468-2023

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 23

County of Boone

ea.

In the County Commission of said county, on the

19th

day of

October

20 23

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 to hire above the flexible hiring maximum for position number 535, Senior Administrative Assistant, and does hereby authorize an appropriation of \$23.00 per hour for the salary of said position.

Done this 19th day of October 2023.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

469-2023

STATE OF MISSOURI

ea.

October Session of the October Adjourned

Term. 20

23

County of Boone

In the County Commission of said county, on the

19th

day of

October

20 23

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 annual Cooperative Agreement with the City of Sturgeon for Road Sales Tax Revenue.

The terms of the Agreement are stipulated in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 19th day of October 2023.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldre

District I Commissioner

Janet M. Thompson

BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR COOPERATIVE AGREEMENT APPLICATION ENTITIES¹

WHEREAS, County has, in Commission Order 249-2011, 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 Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; 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& 609-2012 are incorporated into this agreement by reference.

2. COUNTY AGREEMENTS:

a. County will pay to the City the sum of Fifty Thousand Eight Hundred Ten Dollars and Eighty Cents (\$50,810.80) as determined by the formula for Year 5 of the 6-year cycle as described in Commission Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

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 Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 469-2011 which is incorporated herein by reference.
- 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 Cityfrom 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.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
- 6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
- 7. **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.
- 8. **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.
- 9. **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.
- 10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
- 11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
- 12. NONAPPROPRIATION. The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law.

Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

- 13. **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.
- 14. **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.
- 15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
- 16. **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.
- 17. 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.

BOONE COUNTY By: Presiding Commissioner Date: 10/19/2023 ATTEST: Buakus Hannow County Clerk

APPROVED AS TO FORM:

County Attorney

Boone County Auditor Certification:

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)

Wyle Rieman by S 10/13/23
County Auditor Date

CITY OF STURGEON

By:

Authorized City Representative

Date: 9/11/2023

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



STATE OF MISSOURI

ea.

October Session of the October Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the

19th

day of

October

20 23

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 Adopt-a-Road request by Sigma Chi for a portion of Richland Road from the intersection of Grace Lane to Olivet Road.

Done this 19th day of October 2023.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kondrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

Boone County Public Works Adopt-A-Road Application & Information Sheet

Name: Richland Road	Agreem			
Ivanic.	Renewa	(to be	e completed by BCRM)
Starting Grace Lane	Ending Point:	Olivet Ro	ad	= 1
Adopt-A-Road Sign Requested: YES NO Organization Name: Sigma Chi (As you wish for it to appear on the Adopt-A-Road Signa Chi	Fign if requested)			
			Service Chair	
Contact Person: Trenton Mayberry			Service Chair	
Address: 3771 hwy O City:	Farmington	Zip	63640	
Phone 573-366-7372 Phone # 2: FA	_{AX:} n/a	Email tgm Address:	9h3@umsystem.edu	
Please Indicate Preferred Method of Contact: E	mail 🔲 Teleph	one	U.S. Postal	
Alternate Contact Person: Tyler Thomas Address: 502 Kebtucky blvd rm 413 City: Phone 314-722-9290 Phone # 2: n/a FA Please Indicate Preferred Method of Contact: E	_{AX:} <u>n/a</u>	Email Address:		
Participants must agree to follow these guidelines at DO Wear a safety vest Be aware of oncoming traffic Be cautious when crossing roadways Stay clear of construction projects, mowing Work only during daylight hours Have at least one adult supervisor for every participants age 6 to 12. Children under ag DO NOT Work during bad weather, extreme tempera Participate in horseplay or activity that mig Pick up, remove the lid from, shake or ever equipment, or any other suspicious litter. In Public Works or Boone County Sheriff. Trespass on private property.	g operations and may 5 participants age e 6 may not participatures and peak tracht distract drivers in touch any hazard	13 to 17 and o ipate. vel times ous substances,	ne adult supervisor for like syringes or drug-	making
Signature (Contact Person)	Date			

47/-2023

STATE OF MISSOURI

ea.

October Session of the October Adjourned

Term. 20 23

County of Boone

J

In the County Commission of said county, on the

19th

day of

October

20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the cooperative term and supply Contract C000684 with Box Gang Manufacturing, LLC for the purchase of Custom-Built Roll-off Recycling Containers. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 19th day of October 2023.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Cor sioner

Janet M. Thompson

Boone County Purchasing

Amy Gerskin Buyer



613 E. Ash Street, Room 111 Columbia, MO 65201 Phone: (573) 886-4393 Fax: (573) 886-4390

MEMORANDUM

TO:

Boone County Commission

FROM:

Amy Gerskin

DATE: RE: October 11, 2023 Cooperative Contract: State of Missouri OA contract CC221516001 using

Sourcewell contract 040621-BXG for Waste and Recycling Containers

Resource Management requests permission to utilize the State of Missouri's cooperative contract CC221516001 for Waste and Recycling Containers with Box Gang Manufacturing, LLC to purchase two (2) 30 – cu yd Custom Roll-Off Recycling Containers in 2023 and options to purchase additional containers in 2024 and 2025. This is term and supply contract C000684.

cc:

Bill Florea, Resource Management

Contract File

Commission	Order#	471-2023
Commission	Orger #	

PURCHASE AGREEMENT FOR WASTE/RECYCLING CONTAINERS

THIS AG	REEMENT,	Contract	Number	C000684,	dated	the ^{19th}		lay of
October	2023 is made	between Bo	oone Cour	nty, Missou	ri, a po	litical subd	ivision	of the
State of Missouri	through the	Boone Cour	nty Comr	nission, he	rein "C	County" and	d Box	Gang
Manufacturing L	LC, herein "V	endor."						

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for two (2) 30-cu yd. Roll Off Recycling Containers in compliance with all bid specifications and any addendum issued for the State of Missouri OA Contract CC221516001, Sourcewell Contract 040621-BXG, Box Gang Manufacturing LLC Quote #9021 Dated September 20, 2023, from Susan Marrero, and the Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification, and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of a conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri OA Contract CC221516001, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.
- 2. Purchase The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with two (2) of the following:

Unit Cost \$10,535.00 Rol-Recycle Box – Custom Built Rolloff 30 Cu. Yd. Container 7-Gauge Floor 12-Gauge Sides and Roof Single 12-Gauge Center Partition Four (4) Sliding Doors Primed, Painted, Lettered \$21,070.00 Total X2\$2,200.00 Delivery Fee \$23,270.00 TOTAL:

3. Delivery – The vendor agrees to deliver the containers as outlined in the bid upon completion of production no later than December 31, 2023. Delivery shall be coordinated with the Boone County Resource Management Department, Attn: Kelle Westcott, 705 E. Walnut, Columbia, MO 65201. Phone: (573) 886-4480. If delivery is not or cannot be made within this period, the contractor must receive written authorization from the Boone County Resource Management Department for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable.

All deliveries shall be made **FOB Destination** with freight prepaid and charged back. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing.

- **4.** For Fixed Asset Tracking Send a list of the equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of the purchase order.
- 5. *Warranty* The manufacturer's standard one-year warranty of materials and workmanship applies as detailed in the vendor's quote.
- 6. Billing and Payment All billing shall be invoiced to the Boone County Resource Management Department, 705 E. Walnut St., Columbia, MO 65201. Billings may only include the prices listed in the vendor's quote response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event, that the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 7. Binding Effect This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- **8.** *Termination* This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - **a.** County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - **b.** County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
 - c. Termination for Convenience The County may terminate this Agreement for any reason or for no reason upon sixty (60) days' written notice to the contractor, or
 - d. If appropriations are not made available and budgeted for any calendar year.

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

BOX GANG MANUFACTURING LLC	BOONE COUNT	ΓY, MISSOURI
By: Rafael Harrero 6903DACD95B147B	By: Boone Coun	ty Commission
Title:	Docusigned by: 57400BED96434D4	<u> </u>
	Kip Kendrick, Pro	esiding Commissioner
APPROVED AS TO FORM:	ATTEST:	
DocuSigned by:	DocuSigned by:	
7071DEAEB9D74DD	Brianna L U	innon
CJ Dykhouse, County Counselor	Brianna L. Lenno	n, County Clerk
In accordance with RSMo 50.660, I hereby certify exists and is available to satisfy the obligation(s) at contract is not required if the terms of this contract time.)	rising from this contract	ct. (Note: Certification of this
DocuSigned by: Kyle Rieman by -s E3D6F2FD3CE04B1	L0/13/2023	1360/92300 - \$23,270.00
Signature	Date	Appropriation Account

472-2023

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20

23

County of Boone

ea.

In the County Commission of said county, on the

19th

day of

October

20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract C000644 (60523CO0302) with Premiere Truck Group of Columbia for the purchase of two 2024 Freightliner 114SD Plus Chassis with extended warranties. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 19th day of October 2023.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Jane M. Thompson

Boone County Purchasing

Amy Gerskin Buyer



613 E. Ash Street, Room 111 Columbia, MO 65201 Phone: (573) 886-4393 Fax: (573) 886-4390

MEMORANDUM

TO:

Boone County Commission

FROM:

Amy Gerskin

DATE:

October 2, 2023

RE:

Cooperative Contract: State of Missouri, MoDOT Contract 60523CO0302

- Dump Truck 2024 Models

The Boone County Road & Bridge Department requests permission to utilize the State of Missouri, Missouri Department of Transportation cooperative contract 60523CO0302 – Dump Truck 2024 Models to purchase two (2) 2024 Freightliner 114SD Plus Chassis with Extended Warranties from PTG Missouri, DBA Premier Truck Group of Columbia. The Boone County contract number for Dump Truck 2024 Models is C000644.

The cost of this purchase is \$251,006.00 and will be paid by department 2040 – Road and Bridge Maintenance, account 92400 – Replacement Autos/Trucks. This is a replacement purchase, and the 2023 total budgeted amount is \$220,000 for each truck, \$440,000.00 in total. A budget amendment has been approved to cover the remaining costs.

cc:

Greg Eddington, Robert Sapp, R&B

Contract File

GRAND TOTAL

		472-2023
Commission	Order #	., = = = = =

\$251,006.00

PURCHASE AGREEMENT FOR 2024 Freightliner 114SD Dump Truck Chassis

	AGREEMENT,	Contract	Number	C000644,	dated	the 19th	day of
October	2023 is made	between B	Boone Cour	nty, Missou	ri, a po	litical sub	division of the
State of Misso	ouri through the Bo	one Count	y Commis	sion, herein	"Coun	ity" and P	TG Missouri,
LLC DBA Premier Truck Group of Columbia, herein "Vendor."							

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for two (2) 2024 Freightliner 114SD Plus Chassis with extended warranties in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation (MoDOT) Contract 60523CO0302, Premiere Truck Group of Columbia Quote Dated September 20, 2023, from Mike Talleur and the Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification, and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of a conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 60523CO0302, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.
- 2. Purchase The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with two (2) of the following:

2024 Freightliner 114SD Plus Chassis \$124,784.00

Warranties:
EW4 5yr/200,000 miles
Allison Transmission 5yr/unlimited miles
Towing 5yr/unlimited miles

Transport Fee \$719.00

Total: \$125,503.00

(2)

3. Delivery – The vendor agrees to deliver the vehicles as outlined in the bid upon completion of production and no later than December 31, 2024. The vehicles should be delivered to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Road South, Columbia, MO 65201. Phone: (573) 449-8515. If delivery is not or cannot be made within this period, the contractor must receive written authorization from the Boone County Road & Bridge Department for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable.

All deliveries shall be made **FOB Destination** with freight prepaid and charged back. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing.

- 4. *Title* Title in the name of: Boone County Road & Bridge. Address: 613 E Ash St., Room 110, Columbia, MO 65201.
- 5. For Fixed Asset Tracking Send a list of the equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of the purchase order.
- 6. Warranty 2024 Freightliner 114SD Plus Dump Truck Chassis shall be covered under the contract's Extended Warranties. Standard Contract Warranty includes Chassis two (2) years unlimited miles, Engine two (2) years and 250,000 miles, and Body Company one (1) year warranty. Extended warranty includes EW4 for five (5) years and 200,000 miles, Allison Transmission for five (5) years and unlimited miles, and towing for five (5) years and unlimited miles.
- 7. Billing and Payment All billing shall be invoiced to the Boone County Road & Bridge Department, 5551 Tom Bass Rd., Columbia, MO 65201, and billings may only include the prices listed in the vendor's quote response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event, that the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- **8.** Binding Effect This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 9. **Termination** This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - **b.** County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
 - c. Termination for Convenience The County may terminate this Agreement for any reason or for no reason upon sixty (60) days' written notice to the contractor, or
 - **d.** If appropriations are not made available and budgeted for any calendar year.

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

PREMIER TRUCK GROUP OF COLUMBIA	BOONE COUNTY	, MISSOURI
By: Vranis Vinkler BF4DDC096F1F4AF	By: Boone County (Commission
General Manager Title:	Docusigned by: 57400BED96434D4 Kip Kendrick, President	ding Commissioner
APPROVED AS TO FORM:	ATTEST:	
Docusigned by: 7D71DEAEB9D74DD CJ Dykhouse, County Counselor In accordance with RSMo 50.660, I hereby certify that exists and is available to satisfy the obligation(s) arisin contract is not required if the terms of this contract do time.)	g from this contract.	bered appropriation balance (Note: Certification of this
DocuSigned by:	10/2023 Date	2040-92400 - \$251,006.00 Appropriation Account

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the

19th

day of

October

23 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 Agreement between Boone County and the Cooper County Sheriff's Office.

The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 19th day of October 2023.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

COOPERATIVE AGREEMENT FOR K-9 BASIC TRAINING SERVICES

THIS AGREEMENT dated the day of deliber 2023, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Cooper County Sheriff's Office (Agency):

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

WHEREAS, BCSO 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 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. **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.** 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, K-9 aggression control, scenario-based training, 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.
- 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 Four Thousand Dollars (\$4,000.00) for the training contemplated herein, calculated at a rate of \$100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$2,000.00, upon execution of this contract and the remaining one-half, or \$2,000.00, after twenty (20) sessions have been completed.
- 5. TERM AND TERMINATION. The Agreement contemplates training sessions to commence

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

Printed Name of Participant

on or about the 23rd day of October, 2023, 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 \$100.00 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: Copes Co. Sheiff's Office By: Chin Clan Printed Name: CHRIS CLASS Dated: 9-28-2023 ATTEST: Marge Mail	BOONE COUNTY, MISSOURI By: Kip(Rendrick, Presiding Commissioner Dated: Dated: ATTEST: Brianna L. Lennon, County Clerk APPROVED – BCSO: Dwaynd Carey, Sheriff APPROVED AS TO FORM
	Dykhouse, Boone County Counselor ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES: County Auditor

474-2023

STATE OF MISSOURI

ea.

October Session of the October Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

19th

day of

October

20 23

23

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 City of West Plains Police Department.

The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 19th day of October 2023.

Brianna L. Lennon

ATTEST:

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the day of Actobic 2023, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the City of West Plains Police Department (Agency):

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

WHEREAS, Agency desires to send its K-9 and handler through the BCSO's K-9 maintenance 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. MAINTENANCE TRAINING. BCSO agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSO's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSO's program.
- 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 Two Thousand Dollars (\$2,000.00) for the training contemplated herein, calculated at a rate of \$100/session. Agency shall pay one-half, or \$1,000.00, upon execution of this contract and the remaining one-half, or \$1,000.00, after ten (10) sessions have been completed.
- **4. TERM AND TERMINATION.** The term of this Agreement shall begin immediately upon execution of the same for a period of one-year, and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$100.00 per session.
- 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.
- **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.

INFORMED CONSENT WAIVER AND RELEASE

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

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's 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 Office, 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			
Neslay De	August	1nd, 2013	
	,		
Printed Name of Participant			
Wester Stugar			

- 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.
 - 1. **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: WEST Plainstolice	BOONE COUNTY, MISSOURI
By: Atplo Monteell.	By:
Printed Name: 3 to phen Montikell	12/1/1/1/1/
Dated: 4725 + 2,2023	Dated: 17/9/1023
ATTEST:	Brianna L. Lennon, County Clerk
	APPROVED - BCSO: Dwayn Carey, Sheriff
	APPROVED AS TO FORM: Dykhouse, Boone County Counselor
	ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES: County Auditor

475-2023

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20

County of Boone

Boone ea.

In the County Commission of said county, on the

19th

day of

October

20 23

23

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

Now on this day, the County Commission of the County of Boone does hereby approve the application for the organizational use of the Boone County Courthouse Plaza and the Boone County Government Center Commission Chambers by the University of Missouri Air Force ROTC on Thursday, November 9, 2023, beginning at 1:00 p.m., through Friday, November 10, 2023, at 3:00 p.m. for the Annual Veterans Day Vigil.

Done this 19th day of October 2023.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

Kip Kendrick, Presiding Commissioner Justin Aldred, District I Commissioner Janet M. Thompson, District II Commissioner



Roger B. Wilson Boone County Government Center 801 East Walnut, Room 333 Columbia, MO 65201-7732 573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby appl	lies for a use permit to use the Boone County Courthouse Plaza as follows:
Organization: University of Miss	
Address: 918 Tiger Ave, 217	Crowder Hall
City: Columbia	State: MO ZIP Code 65211
Phone: 573-882-7621	State: MO ZIP Code 65211 Website: airforce.missouri.edu
Individual Requesting Use: Stacey L	aRocco
Position in Organization: Business	Support Specialist
Address: 918 Tiger Ave, 217	Crowder Hall
Columbia	State: MO ZIP Code 65211
Phone: 573-882-7621	Email: airforce.missouri.edu
Event: Annual Veteran's Day	/ Vigil
	24-hour vigil to honor all those who have served
Date(s) of Use: Thursday, Nove	mber 9 to Friday, November 10, 2023
Start Time of Setup: 1:00PM 11/9	
Start Time of Event: 2:00PM 11/9	/23 AM/PM (If start times vary for multiple day events, please specify)
End Time of Event: 2:30PM 11/1	0/23 AM/PM (If end times vary for multiple day events, please specify)
End Time of Cleanup: 3:00PM	AM/PM
Emergency Contact During Event: Stac	cey LaRocco Phone: 773-396-2836
Will this event be open to the publicity	_

Will you be selling non-food	l items? Yes No		
If yes, please provid	le the following with copies of	f licenses attached to application	:
Missouri Departme	nt of Revenue Sales Tax Num	ber;	
County Merchant's	License Number:		
City Temporary Bu	siness License Number:		
Will outside vendors be selli	ng food, beverages or non-foo	od items at this event? Yes	☑ No
If yes, please provid	le the following information (use separate sheet if necessary):	
Vendor	Type of Sales	Contact Information	License Number(s)
SVIII I			
	d and/or sidewalk closure?		
	1112	rch from the Plaza t	o Memorial Union afte
		order showing City of Columbi	a City Council approval.
·	oking or use of open flames?		
If yes, please provid	le the Columbia Fire Departm	nent Special Events Permit Numl	ber:
Please attac	th to application a copy of the	approved Columbia Fire Depar	tment Special Events Permit
professional security compa	ny. This will be determined by	al law enforcement may be required the Boone County Sheriff's Debany to handle security arrangement	partment and Boone County
If yes, please provid	le the following:		
Security Company:			
Contact Person Na	me and Position:		
Phone:	Email:		
Will you be using portable to **Please note: porta- City of Columbia fo		es ☑No on the Boone County Courthous	e Plaza grounds. Please contact the
If your event is such that recopy of acquired insurance		e County Courthouse Plaza Rule	es and Regulations, please provide a

A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be refunded to the organization. Please indicate below to whom the refund check should be issued:

Name/Org	Fighting T	igers Student O	rganization		
Address: 9	18 Tiger Ave, 21	7 Crowder Hall			
City: Colu		State: MO ZIP	Code 65211		
The undersi	gned organization agrees t	o abide by the following to	terms and conditions in the event this application is approved:		
1. 2.	To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.				
3,			posited (by participants) on the courthouse grounds and/or in		
4.	rooms by the organizational use. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in tooms.				
5.	To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal				
6.	demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.				
Organizatio	n Representative/Title:	tacey LaRocco/	Business Support Specialist		
Address: 9	18 Tiger Ave, 21	7 Crowder Hall			
Phone Nun	573-882-762	1 Date	e of Application: 10/13/23		
		ouri.edu			
Signature:	saldfn@misso Stacey Loh	occo			
	ions may be submitted in	n person or by mail to th	he Boone County Commission, 801 E. Walnut, Room 333, to commission@boonecountymo.org.		
The County written. Th	of Boone hereby grants t	he above application for p	F BOONE COUNTY COURTHOUSE PLAZA Description in accordance with the terms and conditions above son by duly entered order of the Boone County Commission.		
ATTEST: Pour County Cle	inna Sta	2 2hnour	BOONE COUNTY, MISSOURI County Commissioner		
County Cle	1. lis long	2	County Committee		

476-2023

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20

County of Boone

ea.

In the County Commission of said county, on the

19th

day of

October

20 23

23

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

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by Columbia Farmers Market on January 9, 2024, February 23, 2024, and March 12, 2024 from 5:00 p.m. until 9:00 p.m. for Annual CFM Membership Meetings.

Done this 19th day of October 2023.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson



Roger B. Wilson Boone County Government Center 801 East Walnut, Room 333 Columbia, MO 65201-7732 573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to	use Boone County	Government conference rooms as follows:			
Organization: Columbia Farmers Market					
Address: PO Box 10012					
City: Columbia	State: MO	ZIP Code 65205			
Phone: 573-823-6889	Website: columbiafarmersmarket.org				
Individual Requesting Use: Corrina Smith	_Position in Organiz	eation: Executive Director			
Facility requested:	□Room 311 [□Room 332			
Event: Annual CFM Membership Meetings					
Description of Use (ex. Speaker, meeting, reception): meeting					
Date(s) of Use: January 9th, February 13, March 12					
Start Time of Setup: 5:00pm	AM/PM	Start Time of Event: 6:00pm			
End Time of Event: 9:00pm	AM/PM	End Time of Cleanup: 9:30pm			
The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved: 1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms. 2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use. 3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms. 4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions. 5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.					
Organization Representative/Title: Corrina Smith, Executive Director					
Phone Number: 573-823-6889 Date of Application: 10/17/2023					
Email Address: manager@columbiafarmersmarket.org Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org. Applicants requesting ongoing regular use of Commission Chambers may request up to six months in advance. To continue regular use of Chambers, a new application must be submitted every six months. Chambers will not be reserved beyond the dates submitted.					
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.					
ATTEST: Brianna Pasennoni County Clerk La Lange 3	+	COUNTY, MISSOURI ordenissioner			