

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

October Session of the October Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the 13th day of October 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 attached Contract Amendment Number One to the Purchase Agreement for the Strategic Opportunity Contract Dated July 7, 2020 between Boone County and the Cradle to Career Alliance.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 13th day of October 2020.

ATTEST:

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

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

**AGREEMENT FOR PURCHASE OF SERVICES****Contract Amendment Number One****Cradle to Career Alliance****Community Services Department**

Now on this day, October 13<sup>th</sup>, 2020, Purchase Agreement for the Strategic Opportunity Contract dated July 7, 2020 made by and between Boone County, Missouri and the Cradle to Career Alliance, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) CHANGE the name of the contract to

***Cradle to Career Alliance Community Services – Brighter Beginnings and any reference to Brilliant Beginnings to Brighter Beginnings***

- 2) CHANGE paragraph **3. Purchase**

**Remove** the sentence “The total allowable compensation under this agreement shall not exceed \$32,560.00 unless compensation for specific identified additional services is authorized and approved by the BCCSB in writing in advance of rendition of such services for which additional compensation is requested.”

**Add** the sentence, “The total allowable compensation under this agreement shall not exceed \$27,720.00 unless compensation for specific identified additional services is authorized and approved by the BCCSB in writing in advance of rendition of such services for which additional compensation is requested.”

- 3) CHANGE paragraph **4. Billing and Payment**

**Remove** the following table:

Service Description	Unit Measurement	Unit Rate	Proposed # of Units	Total Amount Requested
Consultation	1 hour	\$40.00	814	\$32,560.00

**Add** the following table:

Service Description	Unit Measurement	Unit Rate	Proposed # of Units	Total Amount Requested
Consultation	1 hour	\$40.00	693	\$27,720.00

4) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**Cradle to Career Alliance**

By:   
Signature  
By: Crystal Kramer  
Printed Name

**Boone County, Missouri**

By: Boone County Commission

  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

  
County Counselor

ATTEST:

  
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.)

 09/30/2020 2160 / 71106 / \$27,720.00  
Signature Date Appropriation Account

An Affirmative Action/Equal Opportunity Employer

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the 13th day of October 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 Agreement between the Boone County Sheriff's Department and The Curators of the University of Missouri to provide additional safety and security for the period of October 7, 2020 through June 30, 2021.

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

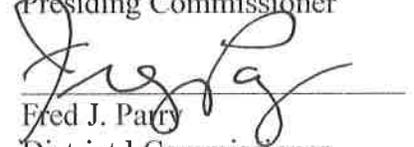
Done this 13th day of October 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## AGREEMENT

THIS AGREEMENT is made and entered into by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, contracting on behalf of its' Police Department at the University of Missouri-Columbia (hereafter "University") and THE BOONE COUNTY SHERIFF'S DEPARTMENT (hereafter "County").

WITNESSETH:

WHEREAS, University is desirous of obtaining assistance in providing safety and security for the period from October 7, 2020 through June 30, 2021.

WHEREAS, County has the personnel and expertise to assist University in its' efforts; and

WHEREAS, the parties deem it to their mutual benefit to set forth the terms of their agreement in writing;

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

1. County will provide appropriately trained personnel and assistance as mutually agreed, when requested, during the period from October 7, 2020 through June 30, 2021.
2. University will consult with County in planning, scheduling and conducting the work to be performed pursuant to this agreement. University's representative for such purposes shall be Interim Chief Brian Weimer or his designee; County's representative shall be Sheriff Dwayne Carey or his designee.
3. University shall compensate County for services rendered pursuant to this agreement at the rate of \$50.00 per hour. County will invoice University of Missouri Police Department, 901 Virginia Avenue, Columbia, MO 65211, or designated location per event, for services rendered at the conclusion of each event during the term of this agreement. Such invoices shall contain sufficient documentation to permit independent verification by University of amounts due.
4. The parties mutually agree that:
  - a. Work conducted under this agreement will be carried out according to procedures which are mutually acceptable to the parties.
  - b. County acts as an independent contractor for the purposes of this agreement, and shall not act as an agent for the University. Nor shall any individuals assigned by County to render services pursuant to this agreement be deemed to be employees of the University for any purposes whatsoever, including but not limited to Social Security, Employment Compensation, Workers Compensation or other insurance.

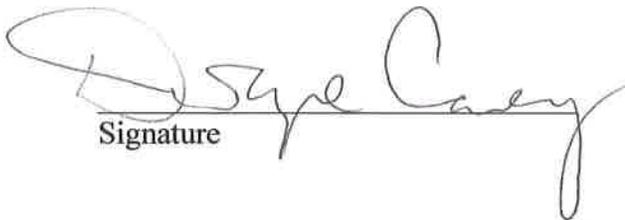
- c. University shall retain overall administrative and professional supervision of individuals rendering services pursuant to this agreement insofar as their presence affects the operations of the University.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the dates below their respective signatures.

THE CURATORS OF THE  
UNIVERSITY OF MISSOURI

BOONE COUNTY

\_\_\_\_\_  
Signature

  
Signature

\_\_\_\_\_  
Title

  
Title

\_\_\_\_\_  
Date

  
Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 2020

In the County Commission of said county, on the 13th day of October 2020

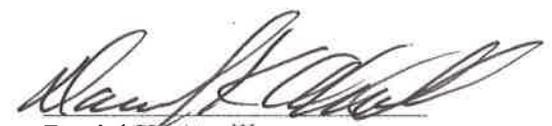
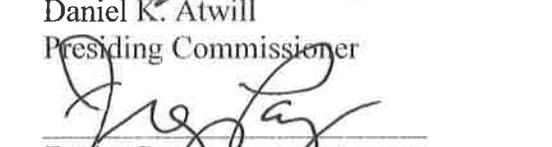
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Quit Claim Deed relating to the transfer of a portion of Martin Lane to the City of Ashland to facilitate MoDOT's off-ramp/on-ramp/outer road improvements along State Highway 63. The Presiding Commissioner is authorized to execute the Quit Claim Deed on behalf of Boone County and the Chief Engineer is authorized to deliver said Deed.

Done this 13th day of October 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Fred J. Parry  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

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**EASEMENT FOR PUBLIC ROADWAY**

THIS INDENTURE, made on this 13 day of October, 2020, by and between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through its County Commission, herein **GRANTOR**, and **City of Ashland**, a political subdivision, herein **GRANTEE**. Grantee's mailing address: City of Ashland, PO Box 135, Ashland, MO 65010.

WITNESSETH, GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to it by GRANTEE, the receipt of which is hereby acknowledged, does by these presents REMISE, RELEASE, and FOREVER QUIT CLAIM unto GRANTEE and its successors and assigns the following described lots, tracts, or parcels of land lying, being, and situated in Boone County, Missouri, to wit:

A TRACT OF LAND BEING PART OF MARTIN LANE (30 FEET WIDE STATUTORY WIDTH), IN SECTION 3, TOWNSHIP 46 NORTH, RANGE 12 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BOONE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF NORTH LINE OF SAID MARTIN LANE (30 FEET WIDE STATUTORY WIDTH) WITH THE WEST LINE OF PROPERTY CONVEYED TO THE CITY OF ASHLAND AS RECORDED IN DEED BOOK 5031, PAGE 45 AND DEED BOOK 5040, PAGE 22 OF THE BOONE COUNTY RECORDER'S OFFICE, SAID POINT BEING 133.58 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 674+32.10 OF THE HEREINAFTER DESCRIBED CENTERLINE OF EXISTING U.S. ROUTE 63; THENCE ALONG THE WEST LINE OF SAID PROPERTY CONVEYED TO THE CITY OF ASHLAND, SOUTH 01 DEGREES 27 MINUTES 23 SECONDS WEST, 30.02 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID MARTIN LANE, SAID POINT BEING 133.21 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 674+62.11 OF THE CENTERLINE OF SAID EXISTING U.S. ROUTE 63; THENCE LEAVING THE WEST LINE OF SAID CITY OF ASHLAND AND ALONG SAID SOUTH LINE OF MARTIN LANE, NORTH 86 DEGREES 41 MINUTES 31 SECONDS WEST, 132.80 FEET TO A POINT BEING 265.98 FEET PERPENDICULAR DISTANCE RIGHT OF

STATION 674+59.48 OF THE CENTERLINE OF SAID EXISTING U.S. ROUTE 63; THENCE LEAVING SAID SOUTH LINE OF MARTIN LANE, NORTH 03 DEGREES 18 MINUTES 29 SECONDS EAST, 30.00 FEET TO A POINT ON THE NORTH LINE OF SAID MARTIN LANE, SAID POINT BEING 265.39 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 674+29.49 OF SAID CENTERLINE OF EXISTING U.S. ROUTE 63; THENCE ALONG SAID NORTH LINE OF MARTIN LANE, SOUTH 86 DEGREES 41 MINUTES 31 SECONDS EAST, 131.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,969 SQUARE FEET OR 0.091 ACRES AS CALCULATED BY EFK MOEN, LLC DURING SEPTEMBER OF 2020.

THE CENTERLINE OF EXISTING U.S. ROUTE 63 IS DESCRIBED AS FOLLOWS:

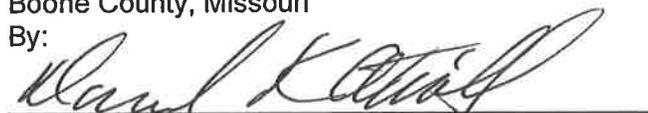
COMMENCING AT A FOUND IRON PIPE AT THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 46 NORTH, RANGE 12 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AS DESCRIBED BY DOCUMENT NUMBER 600-41336, DATED 05-03-1988 OF THE MISSOURI DEPARTMENT OF AGRICULTURE; THENCE NORTH 75 DEGREES 05 MINUTES 10 SECONDS EAST, 5,648.89 FEET TO P.T. STATION 656+99.00 ON THE CENTERLINE OF EXISTING U.S. ROUTE 63 AND THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 10 MINUTES 28 SECONDS WEST, 2,301.00 FEET TO STATION 680+00 AND THE POINT OF ENDING, SAID ENDING POINT BEING DISTANT SOUTH 75 DEGREES 30 MINUTES 00 SECONDS EAST, 2,818.64 FEET FROM A FOUND PK NAIL AT THE CENTER OF SECTION 3, TOWNSHIP 46 NORTH, RANGE 12 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ORIGINALLY REFERENCED AS A HALF INCH IRON PIPE BY DOCUMENT NUMBER 600-79853, DATED 11-20-2006 OF THE MISSOURI DEPARTMENT OF AGRICULTURE.

TO HAVE AND TO HOLD the described premises, with all the rights, privileges, appurtenances, and immunities thereto belonging, unto GRANTEE and unto its successors and assigns forever; so that neither GRANTOR nor GRANTOR's heirs and assigns, nor any other person or persons for whom or in whose name or behalf shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed the day and year above written.

Boone County, Missouri

By:



Daniel K. Atwill, Presiding Commissioner

Attest:

Brianna L. Lennon  
Brianna L. Lennon, County Clerk

STATE OF MISSOURI )  
 )ss  
COUNTY OF BOONE )

On this 13 day of October, 2020, before me, a Notary Public in and for said state, personally appeared Daniel K. Atwill, known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that he executed the same as Presiding Commissioner of the County of Boone, State of Missouri, as an authorized signatory of the County Commission, for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

JULIE M CROUCH  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires: Sept. 16, 2021  
Commission # 13868963

Julie M. Crouch  
Notary Public

STATE OF MISSOURI )  
 )ss.  
COUNTY OF BOONE )

On this 13 day of October, 2020, before me, a Notary Public in and for said state, personally appeared Brianna L. Lennon, known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that she executed the same as County Clerk of the County of Boone, State of Missouri, as authorized by official action of the County Commission, for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

JULIE M CROUCH  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires: Sept. 16, 2021  
Commission # 13868963

Julie M. Crouch  
Notary Public

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 2020

In the County Commission of said county, on the 13th day of October 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 attached Approval of Proposal for Consultant Services Form between Boone County and Engineering Surveys & Services for concrete compressive strength and aggregate testing in Oak Hills Estates Subdivision.

The terms of the agreement are stipulated in the attached Proposal for Consultant Services Form. It is further ordered the Presiding Commissioner is hereby authorized to sign said Proposal for Consultant Services Form.

Done this 13th day of October 2020.

ATTEST:

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

Daniel K. Atwill  
Presiding Commissioner

Fred J. Parry  
District I Commissioner

Janet M. Thompson  
District II Commissioner



# Engineering Surveys & Services

Consulting Engineers, Land Surveyors, and Geoprofessionals  
Analytical and Materials Laboratories

1775 West Main Street  
Sedalia, Missouri 65301  
Telephone: 660-826-8618

ess@ess-inc.com  
www.ess-inc.com

September 29, 2020

Mr. Pat Devaney, PE  
Boone County Resource Management  
801 E. Walnut, Room 315  
Columbia, MO 65201

**RE:** Quality Assurance Proposal  
Oak Hills Estates  
Boone County, Missouri

Dear Mr. Devaney:

*Engineering Surveys & Services (ES&S)* appreciates the opportunity to present this proposal to provide Construction Materials Testing and Special Inspection services for the referenced project. Our proposal is based on our review of the project Contract Documents and our experience in providing similar services on projects across central Missouri.

We propose to provide qualified personnel to perform the specified testing, inspections, and observations related to concrete testing. ES&S field engineers and technical personnel are educated, trained, and experienced, and hold national certifications from the American Concrete Institute, the Missouri Department of Transportation. In addition, our construction materials laboratory has been accredited by the US Army Corps of Engineers.

We have itemized the specified services and estimated costs below.

- Concrete Testing on the pavement
  - Approximately 35 sets of compressive strength concrete cylinders, including slump, air, and temperature testing (approximately 1 set every 650 lane/feet of residential street plus approaches, cul-de-sacs and incidentals)
  - 1 Cylinder for 7-day strength, 3 cylinders for 28-day strength (per ACI and ASTM), 1 cylinder held in reserve
- Aggregate testing
  - 1 set of aggregate tests consisting of CA and FA gradation, Deleterious Content and Thin & Elongated Pieces obtained from the concrete batch plant stockpile
  - 6 sets of coarse aggregate Specific Gravity and Absorption tests from wet sieved concrete samples obtained at the point of placement.

Based on the scope of work described above we recommend an estimated special inspection and testing budget of \$9,300 with a not to exceed cost of \$10,300 (10% contingency for following reasons). It should be noted our time and effort is strictly contractor driven and our anticipated scope of work may be impacted or influenced by poor scheduling, contractor's construction means and methods, weather conditions, or other unforeseen factors. Thus, the actual time required to complete our scope of work may be more or less than our estimate. Therefore, we propose to provide these and all services on a time and materials basis as scheduled by the on-site representative. All services will be billed in accordance with the

Mr. Devaney  
September 29, 2020  
Page 2

attached Standard Fee Schedules. All time is charged on a "portal to portal" basis from our Columbia office. All testing and inspections will be performed by Engineering Surveys & Services personnel using equipment and instruments owned by this firm.

*Engineering Surveys & Services* has been providing civil engineering and construction materials testing and inspection services in central Missouri for over 60 years and appreciates your consideration of this proposal. For additional information about our firm, please visit our web site at [www.ess-inc.com](http://www.ess-inc.com). If you have any questions regarding this proposal or if we may be of service, please contact this office.

Sincerely,



Joshua D. Lehmen, P.E.  
VP Laboratory & Field Services

cc: 1 Devaney, ES&S

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the \_\_\_\_\_ day of October, 2020, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

**Consultant Name:** Engineering Surveys & Services

**Project/Work Description:** Concrete and aggregate testing on the streets in Oak Hills Estates subdivision

**Proposal Description:** Concrete compressive strength and aggregate testing as detailed in the attached proposal dated September 29, 2020 for the private development known as Oak Hills Estates

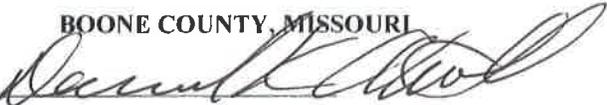
**Modifications to Proposal:** Fees and expenses shall not exceed \$10,300 for all stated work without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

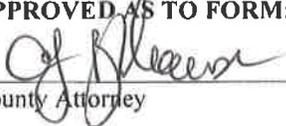
**ENGINEERING SURVEYS & SERVICES**

By   
Title VP of Laboratory & Field Services  
Dated: September 30, 2020

**BOONE COUNTY, MISSOURI**

By   
Presiding Commissioner  
Dated: 10.13.20

**APPROVED AS TO FORM:**

  
County Attorney

**ATTEST:**

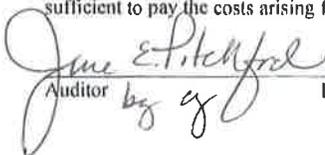
  
County Clerk

**APPROVED:**

  
Resource Management Director

**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 appropriations sufficient to pay the costs arising from this contract.

 10/5/20 2041-71101  
Auditor by ag Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the 13th day of October 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 Road & Bridge Improvement/Repair Cooperative Agreement between Boone County and the Village of Pierpont.

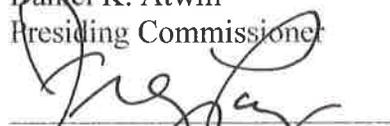
Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

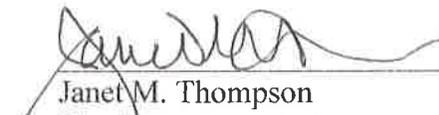
Done this 13th day of October 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT  
APPROVED APPLICATION-BASED PROJECT  
APPLICATION ENTITIES<sup>1</sup>**

THIS AGREEMENT, dated this 13<sup>th</sup> day of October, 2020, is made and entered into by and between **Boone County**, 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, herein "City".

WHEREAS, County has, in Commission Order 249-2011 and Commission Order 264-2012, and Commission Order 609-2012, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Orders; and

WHEREAS, City has filed a funding application with the County requesting funding for a road and/or bridge repair or improvement project; and

WHEREAS, County has approved City's Application for funding of the contemplated project(s); and

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

WHEREAS, the parties are empowered to enter into cooperative agreement(s) 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. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 and Commission Order 264-2012 and Commission Order 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**

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<sup>1</sup> Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

- a. County will pay to the City the sum of **Twenty Thousand Dollars (\$20,000.00)** for use in the completion of the road improvement and/or repair project specified in the City's Application for the County fiscal year in which this agreement is entered, said Application being incorporated herein by reference. This is to fund **chip seal on Tomlin Hill Road.**

### 3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Application for funding which is incorporated into this Agreement.
- b. City 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 City from the County under this agreement have been expended in compliance with this agreement.
- c. City 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, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will 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. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and 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 City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** Payments made under this Agreement shall be made on no more than a monthly basis in the form of progress payments upon receipt of a Project Progress Report in a form acceptable to County's Resource Management Department. In the event that an award from the County exceeds the City's actual costs in an approved project, any remaining funds shall be retained by, or immediately returned to, the County.
6. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
7. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
8. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
9. **TERM.** This Agreement shall be in effect from its execution until completion of the project contemplated in the Application filed by City, unless sooner terminated under the provisions of this Agreement.
10. **TERMINATION.** County may terminate this Agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. In addition, if construction work is not begun during construction season contemplated in the application materials, this Agreement shall automatically terminate and County shall have no further obligations hereunder unless a written extension agreement is entered into and duly-executed by both County and City.
11. **NON-EXCLUSIVE.** This Agreement is not intended to be the exclusive Agreement between the parties addressing the subject matter of improving or maintaining roads and bridges, and the parties specifically represent that this Agreement for approved,

Application-based funding is separate from, and complementary to, other Cooperative Agreement(s) with the County relating to funding of road and bridge improvements.

12. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
13. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
14. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
15. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
16. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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.

[SIGNATURES IMMEDIATELY APPEAR ON NEXT PAGE.]



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

13th

day of

October

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 attached Contract Amendment Number Two to Contract 20-07NOV19 – Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two.

Done this 13th day of October 2020.

ATTEST:

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

*Daniel K. 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 Purchasing

**Liz Palazzolo**  
Senior Buyer



613 E. Ash, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Liz Palazzolo, CPPO, C.P.M.  
**DATE:** September 29, 2020  
**RE:** Amendment #2 to Contract 20-07NOV19 – Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project

Amendment #2 to contract 20-07NOV19 for Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project that was awarded January 16, 2020 (Commission Order 35-2020) is being amended to revise Phase 1 and Phase 2 tasks.

All other terms, conditions and prices of the original agreement remain unchanged.

Payment for the study will be made using 319 Stormwater grant funds using the following Department/Account:

- Department 2142, DNR 319 Greater Bonne Femme/Account 71101 – Professional Services – Total: \$73,030.00 (No Change)

/lp

cc: Contract File

Commission Order #: 467-2020

Date: 10-13-20

**CONTRACT AMENDMENT NUMBER TWO  
FOR  
TECHNICAL ASSISTANCE for the 9-ELEMENT PLAN  
for the GREATER BONNE FEMME WATERSHED**

The Agreement **20-07NOV19** dated the 16<sup>th</sup> day of January 2020 made by and between Boone County, Missouri and **Geosyntec Consultants, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. **Phase 2** tasks shall be **REVISED** to remove the "Stage Discharge Rating Curves" task. Phase Two shall now consist of only the following tasks:

- DELETED** - (16 hours) of Phase 2 Stage Discharge Rating Curves work
  - \$2,326.00 - (16 hours) for Current Loading and Load Reduction Calculations
  - \$8,287.00 - (57 hours) for Current Loading and Mapping
  - \$5,838.00 - (40 hours) for Priority Areas for BMP Implementation
  - \$8,624.00 - (64 hours) for Watershed Modeling for Estimating Loading Reductions
  - \$8,960.00 - (61 hours) for Reporting
  - \$1,916.00 - (10 hours) for Phase 2 Project Management

- 2. **ADD** 13.3 hours to Phase 1 Quality Assurance Project Plan tasks effectively shifting \$2,566.75 from Phase 2 to Phase 1.

- 3. The combined total price for Phase 1 and Phase 2 work stays unchanged at \$73,030.00.

- 4. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**GEOSYNTEC CONSULTANTS, INC.**

**BOONE COUNTY, MISSOURI**

By: DocuSigned by:  
*Matthew R Bardol*  
9A5E1B4C38ED4C8... \_\_\_\_\_

By: Boone County Commission

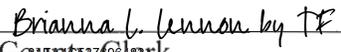
Title: Senior Principal

DocuSigned by:  
*Daniel K. Atwill*  
5A1B10E06E1E5 \_\_\_\_\_  
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
  
\_\_\_\_\_  
County Counselor

DocuSigned by:  
  
\_\_\_\_\_  
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.)

Fund: 2142 - Account: 71101: No Change

DocuSigned by:  
  
\_\_\_\_\_  
Signature

10/6/2020  
Date

\_\_\_\_\_  
Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20<sup>20</sup>

In the County Commission of said county, on the 13th day of October 20<sup>20</sup>

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 Contract Amendment Number Three to Contract 05-25JAN17 – Janitorial Products – Term & Supply.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Three.

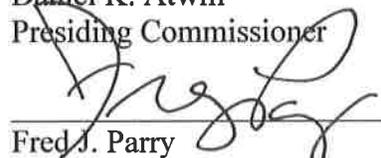
Done this 13th day of October 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Liz Palazzolo  
Senior Buyer



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Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, CPPO, C.P.M.  
DATE: October 08, 2020  
RE: Amendment #3 to Contract 05-25JAN17 – Janitorial Products – Term & Supply

Amendment #3 to contract 05-25JAN17 for Janitorial Products that was awarded April 11, 2017 (Commission Order 188-2017) is being amended to allow for a price increase for vinyl disposable gloves necessary for conducting facilities maintenance operations, line item 4.8.32 on the contract. Due to the impact of the on-going Covid-19 pandemic, the market for this product has proven extremely volatile with product shortages, product unavailability, and extreme price hikes. The contractor has provided evidence from its supplier that supports the contractor's legitimate need for an increase in contract pricing for the vinyl disposable gloves purchased by the County.

All other terms, conditions and prices of the original agreement as modified by previous contract amendments remain unchanged.

This is a Term and Supply contract. Payments will be made from the following Funds/Accounts:

- 6010 Housekeeping/23031 Custodial Supplies
- 6010 Housekeeping/23850 Minor Equipment and Tools Under \$1,000.00
- 2705 Facilities Maintenance/Housekeeping/Grounds – ECC/23031 Custodial Supplies
- 2040 RB – Maintenance Operations /23031 Custodial Supplies
- 2040 RB – Maintenance Operations /23050 Minor Equipment and Tools Under \$1,000.00

/lp

cc: Contract File

Commission Order #: 468-2020  
Date: 10-13-20

**CONTRACT AMENDMENT NUMBER THREE  
FOR  
JANITORIAL PRODUCTS TERM AND SUPPLY**

The Agreement **05-25JAN17** dated the 11<sup>th</sup> day of April 2017 made by and between Boone County, Missouri and **Smith Paper and Janitor Supply Co.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Per case pricing for line item 4.8.32, Vinyl Gloves, All Sizes, (Safety Zone brand), 1,000 per case is being **REVISED** from \$26.06 per case to a guaranteed not to exceed price of \$73.58/case. The pricing is being revised due to market volatility impacting supply and resource pricing for this product due to the on-going Covid-19 pandemic. In the event the contractor can charge less for the gloves, then the contractor shall pass those savings to the County in lower per case pricing.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement as previously amended shall remain in full force and effect.

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

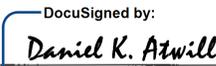
**SMITH PAPER AND JANITOR SUPPLY CO.**

**BOONE COUNTY, MISSOURI**

By:   
0453D54EBF404CD...

By: Boone County Commission

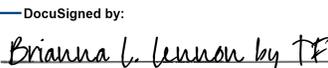
Title: Account Representative

  
Residing Commissioner

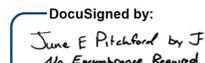
APPROVED AS TO FORM:

ATTEST:

  
County Counselor

  
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.)

  
Signature

10/6/2020

Date

6101,2040 / 23031,23050 – Term & Supply

Appropriation Account