

4/35 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 25

County of Boone

} ea.

In the County Commission of said county, on the

9th

day of September

20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the final plans, Item A, and does receive and accept the plats, items C, and D, as listed in the attached consent agenda (Attachment A), and authorizes the Clerk to insert the associated staff reports into the minutes of this meeting as if read verbatim.

Attachment A:

- A. Request by CKL Property to approve a Final Development Plan for 7400 I-70 Drive SE on 4.10 acres located at 7400 I-70 Drive SE, Columbia. Columbia Township.
- B. Trevor & Ambers Ranch Plat 1. A-2. S11-T50N-R13W. Perche Township. Trevor & Amanda Till, owners. James Patchett, surveyor.
- C. Clear Creek Estates Plat 2. A-2. S6-T47N-R12W & S1-T47N-R13W. Rock Bridge Township. William & Morgan Montgomery, owners. Jay Gebhardt, surveyor.

Done this 9th day of September 2025.

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

Staff Report for County Commission
RE: P&Z Agenda Items
September 9, 2025

The Planning and Zoning Commission reviewed Agenda Items 1 and 2 at its August 21, 2025, meeting. The minutes of that meeting and the Boone County Zoning and Subdivision Regulations are incorporated into the record of this meeting.

1. Consent Agenda – Final Plan and Plats

Regarding the Consent Agenda, the final plan, Item A was approved by consent and is presented for your approval. The plats, Items C, and D were approved by consent and are presented for your receipt and acceptance. I request that you waive the reading of the staff reports and authorize the Clerk to insert them into the minutes of this meeting as if read verbatim.

- A. Request by CKL Property to approve a Final Development Plan for 7400 I-70 Drive SE on 4.10 acres located at 7400 I-70 Drive SE, Columbia.

The subject property is located at the immediate eastern corner of the intersection of Sunny Vale Dr and I-70 Drive SE. The property is 4.10-acres in size and comprises Lots 125, 126, 127 of Sunrise Estates.

The eastern half of the property (Lots 125 & 126) was rezoned in 2011 from Single Family Residential (R-S), to Planned General Commercial (C-GP) with allowed uses limited to a display lot or parking lot. The western half of the property is zoned General Commercial (C-G) and is an original 1973 zoning.

A request to rezone the entire property to Planned Light Industrial (M-LP) with an accompanying review plan was presented to the Planning & Zoning Commission on October 17, 2024, where it was tabled. It was reconsidered at the November 21, 2024 meeting and denied. That denial was appealed to the Boone County Commission, which approved the rezoning under Commission Order 615-2024 on December 19, 2024.

This proposal is the M-LP Final Development Plan, that implements the zoning and review plan, conceptually approved under Commission Order 615-2024.

The surrounding zoning is as follows:

- North – (Across I-70) Agriculture 2 (A-2)
- East – R-S
- South – Residential Moderate Density (R-M) & R-S
- West – R-S

The property contains a 1960s-era commercial building and a non-conforming billboard. In 2024, the Boone County Board of Adjustment (BOA) granted a conditioned variance for the building's encroachment into the required 25-foot perimeter setback. The variance includes an "As-Is-Where-Is" provision.

The property scored 70 points on the rating system.

The Boone County Zoning Ordinance, Section 6.2.14, identifies 3 criteria for approval:

- All the required information is accurately portrayed on the Plan
- The Final Plan conforms to the approved Review Plan
- The Final Plan demonstrates compliance with all conditions which the County Commission may have imposed on the Final Plan

Per Commission order 615-2024, the conditions are summarized as follows:

1. All sewer service agreements and documentation must be completed to the satisfaction of the BCRSD and the Director of Resource Management prior to Final Plan submission.
2. The owner must comply with all Boone County Fire Protection District requirements and allow reasonable access for periodic inspections.
3. Access to Sunny Vale Drive must remain gated and locked at all times, except for emergency services or semi-truck deliveries using the loading dock.
4. When the west driveway access is closed by the Missouri Department of Transportation, the access to Sunny Vale Drive will also be closed until improvements to Sunny Vale Drive are completed to the satisfaction of the Director of Resource Management.
5. A detailed Landscaping Plan, including species, size, and replacement provisions for screening along the six-foot security fence on I-70 Drive SE, must be submitted and approved by the Director of Resource Management prior to Final Plan submission.
6. Stormwater controls must be installed and completed in compliance with previously approved plans and to the satisfaction of the Director of Resource Management.

After resubmittal, staff finds that the Final Development Plan satisfies all conditions established under Commission Order 615-2024.

Staff recommended approval of the final plan.

B. Trevor & Ambers Ranch Plat 1. A-2. S11-T50N-R13W. Perche Township. Trevor & Amanda Till, owners. James Patchett, surveyor.

The subject property is located off N Simms Road, approximately 700 feet east of the intersection with N Hopper Road. The property contains a single-family dwelling and an onsite wastewater lagoon. It is zoned Agriculture 2 (A-2) and is surrounded by A-2 zoning on all sides.

The proposal is to combine lots 1 through 7 of Lakelure Development and the right of way for Bow Drive into a single 5.35-acre lot.

The property has frontage along N Simms Road, a publicly maintained roadway, with access provided by an existing driveway. The applicant has requested a waiver from the traffic study requirement. Since the plat will not create additional traffic sources, granting the waiver is appropriate.

Utilities and services are provided as follows:

- Water: Public Water Supply District #10
- Power: Boone Electric
- Fire Protection: Boone County Fire Protection District (Station 7, approx. 5.3 miles away).

An onsite wastewater lagoon serves the existing home. An onsite wastewater plan was submitted concurrent to the plat demonstrating an area for a replacement onsite wastewater lagoon if needed. The applicant has submitted a request for a waiver from the sewer cost benefit analysis. No additional residential development is proposed by this plat. There is no publicly operated sanitary sewer facility nearby. Granting a waiver is appropriate in this case.

Lots 1 through 7 of Lakelure Development and the right of way for the unbuilt Bow Drive was approved for vacation by County Commission order #335-2025. The approval of the vacation request is conditioned on the property being replatted. Approval of this plat will satisfy this condition.

The property scored 23 points on the rating system

Staff recommended approval of the plat and granting of waivers.

- C. Clear Creek Estates Plat 2. A-2. S6-T47N-R12W & S1-T47N-R13W. Rock Bridge Township. William & Morgan Montgomery, owners. Jay Gebhardt, surveyor.

The subject property is located at the southern end of Adelaide Court, approximately $\frac{3}{4}$ of a mile to the south and east of the city limits of Columbia. The property is composed of 3 lots platted as part of Clear Creek Estates, with a total size of 8.04 acres. The lots are currently vacant. The property is zoned Agriculture-2 (A-2), and has A-2 zoning to the north, south, east and west. This is all original 1973 zoning.

The proposal seeks to reconfigure these three platted lots into two larger lots.

The lots have direct access to Adelaide Court, a publicly dedicated, publicly maintained roadway. The decrease in number of dwellings on this cul-de-sac will decrease traffic in this cul-de-sac. The applicant has requested a waiver to the traffic study requirement and granting such a waiver is justified.

Utilities and services are provided as follows:

- Water: Consolidated Public Water Service District #1
- Power: Boone Electric Cooperative
- Fire Protection: Boone County Fire Protection District
- Sewer: Boone County Regional Sewer District (upon development)

All necessary services are available for development of the subject property. The property scored 78 points on the rating system.

Staff recommended approval of the plat and granting the requested waiver.

436-2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 25

In the County Commission of said county, on the 9th day of September 20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with Ford Hotel Supply Company, Inc. d/b/a Ford Restaurant Supply for Contract C001033 – Commercial Food Service Equipment to act as the secondary supplier from the State of MO cooperative agreement CC250004002.

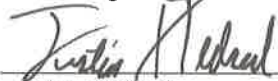
The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 9th day of September 2025.

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: August 22, 2025
RE: Cooperative Contract Award: C001033 (State of MO cooperative contract CC250004002) – Commercial Food Service Equipment with Ford Restaurant Supply as the Secondary Contractor

The Boone County Childcare Center requests permission to utilize the State of Missouri cooperative contract CC250004002 to purchase commercial food service equipment. The county contract number is C001033.

Ford Hotel Supply Company, Inc., d/b/a Ford Restaurant Supply is the secondary contractor. The primary contractor is Cook's Direct. In the event the primary contractor is unable to provide the required equipment due to unavailability, the County will contact the secondary contractor.

This is a Term & Supply contract.

cc: Contract File

**PURCHASE AGREEMENT
FOR
COMMERCIAL FOOD SERVICE EQUIPMENT - TERM AND SUPPLY
(Secondary Supplier)**

THIS AGREEMENT, County Contract #C001033 dated the 10th day of September 2025 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Ford Hotel Supply Company, Inc. dba Ford Supply Company** herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Commercial Food Service Equipment**, in compliance with all bid specifications and any addenda issued for the **State of Missouri Contract CC250004002**, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Contract **CC250004002** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. Contract Duration - This agreement shall commence on **November 1, 2025 and extend through October 31, 2026**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **one (1) additional one (1) year periods**.

3. Purchase - The County agrees to purchase on an as needed, if needed basis from the Contractor, and the Contractor agrees to supply the County with Commercial Food Service Equipment as specified in State of Missouri's contract **CC250004002** and as specifically quoted for the ordering Boone County office or department. Contractor has been selected for award as the **Secondary Supplier**.

Multiple contracts exist. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in its best interest to seek performance from the secondary supplier. The County's decision will be based upon the ability of the primary supplier to supply acceptable goods/and or services within the County's time requirements. The County's decision to utilize the secondary supplier shall be final and conclusive.

Manufacturer Discounts from List

<u>Line Item</u>	<u>Manufacturer</u>	<u>Discount</u>
1	Baxter	25%
2	Cambro	50%
3	Cleveland	50%
4	Duke	55%
5	Edlund	50%

6	Frymaster	50%
7	FWE	50%
8	Hobart	30%
9	Kolpack	45%
10	Lakeside	50%
11	Manitowoc	57%
12	Metro	50%
13	Robot Coupe	20%
14	Scotsman	57%
15	Sharp	50%
16	T & S Brass	35%
17	True	67%
18	Vollrath	50%
19	Vulcan	62%
20	Winco	62%

4. Manufacturer’s Price Lists/Catalog: Upon the County needing equipment, the County will contact the contractor and request a copy of the contractor’s current manufacturers’ price lists/catalog. The contract shall provide price lists for all commercial food service equipment manufacturers listed in the contract.

5. Equipment Quotations and Ordering: The contractor must provide a written quotation to County for the requested equipment. The written quotation shall list all options required by the County and shall include itemized pricing for each component/option based on the contracted discount referenced in the pricing for each manufacturer. The Contractor should be able to provide a list of all the contractor’s in-stock equipment. The contractor shall impose no minimum order quantity on any order. Invoice shall list both the list price and the County’s discounted price.

6. Maintenance/Repair Services: Contractor shall offer maintenance and repair services of equipment. Contractor shall provide maintenance service within three (3) business days of the notification by the County. The contractor or the manufacturer’s representative shall dispose of all used oil and/or Freon according to all applicable Environmental Protection Agency (EPA) regulations.

7. Returns & Credits/Restocking Fees: The contractor must provide credit on commercial food service equipment within two (2) business days of the receipt of returned equipment. Credit shall be applied through a credit invoice.

The contractor has the option of applying a restocking fee, however, the contractor must not charge the restocking fee in the case where the product is not the product ordered or is otherwise defective or past agreed-to delivery time frames.

8. Delivery: In-stock equipment ordered by 3:00 p.m. central time must be received by the County within five (5) business days. Out-of-stock equipment must be delivered as soon as possible, and the contractor must promptly notify the County of the anticipated delivery date.

9. Billing and Payment - All billings shall be invoiced to the ordering Boone County Department or Office, and billings may only include pricing consistent with the terms of contract and as specified in the County quote. The County agrees to pay all invoices within thirty days of receipt following successful performance of service; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

10. 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.

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

12. Termination - This agreement may be terminated by the County upon thirty (30) 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.

**FORD HOTEL SUPPLY COMPANY, INC.
d/b/a FORD RESTAURANT SUPPLY**

By 
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Title PM

BOONE COUNTY, MISSOURI

By: Boone County Commission


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Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:


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CJ Dykhous, County Counselor

ATTEST:


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Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by:
Kyle Pison
No Encumbrance Found
EB91DB24AAAC49D...

8/25/2025

Term & Supply

Signature

Date

Appropriation Account

4/31 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the 9th day of September 20 25


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

Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C001031 from RFP 14-03JUN25 for Consulting Services for the Boone County Children's Services Board Strategic Plan with Cynthia Joan Berry of Lithia, Florida for the Boone County Children's Services Board.


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

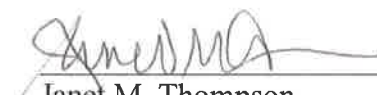
Done this 9th day of September 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: August 28, 2025
RE: Award Contract C001031 from RFP 14-03JUN25 – Consulting Services for the Boone County Children’s Services Board Strategic Plan for the Boone County Children’s Services Board

Purchasing requests approval for the award of contract C001031 from County RFP 14-03JUN25 for the Boone County Children’s Services Board Strategic Plan for the Boone County Children’s Services Board. Five proposals and two “No Bids” have been received.

- 1) Cynthia Joan Berry who submitted her proposal initially under the name of GUIDE Research & Impact LLC of Lithia, Florida
- 2) JMO Communications LLC of Columbia, Missouri
- 3) Missouri Public Health Institute of St. Louis, Missouri
- 4) Remedy HealthCare Consulting LLC of Kansas City, Missouri
- 5) Partner for Better of Columbia, Missouri
- 6) Insights Into Impact of St. Louis, Missouri (No Bid)
- 7) The Rome Group of St. Louis, Missouri (No Bid)

All proposals were considered by the Evaluation Committee that consists of the Boone County Children’s Services Board. Best and Final Offers were requested consistent with paragraph 4.3 of the cited RFP. The scoring and evaluation narrative follow this memo. The contract will be awarded to Cynthia Joan Berry of Lithia, Florida as the “lowest and best” proposal.

The contract period will run September 01, 2025 through December 31, 2025. It will extend month-to-month as needed.

Payment will reference 2160 – Children Services Fund Community Services Administration/71101 – Professional Services: \$19,000.00

/lp

c: Contract File



**AGREEMENT FOR CONSULTING SERVICES FOR THE BOONE COUNTY
CHILDREN'S SERVICES BOARD STRATEGIC PLAN**
Cynthia Joan Berry

THIS AGREEMENT, Boone County Contract #C001031, dated the 10th day of September, 2025 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board, herein "**BCCSB**" and **Cynthia Joan Berry**.

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

WHEREAS, Cynthia Joan Berry has submitted a complete Request for Proposal Application to the BCCSB detailing the services and other supports to be provided along with the expected cost to Cynthia Joan Berry thereof; and

WHEREAS, the BCCSB has approved the Request for Proposal in whole or in part as hereinafter set forth, including **Best and Final Offer #2** dated 7/24/2025 executed by **Cynthia Joan Berry**, and **Best and Final Offer #1** dated 7/15/2025 executed by **Cynthia Joan Berry**,

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

FUNDING ALLOCATION FOR SERVICES RENDERED BY CYNTHIA JOAN BERRY

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

2. **Contract Documents**. This agreement shall consist of the Request for Proposal #14-03JUN25 (Consulting Services for the Boone County Children's Services Board Strategic Plan) and Cynthia Joan Berry's response to the Request for Proposal, including **Best and Final Offer #2** dated 7/24/2025 executed by **Cynthia Joan Berry**, and **Best and Final Offer #1** dated 7/15/2025 executed by **Cynthia Joan Berry**. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over Cynthia Joan Berry's

Proposal, including **Best and Final Offer #2** dated 7/24/2025 executed by **Cynthia Joan Berry**, and **Best and Final Offer #1** dated 7/15/2025 executed by **Cynthia Joan Berry**.

3. **Purchase.** The BCCSB agrees to purchase from Cynthia Joan Berry and. Cynthia Joan Berry agrees to furnish **Consulting Services for the Boone County Children’s Services Board Strategic Plan** for the Boone County Children’s Services Board, as described and in compliance with the original Request for Proposal and as presented in Cynthia Joan Berry’s said responses as referenced above. Services/deliverables shall be provided as outlined in the attached proposal response(s). The total allowable compensation under this agreement shall not exceed **\$19,000.00** unless compensation for specific identified additional services is authorized and approved by BCCSB in writing in advance of rendition of such services for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the date of contract execution and extend through **December 31, 2025** subject to the provisions for termination specified below.

5. **Billing and Payment.** For Request for Proposal #14-03JUN25 (Consulting Services for the Boone County Children’s Services Board Strategic Plan) Contract, the payments to Cynthia Joan Berry will be made in two installments:

First Installment – upon contract execution	\$9,500.00
Second Installment – submission of final report and executive summary	\$9,500.00
Total	\$19,000.00

The County agrees to pay all monthly invoices within 30 days of receipt of a correct and valid invoice and upon approval of any report due. In the event of a billing dispute, the BCCSB reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of Cynthia Joan Berry, the BCCSB agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The BCCSB shall utilize the Request for Proposal #14-03JUN25 (Consulting Services for the Boone County Children’s Services Board Strategic Plan) Application, including Best and Final Offers #1 and #2, to monitor service delivery and program expenditures. Cynthia Joan Berry agrees to provide Consulting Services that produce the BCCSB Strategic Plan

An Affirmative Action/Equal Opportunity Employer

inclusive of all costs for labor, planning, retreat content development and facilitation, preparation of materials, insurance and consultant time. The County shall not be charged for travel, lodging and meals related to the one-time on-site retreat or as otherwise may be incurred.

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

OTHER TERMS OF THIS CONTRACT

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

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

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

12. **Conflict of Interest.** Cynthia Joan Berry agrees that any conflicts of interest between its Board of Representatives or Cynthia Joan Berry and/or employees and Cynthia Joan Berry shall be appropriately identified and managed.

13. **Subcontracts.** Cynthia Joan Berry may enter into subcontracts for components of the contracted service as Cynthia Joan Berry deems necessary within the terms of the contract. All such subcontracts require the written approval of the BCCSB or their designated representative. In performing all services under the resulting contract agreement, Cynthia Joan Berry shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the

audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

14. *Employment of Unauthorized Aliens Prohibited.* Cynthia Joan Berry agrees to comply with Missouri State Statute section 285.530. Cynthia Joan Berry also agrees that she shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Cynthia Joan Berry shall require each subcontractor to affirmatively state in its Agreement with Cynthia Joan Berry 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.

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

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

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

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

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

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

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

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

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

19. Boone County Insurance Requirements: Cynthia Joan Berry shall not commence work under this contract until Cynthia Joan Berry has obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

Comprehensive General Liability Insurance: Cynthia Joan Berry shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Proof of Coverage of Insurance - Cynthia Joan Berry shall furnish the County with Certificate(s) of Insurance which name the County of Boone – Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

Cynthia Joan Berry shall provide the County with proof of General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of Cynthia Joan Berry in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written

below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to Cynthia Joan Berry.

Professional Liability Insurance: Cynthia Joan Berry is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional insured.

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

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

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

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
5551 S. Tom Bass Road
Columbia, MO 65201

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

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties. Nothing in the insurance procured as required herein shall be interpreted so as to waive any sovereign

immunity, official immunity, or other immunity defense available to County as a political subdivision in the State of Missouri. It is not the County's intent or desire to procure insurance that would operate as a waiver of any such immunity defense.

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

22. 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.

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

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

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

Boone County Community Services
107 N 7th Street
Columbia, MO 65201

Any written notice or communication to Cynthia Joan Berry shall be mailed or delivered to:

Cynthia Joan Berry
15016 Heronglen Drive
Lithia, FL 33547

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

Cynthia Joan Berry

Boone County, Missouri

By: Boone County Commission

By: DocuSigned by:
Cynthia Joan Berry
8FAD9E77597D471...

Signature

DocuSigned by:
Kip Kendrick
574008ED96434D4...

Kip Kendrick, Presiding Commissioner

By: Boone County Children's Services Board

By: Cynthia Joan Berry, Owner/Chief OD Director

Printed Name/ Title

DocuSigned by:
Leigh Spence
450A59A8325D4B3...

Leigh Spence, Board Chair

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

Signed by:
Brianna L. Lennon
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 of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

<small>DocuSigned by:</small> <u>Kyle Rieman</u> <small>E3D8E2FD3CE04B1...</small>	<u>8/28/2025</u>	<u>(2160/71101/\$19,000.00)</u>
Signature	Date	Appropriation Account

4/38 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 25

In the County Commission of said county, on the 9th day of September 20 25

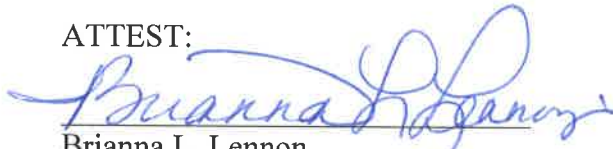
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone, upon the class action counsel's recommendation in connection with the national opioid litigation, does hereby approve the Secondary Manufacturers' settlement participation agreement.

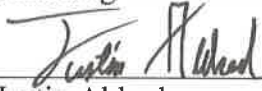
The terms of the agreement are set out in the attached and the Presiding Commissioner is authorized to execute the same. The County Counselor is authorized to upload the executed agreement to the national opioid litigation portal.

Done this 9th day of September 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form
("Combined Participation Form")

Governmental Entity: Boone County	State: MO
Authorized Official: <i>Kip Kendrick Presiding Commissioner</i>	
Address 1: <i>c/o County Counselor 801 E Walnut Rm 211</i>	
Address 2:	
City, State, Zip: <i>Columbia MO 65201</i>	
Phone: <i>(573) 886-4414</i>	
Email: <i>cdykhouse@boonecountyma.org</i>	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viartis Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: Kip Kendrick

Name: Kip Kendrick

Title: Presiding Commissioner

Date: 9/9/2025

