

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 22

County of Boone

} ea.

In the County Commission of said county, on the 11th day of January 20 22

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

Now on this day, the County Commission of the County of Boone does hereby honor John Glascock for his service to the people of Columbia and his career in public service.

Done this 11th day of January 2022.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

12-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 11th day of January 20 22

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

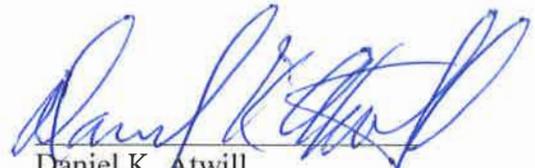
Now on this day, the County Commission of the County of Boone does hereby approve Contract Amendment #2 to 34-18JUL19 – Healthy Home Connections with CHA Low-Income Services, Inc. of Columbia, Missouri. This Amendment renews the contract for the period January 1, 2022 through December 31, 2022. It adds a renewal amount of \$199,992.44.

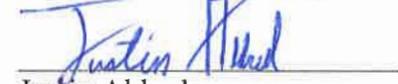
Invoices will be paid from Department 2162 – CSF Program Funding, Account 71106 - Contracted Services. \$12,500,000.00 is budgeted for 2022.

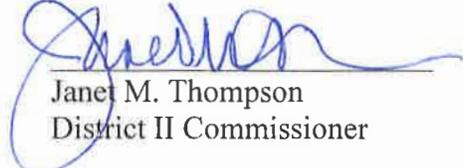
Done this 11th day of January 2022.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: January 11, 2022
RE: Amendment #2 to: 34-18JUL19 - *Healthy Home Connections*

Attached for signature is contract amendment #2 to 34-18JUL19 – *Healthy Home Connections* with CHA Low-Income Services, Inc. of Columbia, Missouri. This amendment renews the contract for the period January 1, 2022 through December 31, 2022. It adds a renewal amount of \$199,992.44.

Healthy Home Connections serves families with children who receive housing subsidies through the Columbia Housing Authority. The type of resources and assistance provided depend upon the needs and the goals of each individual and each family. Activities are proactive and preventive in nature; designed to minimize crises, stabilize housing, improve family communication, and promote well-being and self-efficacy among all participants.

Invoices will be paid from department 2162 – CSF Program Funding, account 71106 - Contracted Services. \$12,500,000.00 is budgeted for 2022.

cc: Contract File

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number Two
Healthy Home Connections

THIS AGREEMENT dated the 11th day of January, 2022, Purchase Agreement **34-18JUL19** for the Children's Services Fund dated December 31, 2019 made by and between Boone County, Missouri and CHA Low-Income Services, Inc., for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Extend the contract for one (1) additional year beginning January 1, 2022 and ending on December 31, 2022.
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Case Management	15 minutes	\$10.37	18,912	\$196,117.44
Family Development	1 hour/individual	\$15.50	250	\$3,875.00
Total Renewal Amount	\$199,992.44			

- 3) CHA Low-Income Services, Inc. agrees to update and adhere to the information entered into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 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.

CHA Low-Income Services, Inc.

By: DocuSigned by:
Randy Cole
668E0FA1570A487
Signature

By: Randall Cole
Printed Name/ Title

By: Boone County Children's Services Board

DocuSigned by:
Les Wagner
C1245EF42CC84CC
Les Wagner, Board Chair

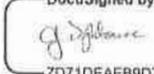
Boone County, Missouri

By: Boone County Commission

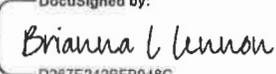
DocuSigned by:
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

 7D710FAE89D74DD

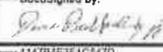
 CJ Dykhouse, County Counselor

DocuSigned by:

 D267E2428EB948C

 Brianna L. Lennon, 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.)

DocuSigned by:  4147B4E3F1C847D	1/4/2022	<u>2162 / 71106 / \$199,992.44</u>
Signature	Date	Appropriation Account

An Affirmative Action/Equal Opportunity Employer

13-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 22

County of Boone

} ea.

In the County Commission of said county, on the 11th day of January 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract #02-123122C - DocuSign Electronic Signature with DocuSign, Inc.

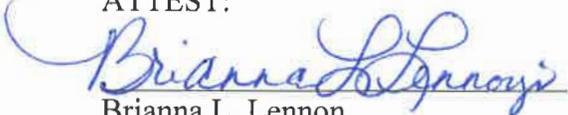
Total cost of Agreement for the period 01/01/22 - 12/31/22 is \$5,380.20 and will be paid as follows:

Six seats: \$4,035.12 - Department 1172 - GF IT Hardware and Software, Account 70100 - Software Subscriptions (budgeted \$4,125.00)

Two Seats: \$1,345.08 - Department 2160 - CSF Community Services Admin, Account 70100 - Software Subscriptions (budgeted \$1,375.00)

Done this 11th day of January 2022.

ATTEST:

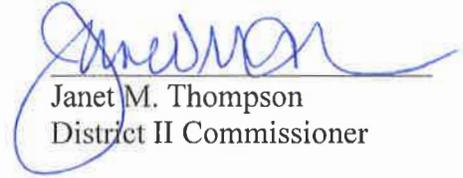

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: January 11, 2022
RE: Purchase Agreement: 02-123122C - DocuSign Electronic Signature

Attached for signature is contract #02-123122C - DocuSign Electronic Signature with DocuSign, Inc. This is for the license that allows Purchasing to route contracts through DocuSign, Inc. for electronic signature. There are eight seats included. Three will be used by Purchasing, two by Children's Services, two by County Counselor, and one by Information Technology. Information Technology uses their seat for testing, setup, and to monitor the audit log of the DocuSign transactions.

Total cost of agreement for the period 01/01/22 - 12/31/22 is \$5,380.20 and will be paid as follows:

Six seats: \$4,035.12 - Department 1172 - GF IT Hardware and Software, account 70100 - Software Subscriptions (budgeted \$4,125)

Two Seats: \$1,345.08 - Department 2160 - CSF Community Services Admin, account 70100 - Software Subscriptions (budgeted \$1,375)

cc: Contract File



DocuSign, Inc.
221 Main Street, Suite 1550
San Francisco, CA 94105

Offer Valid Through: Dec 31,
2021
Prepared By: Katie Rossi
Quote Number: Q-00697380

ORDER FORM

Address Information

Bill To:

Boone County
801 E Walnut St Rm 205,
Columbia, MO, 65201
United States

Ship To:

Boone County
801 E Walnut St Rm 205,
Columbia, MO, 65201
United States

Billing Contact Name:

Melinda Bobbitt

Billing Email Address:

mbobbitt@boonecountymmo.org

Billing Phone:

573-886-4391

Shipping Contact Name:

Melinda Bobbitt

Shipping Email Address:

mbobbitt@boonecountymmo.org

Shipping Phone:

573-886-4391

Order Details

Order Start Date: Jan 1, 2022
Order End Date: Dec 31, 2022
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Currency: USD

Products

Product Name	Start Date	End Date	Quantity	Net Price
Enterprise Premier Support	Jan 1, 2022	Dec 31, 2022	1	\$970.20
eSignature Enterprise Pro for Gov - Seats	Jan 1, 2022	Dec 31, 2022	8	\$4,410.00

Grand Total: \$5,380.20

Product Details

eSignature Seat Allowance: 8
eSignature Envelope Allowance: 800

Order Special Terms

Both parties hereby agree that the following Order Forms identified by their Order Start Dates will be terminated upon the Order Start Date of this Order Form:

August 6, 2021 (Q-00604570)

No credit will be provided for the above Order Form(s).

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/company/terms-and-conditions/msa> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/company/terms-and-conditions/msa-service-schedules>.

Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?

Please select Yes or No:

If yes, please send the required tax exemption documents immediately to taxexempt@docusign.com.

Invoices for this order will be emailed automatically from invoicing@docusign.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No:

If yes, please complete the following:

PO Number:

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

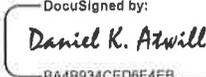
DOCUSIGN, INC.

BOONE COUNTY, MISSOURI

by 
AOR (Order Review)

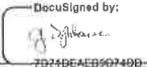
by: Boone County Commission

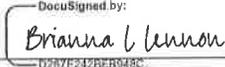
by 
(AOA) (Approver)
Printed Name: Beatriz Benjamin
Senior Manager, Revenue Operations
Title: _____
Date: 1/4/2022


Daniel K. Atwill, Presiding Commissioner
Date: 1/11/2022

APPROVED AS TO FORM:

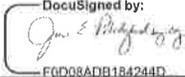
ATTEST:


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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

	<u>1/5/2022</u>	1172-70100 / \$2,562.00 2160-70100 / \$1,281.00
Signature	Date	Appropriation Account

14 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the

11th

day of

January

20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve Amendment #4 to Contract 20-07NOV19 for Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project.

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

Payment for updates to 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: \$8,000.00.

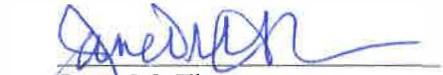
Done this 11th day of January 2022.

ATTEST


 Brianna L. Lennon
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Justin Aldred
 District I Commissioner


 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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: December 28, 2021
RE: Amendment #4 to Contract 20-07NOV19 – Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project

Amendment #4 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 the contract period and to add milestone dates.

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

Payment for updates to 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: \$8,000.00

/lp

cc: Contract File

Commission Order #: 14-2022Date: 01.11.2022

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

The Agreement **20-07NOV19** dated the 16th 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. **REVISE** paragraph 3.4.15 as follows:

The contract period shall be **REVISED** to be **January 16, 2020 through March 31, 2022**. The contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.

2. **ADD** milestone dates as follows and as addressed in the attached letter from Geosyntec dated December 17, 2021 signed by Rishab Mahajan and Nick Muenks on behalf of the contractor:

TASK	DESCRIPTION	MILESTONE DATES
3	Update BMP Selection and Load Reduction Estimates	January 20, 2022
4	Modeling Report – Draft	January 28, 2022
4	Modeling Report – Final	March 31, 2022
5	Public Meeting Support	March 31, 2022

3. Except as specifically amended hereunder, all other terms, conditions, provisions and prices 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.

GEOSYNTEC CONSULTANTS, INC.

BOONE COUNTY, MISSOURI

DocuSigned by:
By: Matthew R. Bardol
9A5E1B4C38ED4C8...

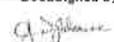
By: Boone County Commission

Title: Senior Principal

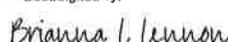
DocuSigned by:
Daniel K. Atwill
Providing Commission

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:


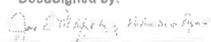
County Counselor

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: \$8,000.00

DocuSigned by:  _____ Signature	1/5/2022 _____ Date	_____ Appropriation Account
---	---------------------------	--------------------------------



1420 Kensington Road, Suite 103
Oak Brook, Illinois 60523
PH 630.203.3340
FAX 630.203.3341
www.geosyntec.com

December 17, 2021

Lynne Hooper
Urban Hydrologist
Boone County Resource Management
801 E Walnut, Rm. 315
Columbia, MO 65201-7732
LHooper@boonecountymo.org

**Subject: Request for Contract Period Revision to Agreement 20-07NOV19
Watershed Modeling for Greater Bonne Femme Watershed**

Dear Ms. Hooper:

The Agreement 20-07NOV19 dated the 16th day of January 2020 made by and between Boone County, Missouri and Geosyntec Consultants, Inc was amended on 26 October 2021 (Amendment #3). Amendment #3 included a scope of work to address EPA and MNDR comments on the Watershed Model for Greater Bonne Watershed. Since the issuance of Amendment #3, there have been several delays related to the negotiation of the contents of the watershed plan to meet the requirements of the 319 Program and address confirm the approach to address comments from EPA and MDNR. These negotiations have resulted in the need to postpone Geosyntec's efforts to complete the modeling and report preparation. Therefore, we respectfully request the contract period noted in the Amendment #3 be revised to reflect the following changes:

- 1) The overall contract period be revised to January 16, 2020 through March 31, 2022.
- 2) Add milestone dates for the Tasks noted in the proposed schedule included in the Change Order dated December 17, 2021 and as follows:
 - a. Task 3: Update BMP Selection and Load Reduction Estimates -- January 20, 2022
 - b. Task 4: Draft modeling report -- January 28, 2022
 - c. Task 4: Final Modeling Report -- March 31, 2022
 - d. Task 5: Public Meeting Support -- March 31, 2022

This request for contract period revision will not affect the Contract Amendment #3 Price of \$8,000.

We appreciate the opportunity to continue to support Boone County in revising the 9-element WBP for the GBFW. If you have any questions regarding this revised contract period, please contact Rishab Mahajan or Nick Muenks.



1420 Kensington Road, Suite 103
Oak Brook, Illinois 60523
PH 630.203.3340
FAX 630.203.3341
www.geosyntec.com

Sincerely,

A handwritten signature in black ink, appearing to read "Rishab".

Rishab Mahajan, P.E., CFM, CPSWQ
Senior Engineer

A handwritten signature in black ink, appearing to read "Nick Muenks".

Nick Muenks
Principal

15 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } January Session of the January Adjourned Term. 20 22
County of Boone } ea.

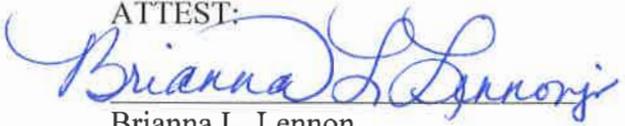
In the County Commission of said county, on the 11th day of January 20 22

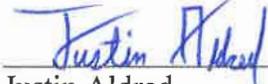
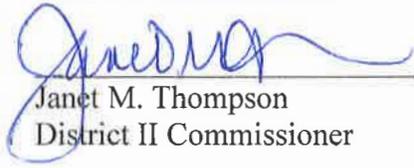
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for Funding for Shelters for Victims of Domestic Violence between the Boone County Community Services Department and True North of Columbia, Inc.

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Agreement.

Done this 11th day of January 2022.

ATTEST:

Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

**AGREEMENT
FUNDING FOR SHELTERS FOR VICTIMS OF DOMESTIC VIOLENCE**

THIS AGREEMENT entered into this 27th day of December, 2021, by and between the County of Boone, Missouri, through its County Commission, hereinafter called "County", and True North of Columbia, Inc. hereinafter called "Provider";

WITNESSETH:

WHEREAS, County desires to purchase the following program service:

Shelter for Victims of Domestic Violence

as stated in the proposal, including any revisions, received by and on file with the County, which is hereby incorporated by reference as fully as if herein set forth;

NOW, THEREFORE, it is hereby agreed by and between County and Provider as follows:

I.

Provider agrees to furnish and County agrees to purchase:

Emergency shelter and supportive services for victims of domestic violence.

II.

Provider agrees that the services provided under this Agreement shall be provided to residents of Boone County and funds shall be spent as set forth in the FY2022 proposal on file with the County.

Provider certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Provider agrees to submit to and maintain with the County current versions of the following required documents of the contracted entity: IRS Tax Exempt Status Determination letter; documentation from the Missouri Secretary of State indicating the entity is registered as a corporation in good standing; most recently completed IRS 990 or 990 EZ; financial statement and accompanying assurance completed within six months of the end of the entity's most recent fiscal year; organizational chart; board of directors roster; if applicable, an ADA plan of accommodation and a transition plan.

IV.

Provider agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

V.

Provider agrees that it is responsible for all funds made available to Provider by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this Agreement.

VI.

This Agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Provider to any persons or entities without the prior written approval of the County. Any sub-contractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this Agreement.

VII.

Provider agrees to the following Boone County Insurance Requirements: True North shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

Compensation Insurance: True North shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all their employees employed at the site of work, and in case any work is sublet, True North shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by True North.

Worker's Compensation: Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

Comprehensive General Liability Insurance: True North shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Proof of Coverage of Insurance - True North shall furnish the County with Certificate(s) of Insurance which name the County of Boone - Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

True North shall provide the County with proof of General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of True North in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to True North.

Professional Liability Insurance: True North is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional

insured.

Commercial Automobile Liability: True North shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of True North's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - True North shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

INDEMNITY AGREEMENT: To the fullest extent permitted by law, True North shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of True North, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by True North or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

IX.

Provider agrees to comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990, as amended; and all other applicable Federal and State laws which prohibit discrimination in employment and the delivery of services on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, age (employment), and familial status (housing).

X.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Provider agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

For agreements in excess of five thousand dollars (\$5,000):

(b) As a condition for the award of this Agreement the Provider shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Provider shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Provider shall require each sub-contractor to affirmatively state in its Agreement with Provider that the sub-contractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each sub-contractor to provide Provider with a sworn affidavit under the penalty of perjury attesting to the fact that the sub-contractor's employees are lawfully present in the United States.

XI.

County agrees to pay Provider the sum of \$21,820.53 (based on the cash balance available in Boone County Domestic Violence Account (Dept. #2030, Acct. # 86900) as of September 30, 2020) as follows:

A. The County will pay 50% of the contracted sum in January 2022.

B. The County will pay 50% of the contracted sum in July 2022.

XII.

Provider agrees to submit to the County an annual report, due by March 31, 2022, in the form and the medium proscribed by the County.

XIII.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

XIV.

This Agreement shall be for a term of one year commencing on January 1, 2022 and ending on December 31, 2022; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the Agreement shall be submitted within thirty (30) days following the effective date of said termination.

XV.

The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement.

XVI.

There is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Provider or any individual acting on Provider's behalf, including sub-contractors, which seek to enjoin or prohibit Provider from entering into this Agreement of performing its obligations under this Agreement.

XVII.

RECORD RETENTION CLAUSE: Provider shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

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

True North of Columbia, Inc.

Boone County, Missouri

By: Boone County Commission

By:

Signature

Daniel K. Atwill, Presiding Commissioner

By: Elizabeth Herrera Eichenberger/Executive Director
Printed Name/ Title

APPROVED AS TO FORM:

ATTEST:

CJ Dykhouse, County Counselor

Brianna L. Lennon, 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.)

June Pritchford by jz 12/29/2021 (2030/86900/\$21,820.53)
Signature Date Appropriation Account

An Affirmative Action/Equal Opportunity Employer

16 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 11th day of January 20 22

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 Agreement between Boone County and the following:

- Audrain County Sheriff's Office

The terms of the agreement are set out in the attached agreement. It is further ordered the Presiding Commissioner is authorized to sign said agreement.

Done this 11th day of January 2022.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

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

THIS AGREEMENT dated the 30th day of Nov, 2021, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Audrain County Sheriff's Office (Agency):

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

WHEREAS, Agency desires training for an Agency canine and one of Agency's officers as that canine's handler through the BCSO'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. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO'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 BCSO'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.
2. **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.
3. **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.
4. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 18th day of October, 2021, 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).
5. **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.

Exhibit "A"
INFORMED CONSENT WAIVER AND RELEASE

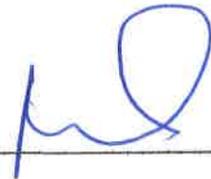
ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Dual Purpose K-9 Training Class [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical 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 Office, 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

 11/15/21 

Printed Name of Participant

Mwata

6. **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.
7. **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.
8. **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: AUDRAIN Co. S.D.

By: M.W. Ouse

Printed Name: MAT OUSE

Dated: 11-15-21

ATTEST: [Signature]

[Signature]

BOONE COUNTY, MISSOURI

By: [Signature]

Daniel K. Atwill, Presiding Commissioner

Dated: 1.11.2022

ATTEST: [Signature]
 Brianna L. Lennon, County Clerk

APPROVED - BCSO. [Signature]
 Dwayne Carey, Sheriff

APPROVED AS TO FORM: [Signature]
 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.

[Signature] by 12/29/2021
 Auditor Revenue 2570-3569 Date