

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

6th

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 request to hire above the flexible hiring maximum for position number 462, Senior Programmer Analyst, and does hereby authorize an appropriation of \$70,720.00 for the salary of said position.

Done this 6th 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
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the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve an ARPA Funding Beneficiary agreement with Do Something Right Now, Inc. for Hogan House Food Pantry and Support Center.


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

Done this 6th 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

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 31, 2024
RE: ARPA Funding Beneficiary: *C000737 – Hogan House Food Pantry and Support Center* with Do Something Right Now, 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 # *C000737 – Hogan House Food Pantry and Support Center* with Do Something Right Now, Inc. The ARPA funds will be used to support 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.

Contract award is for a not to exceed amount of \$155,880.00 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.

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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 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 place-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 to 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

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

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 #C000737

Hogan House Food Pantry and Support Center

THIS AGREEMENT dated the 6th 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 **Do Something Right Now, 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 One Hundred Fifty-Five Thousand Eight Hundred Eighty Dollars (\$155,880.00).

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@boonecountymo.org
- b. Any written notice or communication to **Agency** shall be emailed to sue@dosomethingrightnow.org and/or mailed or delivered to: Do Something Right Now, Inc., 3600 South Rolling Hills Rd., Columbia, MO 65201.

[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: Do Something Right Now, Inc.

Boone County, Missouri

By:

By: Boone County Commission

DocuSigned by:
Swe Riley
D4B3B1010F674D0...

DocuSigned by:
Kip Kendrick
574008ED96434D4...

Kip Kendrick, Presiding Commissioner

Approved as to Legal Form:

ATTEST:

DocuSigned by:
CJ Dykhous
7D71DEAEB9D74DD...

DocuSigned by:
Brianna L Lennon
D267E242BF8948C...

CJ Dykhous, 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
8C24BD64EE7A483...

2/2/2024

2983-84200 / \$155,880

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

56 -2024

STATE OF MISSOURI }
County of Boone } ca.

February Session of the January Adjourned

Term. 20 24

In the County Commission of said county, on the 6th day of February 20 24


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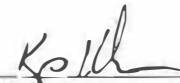
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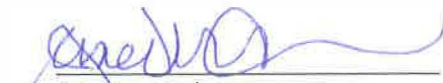
Done this 6th day of February 2024.

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

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: February 1, 2024
RE: ARPA Funding Beneficiary: *C000739 – Grow Hallsville Parks* with Grow Hallsville Parks Foundation

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Project #: 021

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\$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 place-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

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

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 #C000739
Grow Hallsville Parks

THIS AGREEMENT dated the 6th 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 **Grow Hallsville Parks Foundation (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 Two Hundred Twenty-Five Thousand Dollars (\$225,000.00).

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@boonecountymo.org
- b. Any written notice or communication to **Agency** shall be emailed to kridgway@hallsvillemo.org and/or mailed or delivered to: Grow Hallsville Parks Foundation, PO Box 170, Hallsville, MO 65255.

[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: Grow Hallsville Parks Foundation

Boone County, Missouri

By:

By: Boone County Commission

DocuSigned by:
Kennetta Ridgway-Sample
02617F739F62403...

DocuSigned by:
Kip Kendrick
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

Approved as to Legal Form:

ATTEST:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD...

DocuSigned by:
Brianna L Lennon
D287E242BFB948C...

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 Renner
8C24BD84EE7A463...

2/5/2024

2983-84200 / \$225,000

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

6th

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 Subrecipient agreement with United Community Builders Community Development Corporation for a New Community Center Building.

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

Done this 6th 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

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: February 6, 2024
RE: ARPA Funding Subrecipient: *C000730 – New Community Center Building* with United Community Builders Community Development Corporation

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 # *C000730 – New Community Center Building* with United Community Builders Community Development Corporation. The ARPA funds will be used to develop a new community center building for youth in the underserved portion of northern Columbia. Expenditures under this program include the construction of the second phase of a new 22,500 square foot youth and community center.

Contract award is for a not to exceed amount of \$750,000 and will be paid from department 2983 – American Rescue Plan Act, account 82400 – Other Contracts.

Attached is a list of all the funded projects.



AGREEMENT FOR ARPA FUNDING

Boone County Contract #C000730
New Community Center Building

THIS AGREEMENT dated the 6th 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 **United Community Builders Community Development Corporation (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, the parties agree to cooperate on the form and content of expenditure documentation of the subject ARPA funds; 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 Seven Hundred Fifty Thousand Dollars (\$750,000.00).

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 including required contract provisions in the administration of the project.
- iii. Agency will present draw-down requests to 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, in compliance with 2 CFR 200.334, will for three (3) years after completion of the project will provide all information and documentation needed for monitoring purposes by the County, the County's external auditor, or U.S. Treasury.
- vii. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2026.

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 made with the provided funding were: 1) to perform activities deemed allowable under federal guidance and approved herein; 2) expenses were incurred after March 3, 2021 and prior to December 31, 2024; and 3) all funds were expended prior to December 31, 2026.
- b. Agency is not using ARPA funds to meet the local matching portion of another federal award unless permitted by the other award.

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

6. ***Avoiding Duplication of Funding.*** Agency shall not invoice County for expenses invoiced to another funding source. Agency shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***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.

8. ***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.

9. ***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.

10. ***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.

11. ***Subcontracts.*** Agency may enter into subcontracts and other agreements in connection with a project as Agency deems necessary within the terms of the contract. Any subcontractor or party to an agreement with Agency on this project shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

12. **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.

13. **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.

14. **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.

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

16. **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.

17. **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.

18. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymo.org

- b. Any written notice or communication to **Agency** shall be emailed to trich@ucbuilders.com and/or mailed or delivered to: United Community Builders, Attn: Tim Rich, 617 N Providence Rd, Columbia, MO 65203.

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

**Agency: United Community Builders
Community Development Corporation**

Boone County, Missouri

By:

By: Boone County Commission

DocuSigned by:

 35D4A716541D415...

DocuSigned by:

 57400BED96434D...

Kip Kendrick, Presiding Commissioner

Approved as to Legal Form:

ATTEST:

DocuSigned by:

 7D71DEAEB9D74DD...

DocuSigned by:

 D267E242BFB946C...

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:

 BC24BD84EE7A483...

Signature

2/5/2024

Date

2983-84200 / \$750,000

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

6th

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 Budget Amendment for Department 1118 to establish a budget for the Purchasing Director's office furniture.

Done this 6th day of February 2024.

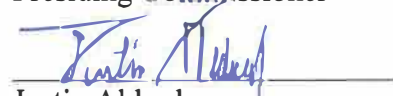
ATTEST:



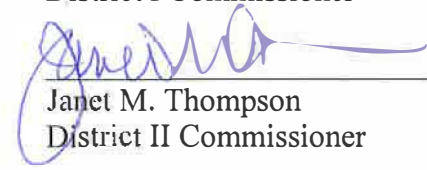
Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner



Transforming Workspaces

100 E. Texas Ave. ~ Columbia, MO 65202
www.insidethelines.net ~ 573-234-0778

Customer: Boone County
Sales Rep: Abbey Milligan

Proposal

24-2420
1/16/2024

Propose To:

Boone County : Boone County Purchasing
5551 Tom Bass Road
Columbia, MO 65201

Installation Location:

Boone County Purchasing
5551 Tom Bass Road
Columbia, MO 65201

Attention: Melinda Bobbitt
573-886-4391 (phone)
mbobbitt@boonecountymog.org

BC Purchasing - Melinda's Office Furniture

Comments:

Sourcewell Contract Pricing:
121919-TKN
121919-HMN
TIPS Contract Pricing 230301
Boone County
Member ID: 18102

Item No.	Item Description	Qty	Item List	Item Sell	Ext Sell
Line: 1 NT1MGG	Humanscale Accessories & Seating - Humanscale Products NeatTech, Gen 1, Mini, Pinstripe Graphite/Gray Trim Tag1: Melinda Item Special: List Discount: 59%	1	\$177.00	\$72.57	\$72.57
Line: 2 X22	Humanscale Accessories & Seating - Humanscale Products M/Flex for M2.1 Monitor Arm, Dual Desk Mount (No Post) Tag1: Melinda Item Finishes & Options: Mount : Bolt-Through Mount with Base (BT) Color : Silver with Gray Trim (S) Left Arm Style Link : Angled Link/Dynamic Link (B)	1	\$1,005.00	\$381.90	\$381.90

Item No.	Item Description	Qty	Item List	Item Sell	Ext Sell
	Arm Style End Style : Slider for Single Monitor (S) Left Arm Style VESA Bracket : Standard 100mm x 100mm, black (B) Right Arm Style Link : Angled Link/Dynamic Link (B) Arm Style End Style : Slider for Single Monitor (S) Right Arm Style VESA Bracket : Standard 100mm x 100mm, black (B) Post Height : No Post (NP)				
	Item Special:				
	List Discount: 62%				
Line: 3	Lightcorp - Task Lighting	1	\$467.00	\$224.16	\$224.16
NIK+.AC.AC.UA.SPB.WTO.6W. S.CM.P4.6B	Nik PDU with 2x AC recptacles, 2x USB-A ports				
	Tag1: Melinda				
	Item Special:				
	List Discount: 52%				
Line: 4	Teknion - R&B Exp Casegoods	1	\$1,099.00	\$428.61	\$428.61
BCMOSB36NN	Round Meeting Table - Blade Star Base, 36"dia, No Cut-Out (1-3/16")				
	Tag1: Melinda				
	Tag3: Boone County #18102				
	Item Finishes & Options:				
	Worksurface Finish : Foundation Laminate (~A)				
	Foundation Laminate : Sand (2U)				
	Edge Trim Style : Straight Trim (6)				
	Edge Trim Finish : Sand (4U)				
	Support Finish : Mica Colors (~Mica)				
	Mica Colors : Platinum (Satin) (7)				
	Item Special:				
	List Discount: 61%				
Line: 5	Teknion - R&B Exp Casegoods	1	\$1,284.00	\$500.76	\$500.76

Item No.	Item Description	Qty	Item List	Item Sell	Ext Sell
BMRF92484	Rectangular Desk - Full Gables, Wall Access Modesty, 24"d x 84"w (1-3/16") Tag1: Melinda Item Finishes & Options: Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Sand (2U) Edge Trim Style : Straight Trim (6) Edge Trim Finish : Sand (4U) Gable and Modesty Finish : Ivory Birch (3X) Hardware Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)				
Line: 6	Item Special: List Discount: 61%				
BMRHC92448	Teknion - R&B Exp Casegoods Cross Grain Rectangular Desk - Half Gables, Wall Access Modesty, 24"d x 48"w (1-3/16") Tag1: Melinda Item Finishes & Options: Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Sand (2U) Edge Trim Style : Straight Trim (6) Edge Trim Finish : Sand (4U) Gable and Modesty Finish : Ivory Birch (3X) Hardware Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$1,005.00	\$391.95	\$391.95
Line: 7	Item Special: List Discount: 61%				
BMRR23084	Teknion - R&B Exp Casegoods Rectangular Desk with Recessed Modesty - Full Gables, Full Modesty, 30" d x 84"w (1-3/16") Tag1: Melinda Item Finishes & Options:	1	\$1,391.00	\$542.49	\$542.49

Item No.	Item Description	Qty	Item List	Item Sell	Ext Sell
	Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Sand (2U) Edge Trim Style : Straight Trim (6) Edge Trim Finish : Sand (4U) Gable and Modesty Finish : Ivory Birch (3X) Hardware Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)				
	Item Special:				
	List Discount: 61%				
Line: 8	Teknion - R&B Exp Casegoods	1	\$1,440.00	\$561.60	\$561.60
BOCLW168415	Overhead Cabinet - Solid Hinged Doors, 16"d x 84"w x 15"h, Wall-Mounted Tag1: Melinda Item Finishes & Options: Door Front Finish : Source Laminate (~S) Source Laminate : Ivory Birch (3X) Edge Trim Finish : Ivory Birch (HW) Case Finish : Source Laminate (~SrcLam) Source Laminate : Ivory Birch (3X) Shelf Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K)				
	Item Special:				
	List Discount: 61%				
Line: 9	Teknion - R&B Exp Casegoods	1	\$574.00	\$223.86	\$223.86
BOWTWW5684	Wall-Mounted Tackboard with Wire Management, From Standard Worksurface, 56"h, 84"w Tag1: Melinda Item Finishes & Options: Fabric Master : Fabric Grade 1 (~1) Fabric Grade 1 : Heather Tech (~27) Heather Tech, Panel Fabric : Ocean Tech (R260)				
	Item Special:				

Item No.	Item Description	Qty	Item List	Item Sell	Ext Sell
Line: 10 BSLFSP182428	List Discount: 61% Teknion - R&B Exp Caseloads Lateral File - Pulls, 18"d x 24"w, Two Drawers (28") Tag1: Melinda Item Finishes & Options: Drawer Front Finish : Source Laminate (~SrcLam) Source Laminate : Ivory Birch (3X) Case Finish : Source Laminate (~Source) Source Laminate : Ivory Birch (3X) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K)	2	\$1,022.00	\$398.58	\$797.16
Line: 11 BSOB243672	List Discount: 61% Teknion - R&B Exp Caseloads Bookcase, 24"d x 36"w x 72"h Tag1: Melinda Item Finishes & Options: Case Finish : Source Laminate (~S) Source Laminate : Ivory Birch (3X)	1	\$1,480.00	\$577.20	\$577.20
Line: 12 BSPSSP1828B	List Discount: 61% Teknion - R&B Exp Caseloads Pedestal - Pulls, 18"d x 28"h, Box/Box/File Tag1: Melinda Item Finishes & Options: Drawer Front Finish : Source Laminate (~SrcLam) Source Laminate : Ivory Birch (3X) Case Finish : Source Laminate (~Source)	1	\$934.00	\$364.26	\$364.26

Item No.	Item Description	Qty	Item List	Item Sell	Ext Sell
Line: 13 BSUSP243672	Source Laminate : Ivory Birch (3X) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K) Item Special: List Discount: 61%	1	\$3,222.00	\$1,256.58	\$1,256.58
Line: 14 SOKL08	Teknion - R&B Exp Casegoods Storage Unit - Solid Doors - Pulls, 24"d x 36"w x 72"h Tag1: Melinda Tag2: CR 1744270 Item Finishes & Options: Door and Drawer Front Finish : Source Laminate (~SrcLam) Source Laminate : Ivory Birch (3X) Case Finish : Source Laminate (~Source) Source Laminate : Ivory Birch (3X) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K) Item Special: List Discount: 61%	1	\$0.00	\$0.00	\$0.00
Line: 15 312-32A	Via , Inc - Seating catalog Vista II mesh back chair, black frame, arms. Tag1: Melinda Item Finishes & Options:	4	\$691.00	\$331.68	\$1,326.72

Item No.	Item Description	Qty	Item List	Item Sell	Ext Sell
	Choose your textile grade. : Grade 1 textile. (GR-1) Grade 1 textile. : In stock Spradling Silvertex vinyl. (SILVERTEX) In Stock QS and graded in colorways. : QS Silvertex Jet. (JET) Do you want ganging brackets for your chairs? : No. (~) Do you want to add casters? : Black casters. (WH) Select your frame finish. : Black with black glides. (B) Color of mesh selection. : vista black mesh - 01V (01V) How do you want to receive your chair? : Ships fully assembled (standard). (FA) Is this a single chair order? : No, more than 1 of this chair will be ordered. (~)				
	Item Special:				
	List Discount: 52%				
Line: 16	Inside The Lines - Dealer Services	12	\$0.00	\$75.00	\$900.00
	Receiving, Delivery & Install				
	Item Special:				
	List Discount: 100%				
Line: 17	Lightcorp - Small Order Fee	1	\$0.00	\$25.00	\$25.00
	Lightcorp Small Order Fee				
	Item Special:				
	List Discount: 100%				

Misc Items.....\$8,574.82

Subtotal.....\$8,574.82

Total Amount.....\$8,574.82

Thank you for your business!

-
- Pricing quoted does not include storage beyond scheduled install date, storage fees may apply
 - Credit Card transactions are subject to a 3.5% processing fee
 - Inside The Lines is not liable for delays during shipping
-

Accepted by: _____ Date: _____

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

6th

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 C000717 (175-123124SS) with ATMAX Equipment Co. for the purchase of MowerMax Equipment and Repair Parts.

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

Done this 6th 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

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Road and Bridge Fleet Maintenance Operations
Person Requesting	Robert Sapp, Fleet Operations Superintendent
Date Requested	January 5, 2024
Contact Phone Number	573-228-1146

UPON THE COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL:

Signature: [Signature] Date: 1/8/24

SOLE SOURCE NUMBER:

175-12312455
(Assigned by Purchasing)

COMMISSION APPROVAL:

Signature: [Signature] Date: 2/2/24

Expiration Date: 2024 through DEC. 31, 2024

One Time Purchase (check)

Vendor Name	ATMAX Equipment
Vendor Address	6902 E. 7 TH Ave, Tampa, Florida, 33619
Vendor Phone and Fax	813-634-1111
Product Description	Equipment repair parts
Estimated Cost	12,000
Department/Account #s) / Amt. Budgeted	2042-23035/ \$170,675

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
 - X Only Known Source-Similar equipment or material not available from another vendor
 - X Equipment or materials must be compatible with existing equipment.
 - Immediate purchase is necessary to correct situations threatening life/property.
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by a physician.
 - Used Equipment - Within price set by one/two appraisal(s) by a disinterested party(ies)
 - Other - List (attach additional sheets if necessary)

2. Briefly describe the commodity/material you are requesting and its function.
Manufacturer Specific parts e.g. body parts, windows and attachments
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
These units are built by smaller companies therefore no aftermarket sources for some parts.
4. What research has been done to verify this vendor as the only known source?
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 Yes (please attach a list of known sources)
 No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
YES, These are manufacturer specific parts, not available from anywhere else.
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
Unknown at this time, this is a new Brand of equipment for us, and we have no historical data to project from. However the previous brand we have sole source on for the same type products
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state the previous purchase order number(s).
Competitive bid. One additional purchase of boom arm replacement \$5300
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)
Please provide document numbers.
10. What are the consequences of not securing this specific commodity/material?
Delays in equipment repair, therefore delays in road maintenance
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?
This would be for the entire life cycle of the equipment, approximately 10 Years

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 16, 2024
RE: Contract: C000717 from Sole Source 175-123124SS for MowerMax Equipment for the Boone County Road and Bridge Department with ATMAX Equipment Co.

Attached for approval is award of contract C000717 from County Sole Source #175-123124SS. The Sole Source Request Form 175-123124SS is also included and requires Commission approval and signature.

This is a Sole Source purchase for MowerMax Equipment for Boone County Road and Bridge from ATMAX Equipment Co. of Tampa, FL.

The single feasible source has been advertised in both the Missouriian and the Columbia Tribune. No other vendors have come forth to indicate that they are able to provide this equipment.

The contract period will run from Date of Award through December 31, 2024.

This will be a Term and Supply contract paid from department 2042 – Road & Bridge Equipment Maintenance Operations, account 23035 – Road & Bridge Fleet and Equipment Maintenance Operations Repair/Maintenance Supplies.

cc: Greg Edington, Robert Sapp, Boone County Road and Bridge Contract File

**PURCHASE AGREEMENT
FOR
MOWERMAX EQUIPMENT AND REPAIR PARTS
TERM AND SUPPLY**

THIS AGREEMENT, County contract **C000717**, awarded from Sole Source number 175-123124SS, dated the 6th day of February 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **ATMAX Equipment Co.** 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 #C000717** for **MowerMax Equipment and Repair Parts** and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents incorporated herein by reference. If not attached, service or product data, specifications, and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file. In the event of a conflict between any of the foregoing documents, this Purchase Agreement and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with MowerMax Equipment and repair parts as needed.
3. **Contract Period** – The contract period is **from the Date of Award through December 31, 2024, with Four (4) additional one-year renewals.**
4. **Delivery** – The Vendor agrees to deliver equipment as outlined in the bid documents and within 30 days after receipt of the order. Delivery shall be to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201. If delivery is not or cannot be made within this period, the contractor must receive written authorization from the Boone County Road & Bridge Department for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable.

All deliveries shall be made **FOB Destination with freight prepaid and charged back.** The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the freight bill should be attached to the invoices as evidence of correct freight billing.
5. **For Fixed Asset Tracking** – Send a list of the equipment described in each order, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of the purchase order.
6. **Warranty** – The standard manufacturer warranty shall be provided to the County at the time of the County's acceptance.
7. **Billing and Payment** - All billing shall be invoiced to the Boone County Road and Bridge Department at 5551 S. Tom Bass Road, Columbia, MO, 65201. The invoice must reference the Purchase Agreement number stated in paragraph 1. Billings may only include the prices

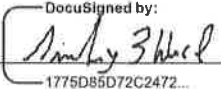
listed on the quote. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; 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.

8. ***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.
9. ***Termination*** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
 - b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
 - c. Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
 - d. If appropriations are not made available and budgeted for any calendar year.

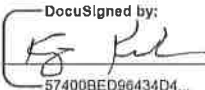
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

ATMAX EQUIPMENT CO.

BOONE COUNTY, MISSOURI

By  _____
1775D85D72C2472...
Title President

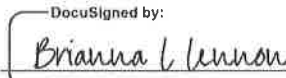
By: Boone County

 _____
57400BED96434D4...
Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

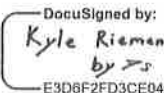
ATTEST:

 _____
7D71DEAEB9D74DD...
CJ Dykhouse, County Counselor

 _____
D267E242BFB948C...
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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

 _____
E3D8F2FD3CE04B1...
Signature 1/29/2024 Date 2042/23035 Term and Supply Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.
17. Should an audit of the Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with the bid/proposal response are manufactured or produced outside the United States, this **MUST** be noted on the Bid/Proposal Response Form, or a Memo attached.
19. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, the Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
20. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
21. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.
22. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
23. The resulting agreement may be extended beyond the expiration date by order of the County on a month-to-month basis if the County cannot re-bid and/or award a new contract before the expiration date.
24. The County as a public governmental body is subject to the Missouri Sunshine Law (Chapter 610 RSMo) and will comply with requests for documents in accordance with that law.

60 -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

6th

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 Budget Amendment for Department 4130 to establish a budget to transfer \$5 million dollars from the General Fund that was reserved for the Law Enforcement Training Center capital project and establish budget for architect fees.


Done this 6th 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

GENLSCR BOONE GENERAL LEDGER INQUIRY MAIN SCREEN 1/16/24 08:17:17
 Year 2024 Opening Balance 5,335,000.00
 Fund 100 GENERAL FUND Actual YTD Credits
 Acct 2931 FUND BALANCE RESERVED Actual YTD Debits
 Account Type Q EQUITY
 Normal Balance C CREDIT Current Balance 5,335,000.00

Period	Debits	Credits	Current Balance
January			5,335,000.00
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Post Closing			

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

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Boone County Contract #C000708

Effective the _____ day of _____, 20____, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Peckham & Wright Architects, Inc. d/b/a PWArchitects, Inc.

Project/Work Description: Architectural and Engineering Services Proposal for Boone County Sheriff's Office Regional Training Facility.

Proposal Description: Architectural, Engineering, and geotechnical Services Proposal for Boone County Sheriff's Office Regional Training Facility per proposal dated December 5, 2023.

Modifications to Proposal: Fees and expenses shall not exceed **\$914,880.00** without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

PECKHAM & WRIGHT ARCHITECTS, INC.
PW Architects, Inc.

BOONE COUNTY, MISSOURI

By _____
Erik Miller, AIA, Vice President

By _____
Presiding Commissioner

Dated: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

County Attorney

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.)

4136-71211 / \$914,880.00

Signature

Date

Appropriation Account

501-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} en.

October Session of the October Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the

31st

day of

October

20

23

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement with the Missouri Department of Public Safety for the state's funding of a portion of the new Sheriff's regional training facility project.

The terms of the Agreement are set out in the attached and it is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 31st day of October 2023.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick

Kip Kendrick
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Jane M. Thompson

Jane M. Thompson
District II Commissioner

**AGREEMENT BETWEEN
BOONE COUNTY, MISSOURI AND
MISSOURI DEPARTMENT OF PUBLIC SAFETY
FISCAL YEAR 2024**

This Agreement (“Agreement”) is entered into by and between the Missouri Department of Public Safety (“DPS”) and Boone County, Missouri (“Recipient”). (DPS and the Recipient are jointly referred to herein as “Parties” or individually as “Party”).

WHEREAS, the Missouri General Assembly appropriated funds to DPS in House Bill 20, Section 20.573, Fiscal Year 2024, (“Legislation”) from General Revenue (Fund Number 0101) in the amount of \$4,000,000.00 for the planning, design, maintenance, and construction of a regional training facility for law enforcement (“Appropriation”); and

WHEREAS, DPS intends to authorize payment to Recipient pursuant to the Appropriation;

NOW WHEREFORE, DPS and Recipient agree to the following terms and conditions:

General Terms and Conditions

1. This Agreement shall be effective as of the date of the signature last set forth below, and shall continue until June 30, 2024, or until any planning, design, maintenance, and construction funded in whole or in part by the Appropriation is complete, whichever is later, unless terminated as set forth below.
2. Any request for payment pursuant to this Agreement must be received by the designated DPS point of contact by 5:00PM on June 15, 2024. Failure to adhere to this deadline, to include providing all necessary documentation along with the request, will result in the denial of funds.
3. The appropriateness of expenditures shall be determined by DPS.
4. Prior to submitting any request for payment pursuant to this Agreement, Recipient shall submit documentation showing to DPS’s satisfaction an appropriate intended use of the Appropriation funds and compliance with this Agreement and the Legislation. Such documentation shall include, but is not limited to, contract(s) entered into by Recipient or Subrecipient, or agreements between the Recipient and Subrecipient, for the work.
5. Recipient shall submit invoices or other form of requests for payment to DPS as directed. Recipient may request payment of the Appropriation funds in installments, after the work to be funded by the Appropriation is performed or goods are received, but no more than monthly. Each invoice or request for payment shall be accompanied by supporting documentation showing to the satisfaction of DPS what materials or services Recipient is requesting reimbursement for,

including, but not limited to, a copy of invoice(s) from the Recipient's contractor(s) and, if payment has already been made, evidence of payment. Each invoice or other form of request for payment shall include a spreadsheet, to be provided by DPS, updated throughout the project and supporting documentation showing to the satisfaction of DPS.

6. Prior to distribution of the Appropriation funds, either Party may terminate this Agreement at any time by giving written notice to the other Party at the address designated below. After distribution of the Appropriation funds, this Agreement may not be terminated except in the event of breach of these terms and conditions. Upon termination of the Agreement, Recipient agrees to return any portion of the Appropriation that has not already been spent pursuant to the terms of the Agreement.
7. Recipient understands and agrees that the Appropriation amount may be reduced unilaterally by DPS or the State of Missouri due to unavailability of funds or reduced appropriation authority, including, but not limited to, withholdings made pursuant to Mo. Const. Art. IV, sec. 27. Recipient further understands and agrees that neither DPS nor the State of Missouri shall be liable for any costs, injuries, or other damages caused by or related to a lack of funds, insufficient appropriations, or withholdings.
8. Recipient understands and agrees that the Appropriation funds shall be used solely for the public purpose(s) set forth in the Legislation and approved by DPS. Use of the Appropriation funds for any other purpose by Recipient or by any entity to which Recipient grants any portion of the Appropriation funds ("Subrecipient") will constitute a material breach of this Agreement, and shall require Recipient to repay that portion of the Appropriation funds used improperly.
9. DPS will make payment to Recipient upon receipt from Recipient of an invoice or invoices and documentation showing to DPS's satisfaction an appropriate intended use of the Appropriation funds and compliance with this Agreement. Such documentation shall include, but is not limited to, any contract(s) for planning, design, maintenance, and construction entered into by Recipient and/or Agreements with intended Subrecipients. The invoice(s) shall contain a reference to the Legislation by title and applicable section.
10. Recipient agrees that it will maintain records related to the Appropriation for a period of no less than five (5) years after this Agreement expires. Recipient agrees that DPS and any governmental representatives shall have access to any and all receipts, contracts, books, documents, papers, memorandum, communication, and other records of Recipient for the purpose of auditing or examining Recipient's use or granting of Appropriation funds and compliance

with this Agreement and applicable law. Recipient further agrees that any costs to resolve or ameliorate any non-compliance noted by governmental representatives shall not be reimbursed by DPS or the State of Missouri and shall be the sole responsibility of Recipient.

11. Recipient agrees that it and any Subrecipient will comply with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, the following:
12. Recipient and any Subrecipient shall comply with all civil rights and anti-discrimination laws, and further agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, age, disability, or veteran status.
13. Any planning, design, maintenance, or construction in whole or in part with Appropriation funds shall comply with the Americans with Disabilities Act and its implementing regulations and standards, and with all applicable building codes and standards of any authority having jurisdiction.
14. Because the planning, design, maintenance, and construction involves the use of public funds, Recipient and any Subrecipient shall require its contractors and subcontractors to comply with Missouri's Prevailing Wage Law, sections 290.210 to 290.340, RSMo, if the planning, design, maintenance, or construction constitutes a "public work" under section 290.210(9), RSMo. and 8 CSR 30-3.020 and any workers on the project are employed by or on behalf of any public body as defined in section 290.210(8), RSMo.
15. Neither DPS nor the State of Missouri is or shall be a party to any contract entered into by Recipient or any Subrecipient using Appropriation funds, and neither DPS nor the State of Missouri shall be subject to any obligations, liabilities, or agreements to the contractor or any other party as a result of such contract or this Agreement.
16. Recipient agrees to waive, release, indemnify and hold harmless DPS and the State of Missouri from all liabilities, charges, expenses, to include attorney fees, and any costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses resulting from or related to the Appropriation and any planning, design, maintenance, or construction funded in whole or in part from the Appropriation.
17. Any request for information or communications required by this Agreement shall be made to the designated point of contact below:

DPS point of contact:

Courtney Kawelaske
1101 N. Riverside Drive
Jefferson City, MO 65102

Phone: (573) 751-5427
Email: Courtney.Kawelaske@dps.mo.gov

Recipient point of contact:

Kip Kendrick, Presiding Commissioner
801 E Walnut St, Rm 333
Columbia, MO 65201


Phone: 573-886-4305
Email: kkendrick@boonecountymo.org

Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the latest date of the signature by the parties.


Boone County, Missouri

By:


Kip Kendrick, Presiding Commissioner
Boone County, Missouri

10/31/2023
Date

Attest:


Brianna L. Lennon, County Clerk

Acknowledged:


Kyle Rieman, County Auditor

Missouri Department of Public Safety

By:


SANDY KARSTEN, Director
Missouri Department of Public Safety

11-06-2023
Date