

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the November Adjourned

Term. 20 02

County of Boone

In the County Commission of said county, on the

4th

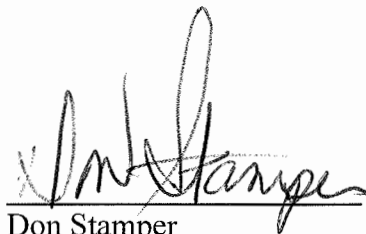
day of November

20 02

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

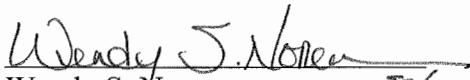
Now on this day, the County Commission of the County of Boone does hereby approve the Boone County Road Improvement/Repair Cooperative Agreement with the Centralia Special Road District. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 4th day of November, 2002.

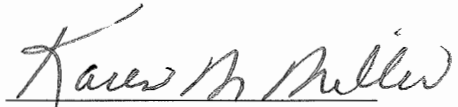


Don Stamper
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner

ABSENT

Skip Elkin
District II Commissioner

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 4TH day of NOVEMBER, 2002 is made and entered into by and between Boone County, Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the Centralia Special Road District, a public entity, herein "District".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial District/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the District has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the District for the improvement and/or repair of District's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the District the sum of Twenty-Four Thousand Three Hundred Dollars (\$24,300.00) for use in the completion of the road improvement and/or repair project specified in the District's Revenue Sharing application for the County fiscal year in which this agreement is entered, said

application being attached and incorporated herein by reference. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing and Revenue Replacement Policies dated 7/23/02 adopted by County under Commission Order # 324-2002, which is fully made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the payment of the funds specified in paragraph 1 above the District agrees to abide by the following terms and conditions:
 - a. The District shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The District agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the District from the County under this agreement have been expended in compliance with this agreement.
 - c. The District agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the District shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.

- e. The District agrees that for any work not performed by the District's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the District in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY, MISSOURI
Boone County Commission

By *Wm Stanger*
Presiding Commissioner

Date: 11-4-02

ATTEST:
Wendy J. Noren
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Jane E. Petchard 10/28/02
Auditor *hjk* Date

2049-71450 +24,300

CENTRALIA SPECIAL
ROAD DISTRICT

By *Harry Ridel*
President

Date: 10-7-2002

ATTEST:
James F. Loughlin
Secretary

APPROVED AS TO FORM:

Maureen R. Gault
District Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

Auditor

Date: _____