agriculture program to supplement food services with vegetables grown by students. Expansion of this program will increase opportunities for students to learn new skills and address the impacts of lost instructional time. Expenditures under this program include purchasing and constructing two greenhouses which will be used to grow food year-round.

**United Community Builders Community Development Corporation – New
Community Center Building**

\$750,000.00

Contract #: C000730

Project #: 094

Scope of Work: The ARPA funds will be used by United Community Builders to develop a new community center building for youth in the underserved portion of northern Columbia. Expenditures under this program include the construction of second phase of a new 22,500 square foot youth and community center.

BENEFICIARIES

Ashland Optimist Foundation, Inc. – *New HVAC System at the Ashland Optimist Club* \$52,250.00

Contract #: C000731

Project #: 002

Scope of Work: The ARPA funds will be used to replace the original HVAC system at the Ashland Optimist Club, 511 Optimist Drive, Ashland, MO 65010. Ashland Optimist Club sustained negative economic impacts resulting from the pandemic including lost revenue and cancelled events. The original system was installed in 1992 at the time of building construction. The current system is no longer reliable and has required many costly repairs in the last few years. Per a quote from Phil Bentlage Heating & Air Conditioning, LLC, the price to replace the HVAC unit will be \$52,250.00. The new HVAC installation will include 2 - 12.5 ton, single packaged 410A high efficiency air conditioner, 2 12.0 EER stage coolers, 2 stage gas heaters, and labor and materials or an equivalent model.

Centralia Chamber of Commerce – *Chamber Renewal Project* \$40,000.00

Contract #: C000732

Project #: 016

Project #: 016

Scope of Work: The ARPA funds will be used to replace lost revenue due to the negative financial impact of COVID-19 pandemic. The funds will be used to partially support the Chamber Renewal Project which will allow the Chamber to hire a director, maintain an office space, update webpage, increase social media presence, plan future projects, and offer outreach training and employment assistance for the Chamber members.

City of Refuge dba Safi Sana – *City of Refuge* \$750,000.00

Contract #: C000733

Project #: 030

Project #: 030

Scope of Work: The ARPA funds will be used to replace lost revenue due to the negative economic impact of COVID-19 pandemic. The organization faced a decrease in funding due to the inability to host fundraising events. The organization also saw a decrease in volunteer numbers. The ARPA funds will help fill the gap. These funds will be used to support City of Refuge and enable them to continue operating current programs, continue construction on their new preschool, and provide financial support for other programs and expansions to enable City of Refuge to continue their mission.

Columbia Center for Urban Agriculture – Community Welcome Center

\$1,500,000.00

Contract #: C000734

Project #: 036

Scope of Work: The ARPA funds will be used to replace lost revenue due to the negative financial impact of COVID-19 pandemic. The funds will go to support the construction and operation of the Community Welcome Center which will contain a commercial kitchen, event space, a resource library, and office space to support the ongoing and new programs of the nonprofit. Some programs that will be supported include meal distribution and produce gardening for hunger relief, educational programs for children related to health, food, and nature, backyard gardens for low-income families, and other programs related to job and skills training, and wrap around services to combat housing and food insecurity.

Columbia Chamber of Commerce – Talent Pipeline Management Program

\$181,000.00

Contract #: C000735

Project #: 037

Scope of Work: The ARPA funds will be used to replace lost revenue due to the negative financial impact of COVID-19 pandemic. The funds will be used to support the Talent Pipeline Management program in which workforce and business leaders can learn how to close the skill gaps present in the working population and increase employment rates. The funds will cover a portion of the salary and benefit requirements for the individuals responsible for the administration of the Talent Pipeline Management program.

Coyote Hill – Equine Assisted Therapy Program

\$123,560.00

Contract #: C000736

Project #: 047

Scope of Work: The ARPA funds will be used to replace lost revenue and uncompensated increases in need due to the negative impact of COVID-19 pandemic. The funds will allow Coyote Hill to continue operations, expand their therapy services program, as well as construct an improved therapy space for foster children to receive diverse therapeutic modalities in conjunction with Equine-Assisted Psychotherapy program already offered at the facility. This will allow Coyote Hill to serve more foster children and families year-round.

Do Something Right Now, Inc. – Hogan House Food Pantry and Support Center

\$155,880.00

Contract #: C000737

Project #: 101

Scope of Work: The ARPA funds will be used to replace lost revenue due to the negative financial impact of COVID-19 pandemic. The organization faced

financial challenges due to a decrease in revenue and an increase in demand for services as a result of the COVID-19 pandemic. The ARPA funds will help fill the gap. These funds will be used to support Do Something Right Now, Inc.'s Hogan House Food Pantry and Support Center. The Center serves those in poverty by providing meals, free food, childcare items such as diapers and formula, and connections with other area community resources. A portion of the funds will go to improve the facilities at the Center to improve the ability of the Center to serve their participants.

Grade A Plus Incorporated – *Expansion of Programming*

\$100,000.00

Contract #: C000738

Project #: 053

Scope of Work: The ARPA funds will be used to replace lost revenue due to the negative financial impact of COVID-19 pandemic. Grade A Plus Incorporated will use the funds to support and expand their academic support and enrichment programming and services, expand programming to include training for parents to serve as better advocates for their children at school and developing academic goals, and expand programming to include mental health and wellness services.

Grow Hallsville Parks Foundation – *Grow Hallsville Parks*

\$225,000.00

Contract #: C000739

Project #: 055

Scope of Work: The ARPA funds will be used to replace lost revenue due to the negative financial impact of COVID-19 pandemic. Grow Hallsville Parks will use the funds to continue operations at the Community Center, purchase a generator to make the Center a reliable warming and cooling shelter, replace current failing HVAC system, and other needed facility repairs to allow the Community Center to continue to serve the members of the community in an effective and efficient manner.

Job Point – *Services for Justice Involved Youth and Adults*

\$225,000.00

Contract #: C000740

Project #: 062

Scope of Work: The ARPA funds will be used to replace lost revenue due to the negative financial impact of COVID-19 pandemic. Job Point will use the funds to provide additional services to justice involved youth and adults. Some of these services include preparation for the High School Equivalency Test, vocational courses, career development, Moral Recognition Therapy for substance abuse and offender populations, and other certifications such as First Aid/CPR, Commercial Driver License Permits, and OSHA-10. Funds are needed to support costs associated with expanding services such as technology equipment, program costs,

and scholarships for those taking vocational courses and workforce development courses who cannot afford them.

River Relief, Inc. aka Missouri River Relief – *Missouri River Days and Mornings at the River Program*

\$125,000.00

Contract #: C000741

Project #: 069

Scope of Work: The ARPA funds will be used to expand and support the Missouri River Days and Mornings at the River programs offered by Missouri River Relief. Funds will be used to expand Missouri River Days to additional Boone County Title I schools, fully fund the Mornings at the River program for 2 years, as well for salaries for educational support staff and other indirect costs. Missouri River Days and Mornings at the River are both educational programs aimed at increasing access to education that can help fill the gaps in education and instruction that were lost as a result of the COVID-19 pandemic.

The Food Bank for Central & Northeast Missouri, Inc. – *Central Pantry Relocation*

\$1,000,000.00

Contract #: C000742

Project #: 089

Scope of Work: The ARPA funds will be used to replace lost revenue due to the negative financial impact of COVID-19 pandemic. With these funds The Foodbank for Central & Northeast Missouri will have the ability to move their Central Pantry to a more centralized location that is larger and more accessible to members of the community. This will enable the organization to serve more individuals and households, increase food options for patrons, and even offer increased educational programming concerning healthy food options and preparation.

TO BE DETERMINED

County of Boone Community Services Department

\$110,000.00

Contract #:

Project #: 046

Scope of Work:

Love Columbia -

\$1,000,000.00

Contract #:

Project #: 064

Scope of Work:

MU Extension Council Training Center

\$350,000.00

Contract #:

Project #: 099

Scope of Work:

Socket Telecom, LLC

\$1,000,000.00

Contract #:

Project #: 081

Scope of Work:



AGREEMENT FOR ARPA BENEFICIARY FUNDING
Boone County Contract #C000731
New HVAC System

THIS AGREEMENT dated the 1st day of February, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **Ashland Optimist Foundation of Ashland, Missouri, Inc. (herein "Agency")**, with an effective date of the County's execution of this Agreement.

WHEREAS, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

WHEREAS, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

WHEREAS, County desires to assist Agency with Assistance to Impacted Nonprofits; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed Fifty-Two Thousand Two Hundred Fifty Dollars (\$52,250.00).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

- a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:
 - i. Complete the work set out in the attached Scope of Work.
 - ii. Agency will ensure compliance with all applicable federal and state laws and regulations in the administration of the project.
 - iii. Agency will present draw-down requests on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
 - iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
 - v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
 - vi. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2024.
- b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:
 - i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- b. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- c. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- d. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.
- e. The person signing the final certification has authority to do so on behalf of and for Agency.

6. **Audits and Records Retention.** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

7. **Modification or Amendment.** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

8. **Compliance with Laws.** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

9. **Discrimination.** Agency 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 with applicable provisions of federal and state laws or county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

10. **Employment of Unauthorized Aliens Prohibited.** Agency 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. Agency shall require each subcontractor to affirmatively state in its Agreement with the Agency 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 Agency a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

11. **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, the agreement may be terminated by County upon fifteen (15) days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

12. **Indemnification and Hold Harmless.** To the extent permitted under Missouri law, the Agency agrees to hold harmless, defend and indemnify the County, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the Agency's services (meaning anyone, including but not limited to consultants having a contract with the Agency or subcontractor for part of the services), or anyone directly or indirectly employed by the Agency, or of anyone for whose acts the Agency may be liable in connection with providing these services including any noncompliance with applicable ARPA regulations. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

13. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

14. **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.

15. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

16. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymmo.org
- b. Any written notice or communication to **Agency** shall be emailed to barrettglascock@gmail.com and/or mailed or delivered to: Ashland Optimist Club, PO Box 201, Ashland, MO 65010.

[This space is intentionally blank. Signatures appear on following page.]

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

Agency: Ashland Optimist Foundation of Ashland, Missouri, Inc.

Boone County, Missouri

By:

By: Boone County Commission

DocuSigned by:
Barrett Glascock
3F81C6021C3843D...

DocuSigned by:
Kip Kendrick
57400BED9B6434D4...

Kip Kendrick, Presiding Commissioner

Approved as to Legal Form:

ATTEST:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD...

DocuSigned by:
Brianna L. Lennon
D267E242BF8946C...

CJ Dykhouse, County Counselor

Brianna L. Lennon, County Clerk

BOONE COUNTY 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
8C24BD84EE7A483...

1/31/2024

2983-84200 / \$52,250

Signature

Date

Appropriation Account

51 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

February Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

1st

day of February

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 Contract C000719 (109) with Blue Valley Public Safety, Inc. for the purchase of Storm Warning Siren repairs, installation, labor, and materials.

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

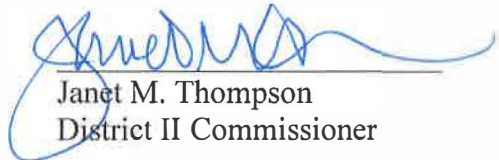
Done this 1st day of February 2024.

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 Purchasing

Amy Gerskin
Buyer



5551 S. Tom Bass Rd.
Columbia, MO 65201
Phone: (573) 886-4393

MEMORANDUM

TO: Boone County Commission
FROM: Amy Gerskin
DATE: January 31, 2024
RE: Cooperative Contract: Kansas City Regional Purchasing Cooperative #109
– Storm Warning Sirens with Blue Valley Public Safety, Inc.

The Boone County Office of Emergency Management requests permission to utilize the Kansas City Regional Purchasing Cooperative contract #109 – Storm Warning Sirens with Blue Valley Public Safety, Inc. to secure labor and materials for Federal storm warning sirens, repair, maintenance, and installation services on an as-needed basis. The Boone County contract number is C000719.

This Term & Supply contract expires 12/31/24 with four (4) additional one-year renewals.

cc: Chris Kelley, Office of Emergency Management
Contract File

**PURCHASE AGREEMENT FOR
STORM WARNING SIRENS
TERM AND SUPPLY**

THIS AGREEMENT dated the 1st day of February 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "County" and **Blue Valley Public Safety, Inc.** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the furnishing, delivery, and installation of **Storm Warning Sirens** in compliance with all bid specifications and any addendum issued for the Mid-America Regional Council/Kansas City Regional Purchasing Cooperative (MARC / KCRPC) Storm Warning Sirens contract **109** and Appendices, Boone County Insurance Requirements, Work Authorization Certification, Debarment Certification, Prevailing Wage Order #30, Affidavit of Compliance with OSHA, Affidavit of Compliance with Prevailing Wage Law, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification, and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of a conflict between any of the foregoing documents, this Purchase Agreement, Boone County Standard Terms and Conditions, and the MARC/KCRPC contract **109** shall prevail and control over the vendor's bid response.
2. **Contract Duration** - This agreement shall commence on **01/01/2024** and continue through **December 31, 2024**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) one-year renewal periods** subject to the pricing clauses in the MARC/KCRPC annual renewals. This 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 rebid and/or award a new contract before the expiration date for a period of up to three months.
3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Storm Warning Sirens, Equipment, and Installation as identified, responded to, and detailed in the attached Appendix B.
4. **Delivery** - The Contractor agrees to coordinate the delivery and installation of equipment and service with Boone County Emergency Management. The contractor agrees to deliver equipment as outlined in the contract documents and within 10-12 weeks after receipt of the order. Delivery shall be FOB Destination and inside delivery with freight charges fully included and prepaid by the Contractor. The seller pays and bears the freight charges. *Delivery address shall be confirmed by calling the Emergency Management office at (573) 886-7210.*
5. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri, and it is agreed that this agreement is made in Boone County, Missouri, and that Boone County, Missouri is the proper venue for any action regarding the interpretation or enforcement of any provision within or services performed under this agreement.
6. **Billing and Payment** - All billing shall be invoiced to the Boone County Emergency Management Department, 2145 E. County Drive, Columbia, MO 65202, and billings may only include the prices listed in the contract. No additional fees for delivery, extra services, or taxes shall be included as additional charges in excess of the charges outlined in the contract. The contractor shall send just **one invoice** to the county at the completion of service/delivery of goods per order. The County agrees to

pay all invoices within thirty days of receipt; the Vendor agrees to honor any cash or prompt payment discounts offered in its quote 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, that the billing dispute is resolved in favor of the Vendor, 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.

7. ***Prevailing Wage*** - The contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract per the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. **Prevailing Wage Order #30** is included in this agreement. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.
8. ***OSHA Training - OSHA Program Requirements*** - The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors, or others acting on behalf of the Contractor on-site which meets the requirements of 292.675 RSMo. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program and certify compliance by affidavit at the conclusion of the project. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
9. ***Transient Employers*** - Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.
10. ***OVERHEAD LINE PROTECTION:*** The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its

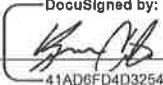
subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. The contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with the contractor or a subcontract for part of the services), anyone directly or indirectly employed by the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

11. ***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.
12. ***Entire Agreement*** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
13. ***Termination*** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if the delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
 - c. If appropriations are not made available and budgeted for any calendar year.
 - d. Termination for Convenience: Either Vendor or County may cancel or terminate this Contract at any time by giving thirty (30) days' written notice to the other per Article 16 of the attached HGAC agreement.

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

BLUE VALLEY PUBLIC SAFETY, INC.

BOONE COUNTY, MISSOURI

by  _____
DocuSigned by:
41AD6FD4D325498...

by: Boone County Commission

title General Manager

 _____
DocuSigned by:
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

 _____
DocuSigned by:
7D71DEAE89D74DD...

CJ Dykhouse, County Counselor

 _____
DocuSigned by:
D267E242BF8948C...

Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

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

 _____
DocuSigned by:
8E8FE1148A274E1...

1/23/2024

2702-91300 Term & Supply

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

February Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

1st

day of February

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 Consultant Agreement between Boone County and June Pitchford, CPA.

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

Done this 1st day of February 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

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 1st day of February, 2024, by and between **Boone County, Missouri**, a first-class county and political subdivision of the state of Missouri, by and through its County Commission, ("County") and **June E. Pitchford**, (herein "Consultant").

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

1. **Agreement duration** – This contract shall be effective beginning January 1, 2024 and run through June 30, 2024, unless extended by mutual agreement.

2. **Services** – Consultant will provide consulting services to County as mutually agreed upon with respect to the operation of the County's financial systems. This Agreement contemplates two types of services: general consulting services and developing/providing specific deliverables / work products.

3. **Compensation** – In consideration for the Consultant's provision of services under this agreement County agrees to compensate the Consultant for services rendered in accordance with the following rates:

- a. For general consulting services (services that are advisory in nature and do not result in any specific deliverable prepared by Consultant): at the hourly rate of \$80.00 per hour.
- b. For developing / providing specific work product or deliverables: at the hourly rate of \$160.00 per hour.

4. **Not-To-Exceed Amount** – County's obligations under this contract for all fee payments to Consultant shall not exceed Five Thousand Dollars (\$5,000.00) without prior, written approval of County.

5. **Invoices & Payment** – Invoices shall be sent to CJ Dykhouse, Boone County Counselor, who shall review, approve, and route invoices for further processing. Payments shall be made within thirty (30) days of receipt of invoice by County. Invoices shall be submitted periodically as mutually agreed upon by County and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided.

6. **Termination** – Either party may terminate this agreement at any time upon thirty (30) days notice to the other party.

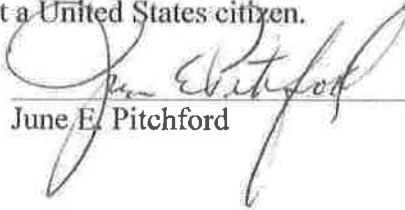
7. **Certification of Lawful Presence / Work Authorization** – Consultant shall complete and return the Work Authorization Certification attached hereto as required by Missouri law.

8. **Status of Consultant** – The parties agree that Consultant is an independent

CERTIFICATION OF INDIVIDUAL CONTRACTOR

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

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



June E. Pitchford

12-30-2022
Date

53 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

February Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 1st day of February 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 real estate contract between Boone County and Trial Investments, LLC for the purchase of real property located at 107 N. Seventh Street Columbia, MO.

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

Done this 1st day of February 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

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into on the 13th day of February, 2024, by and between **Trial Investments, LLC**, a Missouri limited liability company, hereinafter called Seller, and the **County of Boone**, a Missouri political subdivision, hereinafter called Buyer.

In consideration of the respective covenants of the parties and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby mutually agree as follows:

1. Threat or Imminence of Requisition or Condemnation: Seller has been informed by Buyer that it intends to acquire the herein-described Property for public use, and the information conveyed to Seller has provided Seller with reasonable grounds to believe that the Property would be condemned if a voluntary sale was not arranged by means of this Contract.
2. Subject Matter: The Seller agrees to sell and convey and the Buyer agrees to purchase, upon the terms and conditions herein set out, the following described property at 107 N Seventh Street, Columbia, Missouri, conveyed to Seller in a Warranty Deed recorded at Book 3482, Page 59 of Boone County Records, and being more particularly described as follows (with the description on Seller's title insurance policy provided for herein to control):

The North Sixty-three and five-tenths (63.5) feet of Lot Two Hundred Seventy-nine (279) in the Original Town, now City of Columbia, Boone County, Missouri.
3. Purchase Price: The purchase price to be paid to Seller by Buyer for the aforesaid Property is the sum of One Million Seventy Thousand Dollars (\$1,070,000) which shall be paid at the time of closing.
4. Conveyance by Warranty Deed: Seller shall convey to Buyer at closing by Warranty Deed fee simple absolute marketable title in fact to the above described real estate free and clear of all liens, interests, leases, restrictions, easements, and encumbrances, except subject to the real estate taxes for the year of closing which shall be prorated as of the date of closing using the most current real estate tax information furnished by the Boone County Assessor and Boone County Collector, and zoning ordinances, laws, easements, rights of way, covenants, restrictions and reservations of record.
5. Fixtures: All fixtures and articles of personal property attached or appurtenant to said premises are represented to be owned by the Seller, free from all liens and encumbrances except as herein stated and are included in this sale; without limiting the generality of the foregoing, such fixtures and articles include plumbing, heating, lighting, air conditioning, bathroom and other cabinets, windows, awnings, and screens.
6. Title Commitment: Seller shall within fifteen (15) days hereafter deliver to Buyer a commitment to issue an owner's policy of title insurance to the real estate described herein in the amount of the purchase price naming Buyer as the insured and issued

through Boone Central Title Company, 601 East Broadway, Columbia, Missouri, which policy shall insure the owner's title to be marketable in fact as called for by this Contract and shall provide that a policy be issued to Buyer immediately after Seller's Warranty Deed to Buyer is placed of record.

Buyer shall have the right to object to any matter shown in the title insurance commitment which Buyer believes may adversely affect Buyer's intended use of the Property by giving written notice of such to Seller. If Buyer does not object to a matter which is shown in the title insurance commitment within fifteen (15) days after Buyer receives said title insurance commitment, Buyer shall be deemed to have waived the right to object to that particular item. If Buyer objects to a matter shown in the title commitment within the aforesaid fifteen (15) day period this Contract shall be null and void.

After Seller's Warranty Deed has been placed of record, Seller shall promptly procure the policy of title insurance and deliver or arrange for the delivery of the same to Buyer. Seller shall pay all expenses for the title insurance, including the title insurance premium. The title insurance commitment and title insurance policy shall include coverage against mechanic's liens and shall not exclude mechanic's lien coverage.

7. Damage: In the event of material damage to any of the Property by fire, windstorm, or other casualty prior to closing which is not repaired or restored to its original condition prior to closing, Buyer at its election made prior to closing may declare this Contract null and void. In the event Buyer elects to close this Contract, Buyer shall be entitled to receive any insurance proceeds due Seller for damage to the Property.
8. Inspections: This Contract is subject to the condition precedent that the results of inspections of the above described Property and all features of the Property by Buyer and one or more third-party inspectors retained by Buyer at Buyer's expense are acceptable to Buyer. In the event that Buyer within thirty (30) days of the date of this Contract gives Seller written notice that this condition has not been met this Contract shall be null and void. In the event that Buyer fails to give Seller said notice within said thirty (30) day period, this condition shall be deemed to have been satisfied.
9. No Other Representations and Warranties: Except as expressly set forth in this Contract: (a) Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Buyer, "AS IS, WHERE IS, AND WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Seller; and (b) Seller has not, does not and will not, with respect to the Property, make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition or merchantability, or with respect to the value, profitability, developability or marketability of the Property.
10. Walk-Through: Buyer shall have the right to perform a "walk-through" inspection of the Property within five (5) days prior to the closing date to verify that the Property is in the same general condition as it was on the date of this Contract.
11. Closing: Closing shall occur at the offices of Boone Central Title Company, 601 East Broadway, Columbia, Missouri. The Closing date of this Contract shall be contingent upon Seller's anticipated purchase of certain replacement real estate situated in Boone County, Missouri, as set forth in Seller's pending Commercial Sale Contract (hereafter referred to as "Replacement Real Estate") which has an anticipated closing date of April 18, 2024.

As such, Buyer shall be prepared to close this Contract no later than April 15, 2024. Seller, at its option, may extend the Closing date to a later date consistent with Seller's closing date for the Replacement Real Estate. Regardless of whether Seller completes Seller's purchase of the Replacement Real Estate, in no event shall the Closing date occur after December 31, 2024.

Absolute possession of the Property shall be delivered to Buyer no later than two (2) weeks after the Closing date.

12. Tax-Deferred Exchange: A material part of the consideration to the Seller for purchasing is that the Seller has the option to qualify this transaction as part of a tax-deferred exchange under Section 1031 and/or Section 1033 of the Internal Revenue Code. Buyer agrees to cooperate in the exchange provided Buyer incurs no additional liability, cost, or expense.
13. Closing Costs: Seller and Buyer shall each at closing pay one-half (1/2) of the closing service charge of the title company for closing services rendered in connection with the closing of this Contract. Buyer shall pay the recording fee for recording the above-described Warranty Deed.
14. Notices: All notices required or permitted hereunder shall be in writing, sent to the party to whom addressed at the following addresses, and shall be deemed delivered to and received by the other party when (1) actually received, if hand-delivered, or (2) placed in the United States Mail, certified letter, return receipt requested, with postage prepaid, to the addresses indicated below, or at such other address as either party may specify in writing to the other party:

To Seller: Mike Holder, Registered Agent
 Trial Investments, LLC
 107 N Seventh Street
 Columbia, Missouri 65201

To Buyer: CJ Dykhouse, Boone County Counselor
 County of Boone
 801 E. Walnut, Room 211
 Columbia, Missouri 65201
15. Time is of the essence: The parties hereto agree that time is of the essence of each of the provisions of this Contract.
16. Laws: This Contract shall be governed by the laws of the State of Missouri and the jurisdiction and venue of any dispute between the parties in regard to this transaction shall be the Circuit Court of Boone County, Missouri.
17. Complete Agreement: This Contract constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreement between the parties with respect to this Property.
18. Date: The date of this Contract shall be the date that the last party to this Contract has executed this Contract.

- 19. Binding on Successors: The provisions hereof shall inure to the benefit of and shall be binding upon the respective parties hereto and to their respective heirs, personal representatives, successors, and assigns.
- 20. Survival of Closing: The terms of this Contract are expressly agreed to survive closing.
- 21. No real estate agent or broker: The parties agree and acknowledge that there is no involvement of any real estate agent or broker in this transaction and no such agent or broker is entitled to any fee or commission in connection with this transaction.

The parties acknowledge that they have read and agreed to the terms and conditions of this contract, and that they understand that this will become legally binding upon their signing below:

SELLER:
Trial Investments, LLC.

By: 
Michael Holder, Authorized Member

Dated: 01/24/2024

BUYER:
COUNTY OF BOONE

By: 
Kip Kendrick, Presiding Commissioner

Dated: 2/1/2024

Attest: 
Brianna L. Lennon, County Clerk

Approved as to Legal Form:


CJ Dykhouse, County Counselor

AUDITOR CERTIFICATION

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

<u>Kyle Pieman by HA</u>	<u>1-25-24</u>	<u>1190-91200 : \$895,000</u> <u>1190-91800 : \$175,000</u>
Signature	Date	Appropriation Amount