

149 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 20

County of Boone } ca.

In the County Commission of said county, on the 26th day of March 20 20

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 by the Information Technology Department to purchase emergency remote connection software as requested in the attached memorandum.

Done this 26th day of March 2020.

ATTEST:

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

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



BOONE COUNTY
Department of Information Technology
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 220
Columbia, MO 65201-4890
573-886-4315

Aron Gish

Director

DATE: March 24, 2020

TO: Dan Atwill, Presiding Commissioner
Fred Parry, District I Commissioner
Janet Thompson, District II Commissioner

FROM: Aron Gish, IT Director

SUBJECT: Request to purchase emergency remote connection software

CC: June Pitchford, County Auditor
Caryn Ginter, Budget Analyst

The purpose of this request is to seek approval to purchase five emergency remote connections software. One will be an additional seat for the Recorder's Office while the other four are not specifically designated.

A budget revision has been prepared to transfer funds from department 1123-(Emergency & Contingency) / account 86800-(Emergency) for the following department 1170-(Information Technology) / account 23810-(Untagged Hardware and Software) to complete the purchase for emergency remote connection software.

Total Purchase: \$2,672.50

Thank you for your consideration.

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March Session of the January Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the 26th day of March 2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the following budget revision from the Information Technology Department to move funds from account 86800 (Emergency) to department 1170 (Information Technology), account 23810 (Untagged Hardware & Software) to complete the purchases for emergency remote connection software.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency & Contingency	Emergency	2,673	
1170	23810	Information Technology	Untagged Hardware & Software (5)		2,673
				2,673	2,673

Done this 26th day of March 2020.

ATTEST:

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

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

QUOTE CONFIRMATION



DEAR RYAN IRISH,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LHZD467	3/24/2020	BOONE031920	8935081	\$1,970.25

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Citrix Virtual Apps and Desktops Advanced Edition - license + Subscription</u> Mfg. Part#: 3013059-EZ UNSPSC: 43233006 Start Date - 3.24.2020 End Date 3.23.2021 Contract: Sourcewell RFP 081419 Tech Catalog - Software (081419-CDW) Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	5	3625750	\$303.38	\$1,516.90
<u>Citrix Support Software Maintenance - technical support - for Citrix XenDes</u> Mfg. Part#: 4034317-EZ UNSPSC: 81112202 Start Date - 3.24.2020 End Date 3.23.2021 Contract: Sourcewell RFP 081419 Tech Catalog - Software (081419-CDW) Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	5	3625754	\$90.67	\$453.35

PURCHASER BILLING INFO		SUBTOTAL	\$1,970.25
Billing Address: BOONE COUNTY IT DEPT 801 E WALNUT ST RM 220 COLUMBIA, MO 65201-4890 Phone: (573) 886-4315 Payment Terms: NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$1,970.25
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		
Shipping Address: BOONE COUNTY IT DEPT 801 E WALNUT ST RM 220 COLUMBIA, MO 65201-4890 Phone: (573) 886-4315 Shipping Method: ELECTRONIC DISTRIBUTION			

Need Assistance? CDW•G SALES CONTACT INFORMATION



Tom Doherty

(866) 626-9514

tomdohe@cdwg.com



Pricing Proposal
 Quotation #: 18661687
 Reference #: EA# 62337182
 Created On: Mar-24-2020
 Valid Until: Apr-23-2020

County of Boone

Ryan Irish

Phone: 573-886-4445
 Fax:
 Email: RIrish@boonecountymo.org

Inside Account Manager

Corinne Walsh

290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 1-833-619-1664
 Fax: 1-888-394-5322
 Email: corinne_walsh@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrCAL Microsoft - Part#: 6VC-01252 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: Mar-24-2020 – Apr-30-2022	5	\$140.45	\$702.25
		Total	\$702.25

Additional Comments

Please note: There are items on this quote that are available under contract # CT160910001. These items are marked on the line item level. Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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March Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

26th

day of

March

20 20

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Auditor's Office to cover the cost of the semi-annual association assessments for Unit 1 and 2 of the Boone County/City of Columbia Health Department building.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1190	3821	Non-Departmental	Building Rent		13,843
1190	71500	Non-Departmental	Building Use/Rent Charge		13,843
1410	71500	Public Health Services	Building Use/Rent Charge		13,843
1123	86800	Emergency & Contingency	Emergency	11,370	
				11,370	39,056

Done this 26th day of March 2020.

ATTEST:

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

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

**UOA - Health Department Condo
Assessment Calculation - 2020 Budget
At 01/08/2020**

Revised

Excess Cash Calculation for Budget

Checking account balance @ 06/30/2019	\$ 17,946
Budgeted profit for July - Dec, 2019	\$ 16,242
Subtotal of estimated remaining cash in checking account at end of year	\$ 34,188
Less: Amount of cash to have available in checking account	\$ 10,000
Estimated amount of excess cash at year end	\$ 24,188
Less: Amount of anticipated excess cash to maintain assessments same as last year	\$ 7,280
Amount of remaining cash, if available, that can be placed in Undesignated Reserve	\$ 16,908

Net Operating Loss per Proposed 2019 Budget net of assessments to members **\$ 93,332**

Member Assessment Calculation	Proration	City	County 1	County 2	Total
Unit 1 - City	31.08%	\$ 29,008			\$ 29,008
Unit 1 - County 1410 - 71500	31.08%		\$ 29,008		\$ 29,008
Unit 2 - County 1190 - 71500	37.84%			\$ 35,317	\$ 35,317
Total Assessment Amount for the year	100.00%	\$ 29,008	\$ 29,008	\$ 35,317	\$ 93,332
Divide for Semi-Annual Assessment Amount		2	2	2	2
Semi-Annual Assessment Amount		\$ 14,504	\$ 14,504	\$ 17,658	\$ 46,666

**UOA - Health Department Condo
Assessment Calculation - 2019 Budget
At 07/14/2019**

Original

Excess Cash Calculation for Budget

Checking account balance @ 06/30/2019	\$ 17,946
Budgeted profit for July - Dec, 2019	\$ 16,242
	\$ 34,188
Subtotal of estimated remaining cash in checking account at end of year	
Less: Amount of cash to have available in checking account	\$ 10,000
Estimated amount of excess cash at year end	\$ 24,188
Less: Amount of anticipated excess cash to maintain assessments same as last year	\$ 7,280
Amount of remaining cash, if available, that can be placed in Undesignated Reserve	\$ 16,908

Net Operating Loss per Proposed 2019 Budget net of assessments to members **\$ 56,750**

Member Assessment Calculation	<u>Proration</u>	<u>City</u>	<u>County 1</u>	<u>County 2</u>	<u>Total</u>
Unit 1 - City	31.08%	\$ 17,638			\$ 17,638
Unit 1 - County	31.08%		\$ 17,638		\$ 17,638
Unit 2 - County	37.84%			\$ 21,474	\$ 21,474
Total Assessment Amount for the year	100.00%	\$ 17,638	\$ 17,638	\$ 21,474	\$ 56,750
Divide for Semi-Annual Assessment Amount		2	2	2	2
Semi-Annual Assessment Amount		\$ 8,819	\$ 8,819	\$ 10,737	\$ 28,375
Previous year		\$ 8,625	\$ 8,625	\$ 10,500	\$ 27,750

Year	2020	Original Appropriation	17,638.00
Dept	1410 PUBLIC HEALTH SERVICES	Revisions	
Acct	71500 BUILDING USE/RENT CHARGE	Original + Revisions	17,638.00
Fund	100 GENERAL FUND	Expenditures	
		Encumbrances	
Class/Account	A ACCOUNT	Actual To Date	
Account Type	E EXPENSE	Remaining Balance	17,638.00
Normal Balance	D DEBIT	Shadow Balance	17,638.00

Expenditures by Period

January	_____	July	_____
February	_____	August	_____
March	_____	September	_____
April	_____	October	_____
May	_____	November	_____
June	_____	December	_____

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

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29,008.00 +
 17,638.00 -
 11,370.00 G+

Year	2020	Estimated Revenue	21,474.00
Dept	1190 NON-DEPARTMENTAL	Revisions	
Acct	3821 BLDG RENT	Original + Revisions	21,474.00
Fund	100 GENERAL FUND	Revenues	5,886.16

Class/Account	A ACCOUNT	Actual To Date	5,886.16
Account Type	R REVENUE	Remaining Balance	15,587.84
Normal Balance	C CREDIT		

Revenues by Period

January	5,886.16	July	
February		August	
March		September	
April		October	
May		November	
June		December	

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

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35,317.00 +
 21,474.00 -
 Inc. Revenue 13,843.00 G+

Health Facility Lease Calculation
 Provided by: Boone County Auditor
 Originally Prepared 9/12/2019, Revised 01/13/2020

Description	Section IX		Section VII			Section III		1190-3826 Special Assessments (None) Monthly (TBD mos)	Combined Monthly Payment
	1190-71500	1190-3821	6220-3820			1190-3820			
	Expected or Actual Condo Assessment Unit 2 * Annual	Estimated Reimb. Monthly	Annual Lease Payment for Major Building Components	Estimated Reimb. Monthly		Lease Payment (Ends June 2019)	Reimb. Monthly		
2019 Budget Estimate - Old Lease Ends June 30th, 2019 & New Lease Agreement begins July 1st, 2019.									
2019 January- June	\$ 21,474.00	* \$ 1,789.50	\$ 7,031.00	\$ 585.92	Jan-Jun	\$ 40,812.00	\$6,802.00	\$ -	\$ 9,177.42
2019 July - December	\$ 21,474.00	* \$ 1,789.50	\$ 7,031.00	\$ 585.92	Jul-Dec	\$ 42,000.00	\$7,000.00	\$ -	\$ 9,375.42
					Total for Calendar Year	\$ 82,812.00	6 X \$6,802		
2019 Final	\$ 21,474.00	\$ 1,789.50	\$ 7,031.00	\$ 585.92		\$ 61,812.00	6 X \$7,000		
2019 FHC Payments Made (Jan-Sept)	\$ 16,105.50		\$ 5,273.28			\$ 21,000.00			
2019 Amount Due (Oct-Dec)	\$ 5,368.50		\$ 1,757.72						
2020 Budget - Lease period now runs July 1st through June 30th									
2020 January- June	\$ 35,317.00	* \$ 2,943.08	\$ 7,031.00	\$ 585.92	Jan-Jun	\$ 42,000.00	\$7,000.00	\$ -	\$10,528.00
2020 July - December	\$ 35,317.00	* \$ 2,943.08	\$ 7,031.00	\$ 585.92	Jul-Dec	\$ 42,840.00	\$7,140.00	\$ -	\$10,669.00

* Amounts provided by Kirby Smith, Smith & Associates

Send information to FHC once amounts have been updated for new year with Condo assessment fee provided by Kirby Smith.

Darren Stice - CFO dstice@fhcmo.org
 Gina Cox - Director of Accounting gcox@fhcmo.org

Year	<u>2020</u>	Original Appropriation	<u>21,474.00</u>
Dept	<u>1190 NON-DEPARTMENTAL</u>	Revisions	<u> </u>
Acct	<u>71500 BUILDING USE/RENT CHARGE</u>	Original + Revisions	<u>21,474.00</u>
Fund	<u>100 GENERAL FUND</u>	Expenditures	<u> </u>
		Encumbrances	<u> </u>
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u> </u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>21,474.00</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>21,474.00</u>

Expenditures by Period

January	<u> </u>	July	<u> </u>
February	<u> </u>	August	<u> </u>
March	<u> </u>	September	<u> </u>
April	<u> </u>	October	<u> </u>
May	<u> </u>	November	<u> </u>
June	<u> </u>	December	<u> </u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

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 35,317.00 +
 21,474.00 -
 13,843.00 G+

Jason Gibson

From: Jason Gibson
Sent: Monday, January 13, 2020 10:02 AM
To: 'Gina Swartz'; dstice@fhcmo.org
Cc: June Pitchford
Subject: FW: UOA Board: Proposed Budget and Assessments for your approval
Attachments: PROPOSED BUDGET 2020 at 1-8-20.pdf; Assessment Calculation 2020 Budget 01-08-2020.pdf; 2019-12-31 UOA ATM Lease SIGNED.pdf; PROPOSED BUDGET 2020 at 7-19-19.pdf; Assessment Calculation 2020 Budget 07-19-19.pdf; Condo Fees and Reimb to send to FHC FY20 - Revised budget 01-08-2020.xlsx

Gina, per our conversation, here is the revised assessment calculation. This is based on the most recent revised budget provided by Kirby Smith from 01/08/2020 (attached). The lease payment for Section IX for FY2020 is \$2,943.08 monthly instead of \$1,789.50 as originally presented. I have attached the revised lease calculation which shows the new assessment amounts for FY2020.

Also, in review of the attachments, it appears I missed a communication from Kirby Smith on October 11th on the revised budget assessments for FY2020. I based my original assessment on an earlier proposed budget which was subsequently revised and that communication was missed. I apologize for not providing an corrected assessment prior to this. I've added a revised procedure in our budget processes and year-end checklist to double-check with Kirby before final approval of the budget to confirm these figures are accurate before sending the assessment.

Due to the revised assessment calculation in Section IX, our January payment was short by \$1,153.58 (New assessment amount \$2,943.08 – original assessment payment \$1,789.50). As we discussed, this can be made up with a true-up payment in next month's lease payment.

Thank you and again, I apologize for this miscommunication.

From: Janet Thompson <JThompson@boonecountymo.org>
Sent: Thursday, January 9, 2020 4:57 PM
To: Jason Gibson <JGibson@boonecountymo.org>
Subject: FW: UOA Board: Proposed Budget and Assessments for your approval

FYI—these changes were made so that the maintenance/capital repair work (the big stuff—the siding and later, the roof) on the building would stay on schedule and would cause as little disruption as possible. Everyone on the Board, and the representatives of the “tenants” agreed to the changes when they were discussed.

From: Kirby Smith <kirbydsmith@gmail.com>
Sent: Thursday, January 9, 2020 4:19 PM
To: Carol Rhodes <carol.rhodes@como.gov>; Doug Coley <DColey@boonecountymo.org>; Janet Thompson <JThompson@boonecountymo.org>; Shane Creech <shane.creech@como.gov>
Subject: UOA Board: Proposed Budget and Assessments for your approval

UOA Board,

Per the request from the board at the last board meeting, please find attached the newly revised proposed budget and revised Assessment Chart (dated 1/8/2020) as well as a copy of the previous proposed budget and assessment chart (dated 7/19/2019).

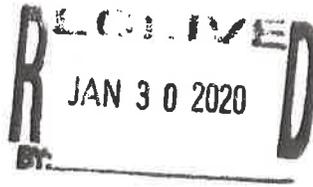
The ATM lease with Central Bank is fully executed for another five years with two, five year options (see attached). Eexcept for the new ATM lease, the proposed budget was approved. In the proposed budget, I had the ATM lease projected to be \$490 per month. The actual rent negotiated by CJ Dykhhouse in the new lease is \$500 per month. Therefore, I changed the ATM rent revenue from \$490 to \$500 per month (\$120 per year) and decreased the annual assessments to the owners by \$120 per year.

If you are in approval of the above referenced revisions, please reply with a "yes" and if you are not in approval then please reply with a "no". If passed, the proposed budget dated 1/8/2020 will be approved for this year and I will mail the bi-annual assessments for the first half of 2020.

If you have any questions, please let me know.

Kirby
573-424-0630

Unit Owners Association Health
 Department C/BC
 c/o Smith & Associates
 P.O. Box 30532
 Columbia, MO 65205



Invoice

Date	Invoice #
1/27/2020	County12720

Bill To
Janet M. Thompson Northern (District II) Commissioner Boone County Government Center 801 E. Walnut Columbia, MO 65201-7732

Project
Unit 1&2 - Boone C...

Description	Amount
Semi Annual Association Assessment for the County Unit 1 of the Unit Owners Association of C/BC Health Department; January thru June 2020	14,504.00
Semi Annual Association Assessment for the County Unit 2 of the Unit Owners Association of C/BC Health Department; January thru June 2020	17,658.00
Your prompt payment is appreciated	
Total	\$32,162.00

152-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

26th

day of

March

20 20

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 Training Agreements between Boone County and the following:

Morgan County – Basic Training

St. Charles City – Basic Training

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

Done this 26th day of March 2020.

ATTEST:

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

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

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

THIS AGREEMENT dated the 26th day of March, 2020, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Department (BCSD), and Morgan County Sheriff's Department, MO (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 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 10th day of February, 2020, 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: Morgan County Sheriff
By: _____

Printed Name: Charles Black

Dated: 2-14-2020

ATTEST:

BOONE COUNTY, MISSOURI

By: Daniel Atwill
Daniel K. Atwill, Presiding Commissioner

Dated: March 26, 2020

ATTEST:
Brianna L. Lennon
Brianna L. Lennon, County Clerk *BKB*

APPROVED - BCSD:
Dwayne Carey
Dwayne Carey, Sheriff

APPROVED AS TO FORM:
C.J. Dykhouse
C.J. Dykhouse, Boone 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 Packard by jj 03/10/2020
Auditor Date
Revenue Only - #2570-3569

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the K-9 Basic Training Course [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

 2-14-2020

Printed Name of Participant



Ord. 20-017

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

THIS AGREEMENT dated the 26th day of March 2020, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Department (BCSD), and St. Charles City Police 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 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 3rd day of February, 2020, 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: _____

City of St. Charles, Missouri



 Daniel J. Borgmeyer, Mayor

ATTEST:

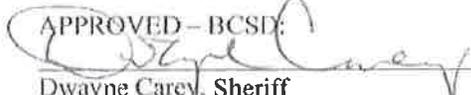

BOONE COUNTY, MISSOURI

By: Daniel Atwill
 Daniel K. Atwill, Presiding Commissioner

Dated: March 26, 2020

ATTEST:

 Brianna L. Lennon, County Clerk DKB

APPROVED – BCSID:

 Dwayne Carey, Sheriff

APPROVED AS TO FORM:

 C.J. Dykhouse, Boone 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.

Gene H. Hestwood by 03/26/2020
 Auditor Revenue Only - #2 2020-3569 Date



Exhibit "A"
INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the _____
[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

 3/3/2020

Printed name/Date

Tyler J. Christeson 3/3/2020