

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the

22nd

day of

August

20 19

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

Now on this day, the County Commission of the County of Boone does hereby accept an updated letter of credit (Credit No. 2100705028) issued by Landmark Bank in the amount of \$132,320 in support of the Development Agreement for Toalson Estates Subdivision as set forth in Commission Order 321-2017.

Done this 22nd day of August 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

[Signature]
Daniel K. Atwill

Presiding Commissioner

[Signature]
Fred J. Parry
District I Commissioner

Absent
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the 20th day of July 20 17

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 Toalson Estates Subdivision Development Agreement and related exhibits.

It is furthered ordered the Presiding Commission is hereby authorized to sign said Development Agreement.

Done this 20th day of July, 2017.

ATTEST:

Art Auer
Art Auer
Interim Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner

Absent

Janet M. Thompson
District II Commissioner



IRREVOCABLE LETTER OF CREDIT

NO. 2100705028

DATE: July 17, 2019

Amount: \$132,320.00

Developers: Williams N. Toalson, as Trustee of the Gara W. Toalson Revocable Indenture of Trust dated January 7, 1985; Williams N. Toalson and Vickie K. Toalson, husband and wife; and Gara Ann Martin, as Trustee of the Gara Ann Martin Revocable Trust dated August 9, 2000.

Beneficiary: County of Boone
Attn: Director, Boone County Resource Management
801 E Walnut St., Rm. 315
Columbia, MO 65201

Ladies and Gentlemen:

At the request and for the account of Developers, Landmark Bank, a banking association, issues this irrevocable and unconditional Letter of Credit No. 2100705028 ("Letter of Credit") in the amount of \$132,320.00, effective immediately, in favor of Beneficiary, the County of Boone, expiring on November 17, 2019.

Unless otherwise directed by Beneficiary, on November 17, 2019 Landmark Bank will transfer to Beneficiary from Developer's account with Landmark Bank located at 801 E. Broadway, Columbia, MO 65201 the amount of \$132,320.00 to Beneficiary with a cashier's check from Landmark Bank payable to County of Boone, or such other account as then designated by the Boone County Treasurer.

This Letter of Credit may be extended by an agreement to extend, executed by Developers and Beneficiary, and presented to Landmark Bank within the 60-day period prior to the then-effective date of expiration of this Letter of Credit.

Upon our receipt from the Beneficiary, from time to time, of a written reduction certificate in substantially the same form as Exhibit "A", attached hereto, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive that written reduction certificate.



The Letter of Credit sets forth our undertaking in full, and this undertaking shall not in any way be modified, amended, amplified or limited.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 version), The International Chamber of Commerce Publication #500.

Sincerely yours,

By: Steve Tanzey
Print: Steve Tanzey
Title: Sr Vice President

Exhibit "A"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

***Date ***

Landmark Bank
801 E Broadway
Columbia, Missouri 65201
Attention: Steven Tanzey, Senior VP

Re: Landmark Bank Letter of Credit No:
Dated:
In Favor of Boone County, Missouri on behalf of Williams N. Toalson, as Trustee of the
Gara W. Toalson Revocable Indenture of Trust dated January 7, 1985; Williams N.
Toalson and Vickie K. Toalson, husband and wife; and Gara Ann Martin, as Trustee of the
Gara Ann Martin Revocable Trust dated August 9, 2000, of Boone County, Missouri

Sir or Madam:

This certificate authorized reduction in the amount of \$_____ of the above Letter of
Credit. The remaining maximum available credit for this Letter of Credit is \$_____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director, Boone County
Resource Management

Boone County Clerk

Commission Order: _____

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In the County Commission of said county, on the

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

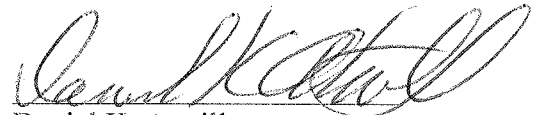
Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Basic Training Agreement between Boone County and Moniteau County.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said K-9 Basic Training Agreement.

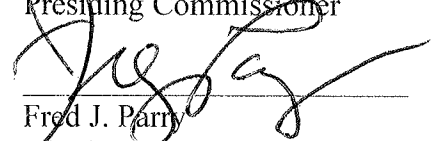
Done this 22nd day of August 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner

Absent

Janet M. Thompson
District II Commissioner

**COOPERATIVE AGREEMENT
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 22 day of August 2019, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Department (BCSD), and Moniteau County MO Sheriff's Department (Agency):

WHEREAS, BCSD can provide K-9 basic training through its certified K-9 training staff; and

WHEREAS, BCSD can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

WHEREAS, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSD's K-9 basic training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSD agrees to provide Agency's K-9 handler and canine basic training by and through BCSD's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to marijuana, cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSD's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Three Thousand Six Hundred Dollars (\$3,600.00) for the training contemplated herein, calculated at a rate of \$90.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$1,800.00, upon execution of this contract and the remaining one-half, or \$1,800.00, after twenty (20) sessions have been completed.

5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 1st day of July, 2019, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).

6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: MONTEAU CO. Sheriff's Office

By: _____

Printed Name: Tony Wheatley - Sheriff

Dated: 08/21/2019

ATTEST:

BOONE COUNTY, MISSOURI

By: _____

Daniel K. Atwill, Presiding Commissioner

Dated: 8.22.19

ATTEST:

Brianna L. Lennon
Brianna L. Lennon, County Clerk

APPROVED – BCSD:

Dwayne Carey
Dwayne Carey, Sheriff

APPROVED AS TO FORM:

C.J. Dykhouse
C.J. Dykhouse, Boone County Counselor

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the K-9 Basic Training
[hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

William Fogelman 12 June 2019

Printed Name of Participant

William Fogelman