

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 10th day of November 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between the Village of Pierpont and Boone County, Missouri to provide snow removal services. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 10th day of November, 2011.

ATTEST:

Wendy S. Noren cc
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner
Skip Elkin
Skip Elkin
District II Commissioner

**BOONE COUNTY / VILLAGE OF PIERPONT
COOPERATIVE AGREEMENT
(Revised August 30, 2011)**

THIS AGREEMENT dated this 10 day of November, 2011, 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 Village of Pierpont, a municipal corporation and political subdivision of the State of Missouri herein "Village".

WITNESSETH:

WHEREAS, Village desires County to provide certain snow removal services to the Village street and

WHEREAS, the County is willing to provide certain implement weather road maintenance services in order to facilitate an uninterrupted flow of traffic between the Village's road system and the County's road system; and

WHEREAS, County is willing to enter into a cooperative agreement with the Village for the weather event services under certain terms and conditions as set out herein, and

WHEREAS, both parties are empowered to enter into cooperative agreements 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. County will provide services relating to inclement weather events, including but not limited to road pre-treatment, plowing and clean-up blading, consistent with the level of service provided to similar, primary roads within the County, to the one (1) road within the Village which is contiguous to existing County plow routes as of the date of this agreement.

2. The village agrees to cooperate with any audit by the County or associated auditor upon request.
3. Village further agrees that it 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.
4. 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.
5. This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors in interest.
6. This agreement may be terminated by either party upon thirty (30) days written notice to the other party.

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
 By: 
 Daniel R. Atwill
 Presiding Commissioner

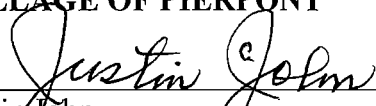
Date: 11/10/2011

ATTEST:


 Wendy Noren, County Clerk

APPROVED AS TO FORM:


 CJ Dykhouse, County Counselor

VILLAGE OF PIERPONT
 By: 
 Justin John
 Chair, Board of Trustees

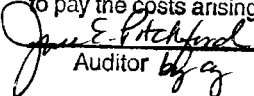
Date: 9-28-2011

ATTEST:


 City Clerk

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.

 11/7/11 No Encumbrance
 Auditor by ag Date Regard