

**CERTIFIED COPY OF ORDER****STATE OF MISSOURI**

July Session of the July Adjourned

**Term. 20 24****County of Boone**

} ca.

**In the County Commission of said county, on the**

2nd

**day of July****20 24****the following, among other proceedings, were had, viz:**

Now on this day, the County Commission of the County of Boone does hereby approve the final plan, item A and does receive and accept the plats, item B, C, D, E, as listed in the attached consent agenda (Attachment A) and authorizes the Clerk to insert the associated staff reports into the minutes of this meeting.

Attachment A:


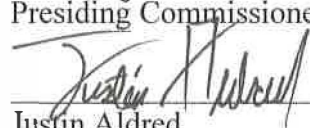
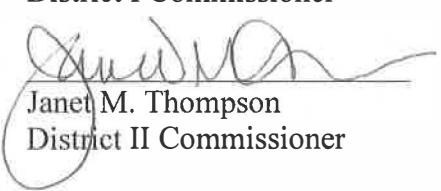
- A. Request by RML Investments to approve a Final Development Plan for Concorde South Plat 1-B in the pending Planned Light-Industrial (M-LP) zoning district on 11.36 acres located at 5101 E Meyer Industrial Dr, Columbia.
- B. KM Farms Plat 1. A-R. S25-T51N-R13W. KM Farms LLC, owner. David Butcher, surveyor.
- C. McGee Estates. A-R. S12-T50N-R12W. Andrew L. McGee Jr, owner. Kevin Schweikert, surveyor.
- D. Porter Bend Plat 2. A-2. S19-T46N-R12W. Martin & Tanya Porter, owners. David Butcher, surveyor.
- E. B & B Subdivision Plat 2-A. A-2. S36-T47N-R13W. Black Dog Consulting & Development & NBG and JJG Revocable Trust, owners. Kevin Schweikert, surveyor.

Done this 2<sup>nd</sup> day of July 2024.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

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

**Staff Report for County Commission**  
**RE: P&Z Agenda Items**  
**July 2, 2024**

**1. Consent Agenda – Final Plans and Plats**

The Planning and Zoning Commission reviewed agenda items 1 and 2 at its June 20, 2024 meeting. The minutes of that meeting and the Boone County Zoning and Subdivision Regulations are incorporated into the record of this meeting.

Regarding item 1, the consent agenda, the final plan, item A, was approved and is presented for your approval. The plats, items B, C, D, and E, were approved and are presented for your receipt and acceptance. I request that you waive the reading of the staff reports and authorize the Clerk to insert them into the minutes of this meeting.

**A. Concorde South Plat 1-B, Final Development Plan.**

The property is located at the immediate northwestern corner of the intersection of Meyer Industrial Drive and Tom Bass Road. The approval of this Final Plan will finalize the rezoning of 11.36-acres from General Commercial (C-G) & Planned Industrial (M-LP) to a new continuous M-LP plan. The Review Plan and rezoning was approved by the County Commission on June 04<sup>th</sup>, 2024, by Commission Order 262-2024 with the same conditions as recommended by the Planning & Zoning Commission. The conditions are as follows:

1. All agreements and documentation related to the provision of sewer service be completed to the satisfaction of the BCRSD and the Director of Resource Management prior to submission of the Final Development Plan.
2. That it is recognized that additional hydrant/water improvements may be required and must be worked out to the satisfaction of the Water District and the Director of Resource Management.

The Boone County Zoning Ordinance, Section 6.2.14, Standards for Approval of the Final Development Plan identify 3 criteria for approval and state that the Commission shall approve a Final Development Plan when it is satisfied that:

- All required information is accurately portrayed on the plan.
- The Final Plan conforms to the approved review plan.
- The Final Plan demonstrates compliance with all conditions which the County Commission may have imposed on the Review Plan.

Staff has reviewed the plan. All required information is accurately portrayed, and the plan conforms to the revised review plan.

We have correspondence from both the BCRSD and from Consolidated Public Water District #1 that the developer is working with the districts to resolve any remaining issues, so the two conditions of approval are substantially satisfied. At this point, the Final Development Plan is in compliance with the conditions established by Commission Order 262-2024.

Staff recommended Approval.

### **B. K&M Farms Plat 1**

The subject property is located between N Old Highway 63 and N Highway 63, less than ½ mile south of the intersection of W Highway NN and N Highway 63. The subject property is zoned Agriculture-Residential (A-R). The surrounding zoning is as follows:

- North – A-R
- West – Agriculture 2 (A-2)
- South – A-R
- East across N Highway 63 – A-2

The proposed subdivision plat is to divide the northern portion of the property into two five plus acres lots. The 11.89-acre remainder to the south is shown on an accompanying administrative survey. Proposed lot 1 of the subdivision contains an existing single-family dwelling and onsite wastewater lagoon. Proposed lot 2 is undeveloped.

Both lots have direct front along N Old Highway 63, a publicly maintained roadway. An existing driveway serves the dwelling on the proposed northern lot. The applicants have not submitted a request for a waiver from the traffic study requirement. However, only one additional traffic source will be generated from this subdivision plat. Granting of a waiver to the traffic study is appropriate in this case.

Public Water Supply District 10 provides water service. Boone Electric Cooperative provides power service. The Boone County Fire Protection District provides fire protection. The nearest station, station 6, is approximately 5.7 miles away.

The applicant proposes the use of onsite sewage lagoons to handle wastewater. The applicants have not submitted a request for a waiver to the sewer cost benefit analysis. However, no publicly operated central sewer is located nearby. Granting of a waiver to the sewer cost benefit analysis is appropriate in this case.

A sinkhole recognized by the Missouri Department of Natural Resources (DNR) is shown on the property by the County's GIS. After notifying the surveyor of the karst feature, staff have received a letter from a DNR geologist that states that the sinkhole designation

was made in error. The letter indicates that the sinkhole will be removed from the state's official sinkhole map.

The property scored 28 points on the rating system

Staff recommended approval of the plat and granting of waivers.

### **C. McGee Estates**

The subject property is located approximately ½ mile north of the City of Hallsville off Highway 124. The property is 31.50 acres and is zoned Agriculture-Residential (A-R). The property is surrounded by A-R zoning on all sides. The proposal is to subdivide the property into three lots with the 10-acre remainder tract by administrative survey. All the proposed lots created by the subdivision plat will be over five acres.

The proposed subdivision plat will utilize a private access easement for the three platted lots to have access to Highway 124, a publicly maintained roadway. The administrative survey tract will utilize a separate access easement to Highway 124. The applicant has submitted a request for a waiver to the traffic study. The addition of three traffic sources along MoDOT maintained right of way is likely to have minimal impact on existing transportation resources. Granting a waiver is appropriate in this case.

Public Water Supply District #4 provides water service. Ameren Electric provides power service in this area. The Boone County Fire Protection District provides fire protection. The nearest station, station 3, is approximately 1.2 miles away.

The subdivision plat proposes the use of onsite wastewater lagoons. The applicant has submitted an onsite wastewater plan showing compliant lagoon locations. The applicant has submitted a request for a waiver from the sewer cost benefit analysis. Nearby Hallsville utilizes a privately operated sewer system with very limited capacity for additional sewer customers. The cost of connecting to such a sewer system would likely be impractical for development. Granting a waiver is appropriate in this case.

The property scored 58 points on the rating system

Staff recommended approval of the plat and granting of waivers.

### **D. Porter Bend Plat 2**

The subject property is located off E Route M, just over ½ mile west of the intersection of Route M and E Cedar Tree Lane. The property is zoned Agriculture 2 (A-2) and is surrounded by A-2 zoning on all sides. The proposal is to subdivide the 13.68 parent parcel into three platted lots. The property is undeveloped.

Each lot has direct access onto E Route M, a publicly maintained roadway. Review comments from MoDOT indicate that proposed lots 1 and 2 have access from an existing shared driveway. The applicants have not submitted a request for a waiver from the traffic study requirement. However, the creation of two additional traffic sources along MoDOT maintained right of way is likely to have minimal impact to the existing transportation infrastructure. Granting of a waiver is appropriate in this case.

Consolidated Water Supply District #1 provides water. Boone Electric Cooperative provides power service. The Southern Boone County Fire Protection District provides fire protection. The nearest station, station #17, is approximately 4.6 miles away.

The applicant proposes the use of onsite sewage lagoons for wastewater. A lagoon plan was submitted showing compliant locations for onsite wastewater lagoons. The applicant did not submit a waiver from the sewer cost benefit analysis. However, no public sanitary sewer system is nearby. Granting of a waiver to the sewer cost benefit analysis is appropriate in this case.

The property scored 38 points on the rating system

Staff recommended approval of the plat and granting of waivers.

#### **E. B&B Subdivision Plat 2-A**

The subject property is located along S Andrew Sapp Road, approximately one mile north of the intersection of S Andrew Sapp Road and E Highway MM. The property is zoned Agriculture 2 (A-2) and is surrounded by A-2 zoning on all sides. The proposal is to replat the existing lot 2 of B&B Subdivision Plat 2 from a 6.35-acre lot to a 15.35-acre lot, utilizing acreage from a 26.40 survey tract to the north. The remainder of the survey tract will be incorporated into a 37.39-acre boundary survey to the north. The subject property is fully developed with a single-family dwelling, accessory structure, and onsite wastewater lagoon.

The property has direct frontage along S Andrew Sapp Rd, a publicly maintained roadway. An existing driveway provides access for the single-family dwelling. The applicant has submitted a written request for a waiver for the traffic study requirement. The replat of the property will not generate any additional traffic sources. Granting a waiver is appropriate in this case.

Consolidated Water Supply District #1 provides water. Boone Electric Cooperative provides power service. The Southern Boone County Fire Protection District provides fire protection. The nearest station, station 17, is approximately 6.4 miles away.

An existing onsite wastewater lagoon serves the single-family dwelling. The applicant has provided an onsite wastewater plan showing a compliant location for a replacement lagoon. The applicant has submitted a written request for a waiver from the sewer cost

benefit analysis. No nearby public sewer is available to service the area. Granting of a waiver from the sewer cost benefit analysis is appropriate in this case.

The property scored 32 points on the rating system

Staff recommended approval of the plat and granting of waivers.

**CERTIFIED COPY OF ORDER****STATE OF MISSOURI**

} ca.

July Session of the July Adjourned

**Term. 20 24****County of Boone****In the County Commission of said county, on the**

2nd

**day of**

July

**20 24****the following, among other proceedings, were had, viz:**

Now on this day, the County Commission of the County of Boone does hereby approve the vacation of right-of-way of the old roadbed of the old alignment of Peabody Road in accordance with the description attached to the petition submitted by the Boone County Resource Management Department.

Done this 2<sup>nd</sup> day of July 2024.

**ATTEST:**

Brianna L. Lennon  
Clerk of the County Commission

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

BEFORE THE COUNTY COMMISSION  
OF  
BOONE COUNTY, MISSOURI

In the Matter of the Vacation of

East Peabody Rd  
a public road

Term, 20\_\_

PETITION FOR VACATION OF A PUBLIC ROAD

The undersigned, who by their signature to this petition swear or affirm that the matters alleged below are true to their best information and belief, state the following:

1. Each petitioner separately that he or she is a resident of the township or townships through which the above named road, or part thereof, sought to be vacated by this application is situated.

2. Each petitioner desires to have the following described public road (or part thereof) vacated which is located in  
Rocky Fork T Township(s), Boone County, Missouri, to-wit:

Common Name:

East Peabody

Location:

Boone County

Legal Description:

All abandoned road right of way South of Tract #2 and Tract #3 of Finger Lakes Acres as recorded in Book 15, page 54 as written by easement in Book 462, page 380.

3. The above described road should be vacated because it is useless and the repair of same presents an unreasonable burden to the road district responsible for the maintenance and repair of same.

4. For the foregoing reasons, the undersigned petitioners request that the above described public road,  
E. Peabody Road (old road bed) be vacated as prescribed by law.

PETITIONER'S NAME (print)	SIGNATURE	ADDRESS
1. Jennifer Wade	Jennifer L. Wade	9545 N. Creekland Dr 6520
Gregory A. Wade	Gregory A. Wade	9545 N. Creekland Dr 6520
3. Monica Hansman	Monica Hansman	9900 N. Creekland Dr Columbia 6520
4. John Hansman	John Hansman	9900 N. Creekland Dr Columbia 6520
5. Cheri T. Reisch	Cheri T. Reisch	115 East St., Hallsville, MO 6525
6. Kory Breuer	Kory Breuer	12701 N. Davenport Hallsville 65215
7. Elizabeth A. Breuer	Elizabeth A. Breuer	12701 N. Davenport Rd Hallsville, MO 65255
8. VERA Douthett	Vera Douthett	6261 Douglas PKWY HALLSVILLE
9. Lisa Breuer	Lisa Breuer	13080 N. Davenport Rd Hallsville MO 65255
10. KEN BREUER	Ken Breuer	13080 N. DAVENPORT RD HALLSVILLE, MO 65255
11. Karl West	Karl West	11750 McKenzie RD Hallsville
12. Michelle L. West	Michelle L. West	11750 McKenzie Rd Hallsville, MO 65255
13. Barclay West	Barclay West	11750 McKenzie Rd Hallsville, MO 65255
14. Shavon Brandkamp	Shavon Brandkamp	8275 N. Buck Rd Columbia MO 65202

Note: Twelve (12) approved signatures are required

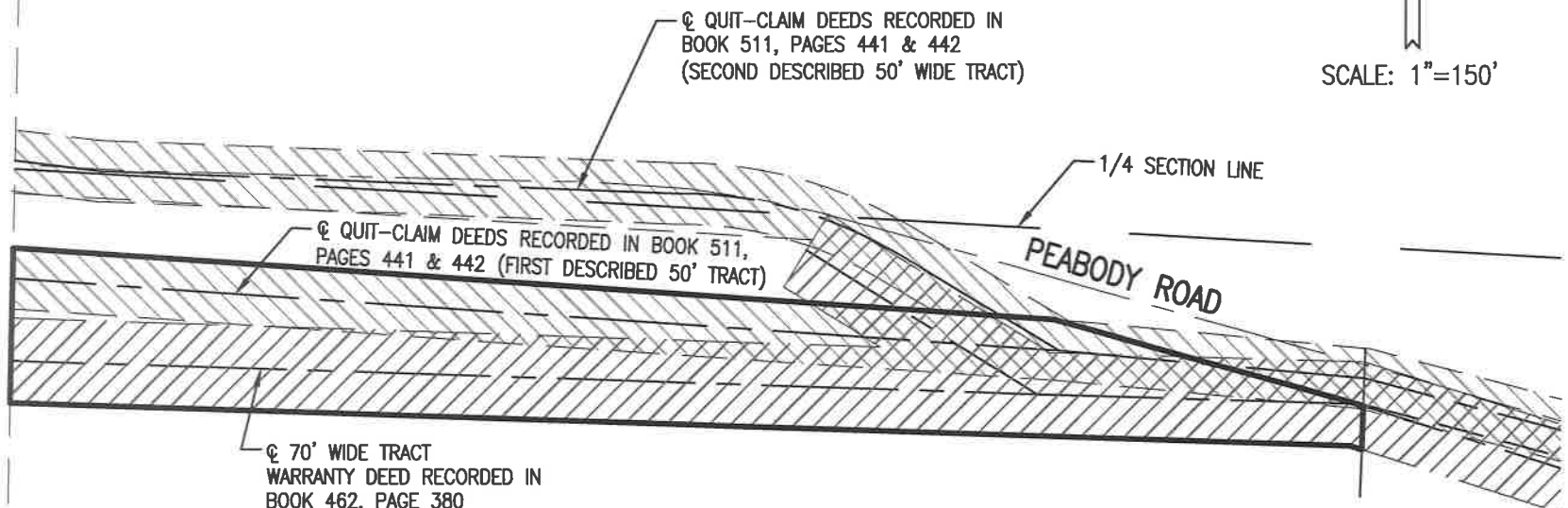


# DISPLAY OF PROPERTY TO BE VACATED BY BOONE COUNTY FOR PEABODY ROAD EAST OF U.S. HIGHWAY 63



SCALE: 1"=150'

U.S. HIGHWAY 63



PREPARED BY



**ALLSTATE**  
CONSULTANTS  
JUNE 27, 2024

WARRANTY DEED RECORDED  
IN BOOK 2360, PAGE 83

WEST 1/2 OF THE SE 1/4

TRACT 1  
SURVEY RECORDED IN  
BOOK 5068, PAGE 157

24009.03

A TRACT OF LAND LOCATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACTS DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 462, PAGE 380, SHOWN BY FINGER LAKES ACRES, RECORDED IN PLAT BOOK 15, PAGE 54 AND PART OF THE QUIT-CLAIM DEEDS RECORDED IN BOOK 511, PAGES 441 AND 442, ALL OF THE BOONE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE ABOVE DESCRIBED TRACT THAT IS BOUNDED ON THE WEST BY THE EAST LINE OF U.S. HIGHWAY 63 RIGHT-OF-WAY DESCRIBED BY THE REPORT OF COMMISSIONER RECORDED IN BOOK 1131, PAGE 683, ON THE NORTH BY THE NORTH LINE OF THE FIRST DESCRIBED TRACT IN SAID QUIT-CLAIM DEEDS RECORDED IN BOOK 511, PAGES 441 AND 442 AND A LINE THAT IS THIRTY-THREE (33) FEET SOUTH OF THE CENTERLINE OF PEABODY ROAD, ON THE EAST BY THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER AS SHOWN BY THE SURVEY RECORDED IN BOOK 5068, PAGE 157 AND ON THE SOUTH BY THE SOUTH LINE OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 462, PAGE 380 AND CONTAINING 2.6 ACRES MORE OR LESS.

ALLSTATE CONSULTANTS LLC

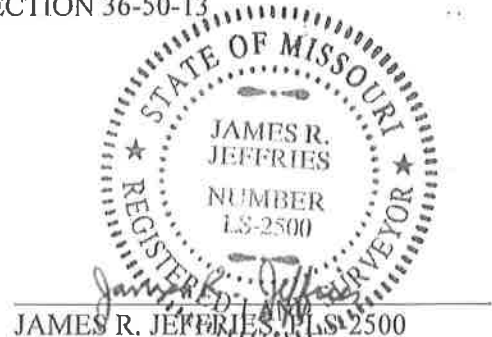
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PROPERTY DESCRIPTION FOR PREVIOUS PEABODY ROAD LOCATION VACATION  
LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 63 IN SECTION 36-50-13  
JOB 24009.03  
JUNE 27, 2024



**ALLSTATE**  
CONSULTANTS

3312 LEMONE INDUSTRIAL BLVD.  
COLUMBIA, MO 65201  
573-875-8799  
ALLSTATE CONSULTANTS LLC  
MO PROFESSIONAL LAND SURVEYING  
CERTIFICATE OF AUTHORITY #2007000167



JAMES R. JEFFRIES, LS-2500

JUNE 27, 2024  
DATE



Filed for record on January 22, 1979 at 11:05 o'clock A.M. in Boone Co. Mo.  
Document No. 690 recorded in Book 462 page 380, Bettie Johnson, Recorder of Deeds.

C O R P O R A T I O N   S P E C I A L   W A R R A N T Y   D E E D

THIS INDENTURE, Made on the 19th day of January, 1979, by and between  
PEARODY COAL COMPANY, a Delaware corporation, party of the first part, and  
COUNTY OF BOONE, of Boone County, State of Missouri, party of the second part.

WITNESSETH: That said party of the first part, in consideration of the sum  
of TEN DOLLARS (\$10.00) and other good and valuable consideration to it in hand  
paid by the said party of the second part, the receipt of which is hereby  
acknowledged, does by these presents GRANT BARGAIN AND SELL, CONVEY, as hereinafter  
recited, AND CONFIRM unto the party of the second part, its successors and  
assigns, all its right, title and interest in the following described lots,  
parcels or tracts of land, lying, being and situated the County of Boone, State  
of Missouri, to-wit:

019-059 - A strip of land 70 feet in width, being  
35 feet on either side of a centerline  
described as follows:

Beginning at a point, said point being  
470.0 feet South of the Northeast corner  
of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section  
36, Township 50 North, Range 13 West; thence  
running N 74° 10' W a distance of 1,384.0  
feet; thence West a distance of 265.0 feet  
to a point "A"; thence N 60° 0' W a distance  
of 225.0 feet to the center of a County Road;  
also, from point "A" running N 89° 50' W to  
the East R/W line of U. S. Highway 63,  
containing 4.38 acres, more or less, and,

019-041 - A strip of land 70 feet in width, being 35  
&  
019-044 feet on either side of a centerline described  
as follows:

Beginning at a point, said point being 470.0  
feet South of the Northwest corner of the  
Southwest Quarter (SW $\frac{1}{4}$ ) of Section 31,  
Township 50 North, Range 12 West; thence  
S 74° 10' E a distance of 440.0 feet; thence  
N 80° 0' E a distance of 1,736.0 feet,  
containing 3.5 acres, more or less.

The party of the first part, for itself, its successors and assigns, covenants  
that it will warrant and defend the said property unto the party of the second  
part, its successors and assigns, forever, against all claims, liens, and  
encumbrances and demands of all persons deriving title by, through or under the  
party of the first part, and none other.

ATTEST

By: James F. Hobbs  
James F. Hobbs  
Vice President-Resource Management

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal  
at my office in St. Louis, Missouri, the day and year last above written.

My Commission expires:  
November 14, 1980

*Fern J. Biggs*  
 Fern J. Biggs  
 Notary Public  
 within and for said City and State

I, the undersigned Recorder of Deeds for said County and State do hereby certify that the foregoing last named Affidavit was filed for record in my office on the 22nd day of January, 1979, at 11:05 o'clock, minutes. A true and correct record is in Book 462, Page 380.

Witness my hand and official seal on the day and year aforesaid.

by Marjorie Malik-Ahmedi Deputy  
Marjorie Malik-Ahmedi

- 2 -

318 -2024

## CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

2nd

day of

July

20 24

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

Now on this day, the County Commission of the County of Boone does hereby authorize the request to convert position number 913, Crime Victim Specialist (Class Code 502100, Range 37), to Victim Assistant (Class Code 502200, Range 27).

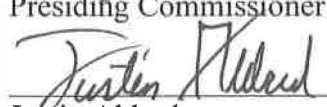
Done this 2<sup>nd</sup> day of July 2024.

ATTEST:

  
Brianna L. Lennoh

Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**CERTIFIED COPY OF ORDER****STATE OF MISSOURI**} **ca.**

July Session of the July Adjourned

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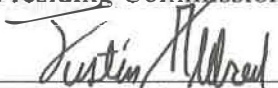
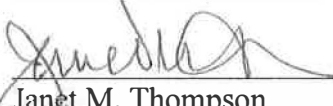
**day of July****20 24****the following, among other proceedings, were had, viz:**

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the Flexible Hiring Range for position number 913, Victim Assistant, and does hereby authorize an appropriation of \$20.20 per hour for the salary of said position.

Done this 2<sup>nd</sup> day of July 2024.

**ATTEST:**

Brianna L. Lennon  
Clerk of the County Commission

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

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**Term. 20 24****County of Boone**

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**In the County Commission of said county, on the**

2nd

**day of**

July

**20 24****the following, among other proceedings, were had, viz:**


Now on this day, the County Commission of the County of Boone does hereby acknowledge the attached report documenting the contracts approved by the Purchasing Director as the County's Purchasing Agent (as designated in Commission Order 114-2022) for 2<sup>nd</sup> quarter of fiscal year 2024.

Done this 2<sup>nd</sup> day of July 2024.

**ATTEST:**

Brianna L. Lennon

Clerk of the County Commission

  
Kip Kendrick  
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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: July 2, 2024  
RE: Contracts and Amendments Signed by Purchasing Director for 2nd quarter of fiscal year 2024

Attached is the list of contracts and amendments that were awarded and signed by the Purchasing Director for the 2nd quarter of fiscal year 2024.

The *Notice of Awards* that explains the justification for award is posted on our web page under the Purchasing Department. The *Bid Tabulation* listing the Bidders/Offerors with pricing is also posted there. These contract documents have been added to the Boone County Clerk bid file.

att: List of Contracts/Amendments

**Contracts and Amendments Signed by Purchasing Director  
April, May, June 2024**

**CONTRACTS**

<b><u>Bid # / Contract #</u></b>	<b><u>Description</u></b>	<b><u>Vendor</u></b>	<b><u>Award Amount</u></b>
02-31JAN24 (C000777)	Civil Construction Projects for Joint Communications	C.L. Richardson Construction Company	Term & Supply
08-15APR24	Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal/Grinding Services	Arthur Ratliff Tree and Stump Removal, LLC	Term & Supply
08-15APR24	Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal/Grinding Services	Braik's Tree Care LLC	Term & Supply
21-23MAY24	Cell Door Cuff and Food Ports for Sheriff's Office	Craftmaster Hardware LLC	\$14,130.00
24-11JUN24	Juror Hotel Accommodation Services	RVR Enterprises, Inc., dba Holiday Inn Express and Suites	Term & Supply
19-20MAY24 (C000827)	Monitoring Services for Emergency Disaster Debris Removal and Disposal Contract	DebrisTech, LLC	Term & Supply

**AMENDMENTS**

<b><u>Amendment/Bid #</u></b>	<b><u>Description</u></b>	<b><u>Vendor</u></b>	<b><u>Amendment Amount</u></b>	<b><u>Description</u></b>
18-19MAY22 (C000121)	Check Point Firewall	Alecto, LLC, d/b/a Enterprise Consulting Group	Term & Supply	Assignment of contract
Amendment #3 to C000072 (12- 23MAR20)	Managed Print Services	Sumnerone, Inc.	Term & Supply	corrects typo with bid # in contract
Amendment #1 to C000707 (27- 13JUN23)	Off-Site Scanning Services	US Imaging	Term & Supply	Clarifies that indexing is "per file" rather than "per pdf/document"
Amendment #1 to 21-06JUN23 (C000650)	Elevator Maintenance	Otis Elevator Co.	Term & Supply	changes billing from quarterly invoicing to monthly invoicing

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July Session of the July Adjourned

**Term. 20 24****County of Boone**

} ca.

**In the County Commission of said county, on the**

2nd

**day of**

July

**20 24****the following, among other proceedings, were had, viz:**


Now on this day, the County Commission of the County of Boone does hereby approve an agreement with Do Something Right Now, Inc. for Contract C000821 – Hogan House Food Pantry and Support Center.

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

Done this 2<sup>nd</sup> day of July 2024.

**ATTEST:**

Brianna L. Lennon  
Clerk of the County Commission

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

# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4391

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** June 19, 2024  
**RE:** Award Recommendation from RFP 01-13MAR24 – 2024 Grassroots  
*Funding Opportunity: Contract C000821 – Hogan House Food Pantry and Support Center with Do Something Right Now, Inc.*

Request for Proposal 01-13MAR24 – 2024 Grassroots Funding Opportunity closed on March 13, 2024. 15 proposal responses were received. Six programs are being recommended for award and are detailed on the attached.

The evaluation committee consisted of Bob Algur, Lynn Barnett, Rodney Dixon, Greg Grupe, Michele Kennett, Connie Leipard, Dr. Wiley Miller, Leigh Spence, and Sebastian Martinez Valdivia. Attached are the evaluation committee's review sheets.

Invoices will be paid from department 2162 –CSF Program Funding, account 71106 – Contracted Services. The total amount funded from this award is \$359,194.50. 13,500,000.00 is budgeted for 2024.

This contract award is for contract C000821 – Hogan House Food Pantry and Support Center with Do Something Right Now, inc. for \$74,512.50. This program provides a neighborhood food pantry and support center for residents of Demaret Drive.

cc: Proposal File

ATT Evaluation Committee Reports and Score Sheets; Programs Recommended for Award Attachment

06/13/24

RQST  
DATE

**PURCHASE REQUISITION  
BOONE COUNTY, MISSOURI**

16649

VNDR #

Do Something Right Now

VENDOR NAME

01-13MAR24

BID #

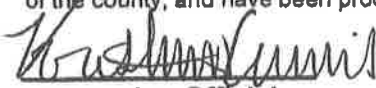
Ship to Dept #:

Bill to Dept #:

Dept	Account	Item Description	Qty	Unit Price	Amount
2162	71106	First Installment Upon Contract Execution	1	\$44,707.50	\$44,707.50
2162	71106	Second Installment - submission of quarterly report	1	\$29,805.00	\$29,805.00
					\$0.00
		Program: Hogan House Food Pantry and Support Center			\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00

GRAND TOTAL: 74,512.50

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

  
Approving Official

PV

  
Prepared By

Auditor Approval

# Columbia Supreme

## Case Management for At-Risk Youth

	Score
1. Does the organization show readiness for capacity building to deliver quality services to Boone County residents?	8.00
2. Does the organization have realistic expectations in implementing the proposed program?	7.00
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	8.00
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	8.00
5. Does the organization demonstrate collaboration with other organizations in the community?	7.50
6. Does the organization's leadership and staff represent the community that it proposes to serve?	9.25
7. Does the organization align geographically with the community it serves?	9.00
8. Does the program offer innovative approaches to intervene in localized issues or problems?	6.50
9. Does the organization provide justification in their best and final offer for the type of program and number to be served?	7.00
<b>Score</b>	<b>70.25</b>
Total Score Range is 9 - 90	

### Strengths

- The organization has been established for some time and continues to grow.
- The organization collaborates with other programs to help benefit the individuals they are serving.
- The director and key staff seem committed to the program and positive outcomes for the children they serve.
- Connecting with students and families through sports is a great way to engage otherwise reluctant students in positive activities and serves a need that is vitally important to the community.
- The program can help kids to focus on healthy activities and improved attendance and academics.
- The proposal is well written and provided clarification to questions.
- The proposal explains how the program can compliment existing programming for the organization.
- The organization explains systems that are in place to ensure funding requirements are met.
- The organization provides transportation through volunteers and has other funding sources which will be used to purchase a van to help eliminate barriers.

### Weaknesses

- The organization seems to have previous financial challenges and could benefit from improved financial management and oversight of program resources.
- The organization does not have a set location for the program.
- Logistics of providing case management to families could be challenging but it does seem that they need more people to meet the more extensive needs of the students.
- Not specifically a weakness, but a consideration is that school attendance and passing grades would be good to include as part of the evaluation process.
- The vision regarding possible or desired outcomes for the program is unclear.
- The budget provided includes salary for coaching staff without clear explanation of how this would be considered an expense for the proposed program.
- There seems to be a very small staff.
- The Board President is also a paid employee and does not indicate that they would adjust roles.

# Freeair Literacy Foundation

## Freeair Kids

	Score
1. Does the organization show readiness for capacity building to deliver quality services to Boone County residents?	2.75
2. Does the organization have realistic expectations in implementing the proposed program?	3.00
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	4.50
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	3.50
5. Does the organization demonstrate collaboration with other organizations in the community?	3.25
6. Does the organization's leadership and staff represent the community that it proposes to serve?	5.25
7. Does the organization align geographically with the community it serves?	5.50
8. Does the program offer innovative approaches to intervene in localized issues or problems?	3.25
9. Does the organization provide justification in their best and final offer for the type of program and number to be served?	2.75
<b>Score</b>	<b>33.75</b>
Total Score Range is 9 - 90	

### Strengths

- Increasing literacy is an important and admirable goal.
- The organization has access to a lot of books which are provided at no cost to children and youth.
- The organization seems to have good staff available.
- The proposal provided clear information about different aspects of the program.

### Weaknesses

- The organization did not attend the scheduled interview.
- This proposal did not demonstrate any other sources of funding or collaboration with other nonprofit organizations.
- It is unclear if the van described in the proposed program addresses a need in our community with other free book options already available and seems duplicative of the bookmobile services provided by the public library.
- The program does not seem to address root causes around literacy issues.
- The proposal was written in general terms, with implementation and goals of the program fairly vague.
- There seems to be a lack of direct contact with children and youth to be served by this program.
- As a new program currently not working with any individuals, there was no demonstration of partnerships which provided confidence in the demand/feasibility of it.
- The book clubs hours and locations seem unrealistic or inconvenient for families.
- The funding requested seems to directly benefit the publishing company associated with the foundation.
- It appears funding requested may be used to pay board members.

# Grade A Plus Incorporated

## Family Leader Support

	Score
1. Does the organization show readiness for capacity building to deliver quality services to Boone County residents?	7.50
2. Does the organization have realistic expectations in implementing the proposed program?	7.00
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	7.00
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	7.75
5. Does the organization demonstrate collaboration with other organizations in the community?	7.00
6. Does the organization's leadership and staff represent the community that it proposes to serve?	8.25
7. Does the organization align geographically with the community it serves?	8.00
8. Does the program offer innovative approaches to intervene in localized issues or problems?	5.00
9. Does the organization provide justification in their best and final offer for the type of program and number to be served?	6.75
<b>Score</b>	<b>64.25</b>
Total Score Range is 9 - 90	

### Strengths

- The organization is established and known in the community for the tutoring services they provide. The organization appears to have funding from other sources.
- The organization demonstrates dedication to providing greatly needed services to the community and successfully serving children in areas which may be underserved.
- Organizational leadership shows efforts to garner a board of directors that can advise and provide oversight.
- Organizational leadership demonstrates ability to talk about their programming and collaborate with other organizations.
- The program seems to have been developed specifically based on needs identified by the organization as an additional layer of support for families which would be more sustainable.

### Weaknesses

- The organization has successfully been funded by other local funders under their Purchase of Service model, so the need for the capacity building aspects of this funding source is unclear.
- Not specifically a weakness, but something to consider is if a partnership could be built with FACE and others to fill the case management role for families.
- The program appears to be spread over a large geographic area, resulting in a need for transportation. This adds a question if there could be a potentially more efficient use of funds if services were focused on a specific area of the community.
- Delivery of services and approaches to involving a greater number and diversity of students seemed to lack innovative strategies.
- It is unclear if this is something parents are requesting and what amount of participation will occur.
- The indirect cost line continues to be a bit confusing.



# Magnificent Melanin Misses

## Magnificent Melanin Misses Mentoring

	Score
1. Does the organization show readiness for capacity building to deliver quality services to Boone County residents?	3.00
2. Does the organization have realistic expectations in implementing the proposed program?	3.25
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	5.75
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	3.50
5. Does the organization demonstrate collaboration with other organizations in the community?	3.00
6. Does the organization's leadership and staff represent the community that it proposes to serve?	6.50
7. Does the organization align geographically with the community it serves?	6.50
8. Does the program offer innovative approaches to intervene in localized issues or problems?	3.25
9. Does the organization provide justification in their best and final offer for the type of program and number to be served?	2.75
<b>Score</b>	<b>37.50</b>
Total Score Range is 9 - 90	

### Strengths

- Mentoring is beneficial to young people when done right.
- The program seems to have been developed out of a desire to support youth through mentorship and the director has a good heart to do this work in the community.
- The program currently serves a small group of participants.

### Weaknesses

- The organization did not follow directions when providing the follow up information requested, which may indicate the program is not ready for this type of funding at this time.
- The organization is relatively new.
- It was difficult to get a full understanding of the program without receiving all responses to written clarification.
- The funding request is extremely high.

# Sophia's Helping Hand

## Relieve Hunger Program

	Score
1. Does the organization show readiness for capacity building to deliver quality services to Boone County residents?	5.50
2. Does the organization have realistic expectations in implementing the proposed program?	5.50
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	8.25
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	5.50
5. Does the organization demonstrate collaboration with other organizations in the community?	5.50
6. Does the organization's leadership and staff represent the community that it proposes to serve?	8.50
7. Does the organization align geographically with the community it serves?	8.50
8. Does the program offer innovative approaches to intervene in localized issues or problems?	6.00
9. Does the organization provide justification in their best and final offer for the type of program and number to be served?	5.75
<b>Score</b>	<b>59.00</b>
Total Score Range is 9 - 90	

### Strengths

- The organization has been operating for a while with a limited budget and volunteers. It is admirable that this organization appears dedicated to going into communities/neighborhoods to provide food and resources in collaboration with others.
- It appears there is the capacity to expand services.
- Food insecurity is an issue and this proposal helps to address this with a relatively low amount of funding requested which are focused on facility and supply costs rather than salaries. The educational component to provide nutritional information to families is a positive piece to the proposal.

### Weaknesses

- The organization did not clearly explain how the Children's Services Fund would not be used for ineligible adults.
- Given the nature of this program, It is not clear how services provided by this program can be tracked even with the described registration process to collect data.
- It is unclear if the Big Bear location is conducive to this effort.
- Aspects of the organizational structure are confusing given there is another business that is also in the same location.
- It is unclear how families are identified for food delivery or access this program.
- There are collaborations noted but no outside funding efforts are indicated in the budget.
- Not specifically a weakness, but a consideration is that service capacity is not unlimited.
- Some program elements discussed as part of the interview related to nutrition education were not originally described in the proposal and the written clarification response lacked details.
- There are existing programs that incorporate healthy eating nutrition education.

# The Heriford House Foundation

## Therapy Has No Limits

	Score
1. Does the organization show readiness for capacity building to deliver quality services to Boone County residents?	6.75
2. Does the organization have realistic expectations in implementing the proposed program?	5.75
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	7.00
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	6.75
5. Does the organization demonstrate collaboration with other organizations in the community?	5.25
6. Does the organization's leadership and staff represent the community that it proposes to serve?	7.00
7. Does the organization align geographically with the community it serves?	6.25
8. Does the program offer innovative approaches to intervene in localized issues or problems?	5.25
9. Does the organization provide justification in their best and final offer for the type of program and number to be served?	6.75
<b>Score</b>	<b>56.75</b>
Total Score Range is 9 - 90	

### Strengths

- A dedicated and enthusiastic organizational leadership seems to have a passion to serve children and families that are financially unable to receive services.
- The Heriford House is an established organization which has been providing services in the community with needed therapist diversity.
- The organization is providing therapy to youth and families, which is always needed.

### Weaknesses

- The blending, yet separateness of The Heriford House Counseling Center and The Heriford House Foundation is confusing. It is unclear how all the requirements of the Children's Services Fund can be met with a shared intake process.
- The budget amounts seem too expensive for what is being proposed.
- The program seems like it would be a better fit under a Purchase of Service model.
- Not specifically a weakness, but a consideration is the need to recognize the limitations of counseling and psychotherapy.
- There are other organizations in the community which are able to provide therapy to those that are uninsured or underinsured.

# Youth Empowerment Collective, Inc.

## Positive Impact Empowerment (females); Bro Code (males)

	Score
1. Does the organization show readiness for capacity building to deliver quality services to Boone County residents?	3.25
2. Does the organization have realistic expectations in implementing the proposed program?	3.00
3. Does the proposed program meet an unmet need of the community and the Children's Services Fund?	5.25
4. Does the organization have a clear way of using potential CSF funds for only statutorily eligible beneficiaries and expenses?	5.25
5. Does the organization demonstrate collaboration with other organizations in the community?	3.50
6. Does the organization's leadership and staff represent the community that it proposes to serve?	7.00
7. Does the organization align geographically with the community it serves?	6.50
8. Does the program offer innovative approaches to intervene in localized issues or problems?	2.75
9. Does the organization provide justification in their best and final offer for the type of program and number to be served?	3.25
<b>Score</b>	<b>39.75</b>
Total Score Range is 9 - 90	

### Strengths

- The organization seems to be the brainchild of leadership with dedication and a heartfelt desire for the director to work in this area.
- Organizational leadership seems to demonstrate positive relationships with students at the school where the program currently takes place.
- The organization provides mentoring to youth, which is often beneficial as students need adults who care.
- The organization currently serves several youth.
- The organization seems to be working to develop partnerships to further support this program.

### Weaknesses

- The organization seems to have very little infrastructure in place to make sure the deliverables would be met for the amount of funding requested.
- More specific information about other funding sources was needed.
- The organization appears to only be serving students at one school and has not been in operation for very long.
- It is unclear how long it would take to shift from the existing program format to the one on one mentoring proposed.
- It is unclear if the depth and vision are fully developed beyond an idea into a program which is ready for this type of funding.
- The organization did not participate in either interview that was scheduled for them.
- The organization is not currently recognized as a 501(c)3 and does not meet eligibility for funding at this time.

## Evaluator Signatures

DocuSigned by:  
  
DBAA928FB40448D...


Connie Leipard

5/15/2024

Signature

Name

Date

DocuSigned by:  
  
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Leigh Spence

5/15/2024

Signature

Name

Date

DocuSigned by:  
  
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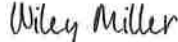
Lynn Barnett

5/16/2024

Signature

Name

Date

DocuSigned by:  
  
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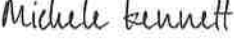
Wiley Miller

6/5/2024

Signature

Name

Date

DocuSigned by:  
  
48A82151E11416...

Michele Kennett

5/17/2024

Signature

Name

Date

**CERTIFIED COPY OF ORDER****STATE OF MISSOURI**

}

ca.

July Session of the July Adjourned

**Term. 20 24****County of Boone****In the County Commission of said county, on the****2nd****day of****July****20 24****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 Maintenance Training Agreement between Boone County and Caldwell County Sheriff's Office.

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

Done this 2<sup>nd</sup> day of July 2024.

**ATTEST:**

Brianna L. Lennon  
Clerk of the County Commission

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

## K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 2nd day of July, 2024, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and Caldwell County Sheriff's Office (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 on the 28<sup>th</sup> day of April, 2024, 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.



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**

By:



Printed Name:

Dale Akey

Attest:

Jamie Aubrey



**BOONE COUNTY, MISSOURI**

By:



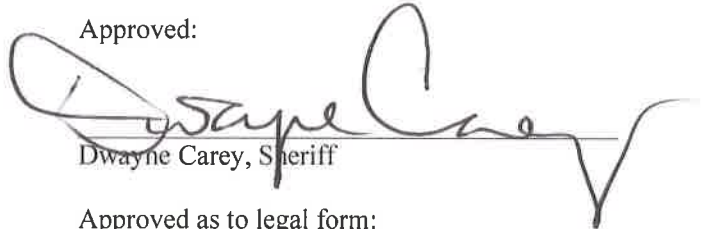
Kip Kendrick, Presiding Commissioner

Attest:



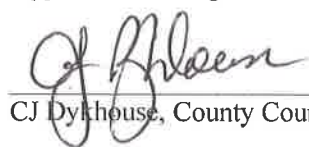
Brianna L. Lennon, County Clerk

Approved:



Dwayne Carey, Sheriff

Approved as to legal form:



CJ Dykhouse, County Counselor

Acknowledged for Budgeting Purposes:



Kyle Rieman, Auditor



Exhibit "A"

## 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

A handwritten signature in blue ink, appearing to read "Zachary Feil", is written over a horizontal line.

Printed Name of Participant

Zachary Feil

**CERTIFIED COPY OF ORDER****STATE OF MISSOURI**} **ca.**

July Session of the July Adjourned

**Term. 20 24****County of Boone****In the County Commission of said county, on the**

2nd

**day of**

July

**20 24****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 Law Enforcement Mutual Aid Agreement between Boone County and the City of Ashland.

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

Done this 2<sup>nd</sup> day of July 2024.

**ATTEST:**

Brianna L. Lennon  
Clerk of the County Commission

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

RESOLUTION 2024-45

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LAW  
ENFORCEMENT MUTUAL AID AGREEMENT WITH BOONE COUNTY SHERIFF'S  
OFFICE


Whereas, this agreement will allow Ashland Officers to take law enforcement action anywhere in Boone County and not be limited to within Ashland City limits; and

Whereas, by State Law, Police Officers can assist other agencies when requested and/or during emergencies. The purpose is to eliminate questions of jurisdictional authority when operating near city limits or when it is not 100% clear where a crime or violation occurred. By formalizing this authority we reduce liability to the city and our officers by recognizing their authority county wide. The Chief of Police, either by directive or policy, will have the ability to limit officers to reasonable and necessary activity in areas close to our city.

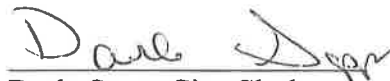
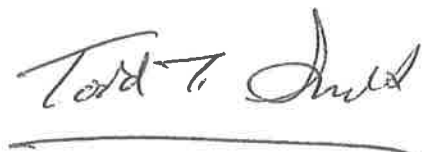
THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF  
ASHLAND, MISSOURI AS FOLLOWS:

The Board of Aldermen hereby authorizes the Mayor to enter into a Law Enforcement Mutual Aid Agreement with Boone County Sheriff's Office as set out in the contract and marked as "Exhibit A".

Passed and adopted this 18 day of June, 2024.

  
Dorise Slinker, Mayor

Attest:

  
Darla Sapp, City Clerk  
Todd Smith, City Attorney

**LAW ENFORCEMENT MUTUAL AID AGREEMENT  
BOONE COUNTY, MISSOURI**

THIS AGREEMENT dated the 2<sup>nd</sup> day of July, 2024, is entered into by and between Boone County, Missouri (County), and City of Ashland; (City/Agency):

**WHEREAS**, County wishes to facilitate the provision of police services throughout Boone County without the Boone County Sheriff (Sheriff) having to provide deputy sheriff commissions to peace officers from other jurisdictions; and

**WHEREAS**, it is recognized that in certain situations the use of law enforcement officers to perform peace officer duties outside the territorial limits of the jurisdiction where such officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety, and welfare of the public; and

**WHEREAS**, the County and City/Agency have the authority under RSMo §70.815 to enter into cooperative agreements for the provision of police services within Boone County, Missouri; and

**WHEREAS**, when operating under this Agreement, it is the intention of the parties that the City's/Agency's employees or agents shall be subject to all provisions of law, and retain the same status as an employee or agent, as if those employees or agents were providing services within City's/Agency's own jurisdiction; and

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

1. **AUTHORIZATION.** The parties agree to provide mutual aid services in furtherance of the investigation of criminal activity and enforcement of the laws of this state, and to assist in the provision of specialized services to their mutual aid in the protection of health, life, and property which require such assistance, to the extent that each has resources available and ready to do so in the discretion of, and at the direction of, the chief law enforcement officer of the City/Agency and the Sheriff. This authorization shall extend the powers of arrest of City's/Agency's peace officers as contemplated in RSMo §70.815.
2. **PEACE OFFICERS SUBJECT TO AGREEMENT.** Only those peace officers certified and in good standing with the Peace Officers Standards and Training (POST) program of the Missouri Department of Public Safety shall have authority to provide services under this Agreement. This authorization shall extend to all such POST-certified officers of City/Agency unless said City/Agency is notified by the Sheriff of a withdrawal of this authority as to any specific officer, in the Sheriff's sole discretion.
3. **COMPENSATION.** Mutual aid assistance provided under this Agreement shall be rendered without charge to County both during the conduct of normal police business and in emergency situations.

4. **LIABILITY.** Each party shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and police personnel. Neither City/Agency or County shall be liable to the other for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively handle any policy problem arising out of any assistance provided hereunder. City's/Agency's employees or agents shall be subject to all provisions of law and retain the same status as an employee or agent, as if those employees or agents were providing services within City's/Agency's own jurisdiction.
5. **TERM.** The term of this Agreement shall begin immediately upon execution of the same for a period of one-year and shall automatically renew for successive periods of one-year if not terminated as provided for 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.
6. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
7. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of County and City/Agency. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
8. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
9. **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 City/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.
10. **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.
11. **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.
12. **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.

**CITY OF ASHLAND**

By:

  
\_\_\_\_\_  
Kyle Michel, City Administrator

Dated: 6-20-2024

ATTEST:

  
\_\_\_\_\_  
Darla Sapp, City Clerk

**APPROVED – Police Agency:**

  
\_\_\_\_\_  
Scott Young, Police Chief

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Todd Smith, City Attorney

**BOONE COUNTY, MISSOURI**

By:

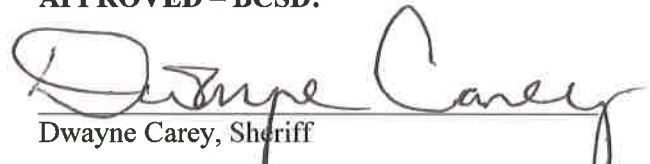
  
\_\_\_\_\_  
Kip Kendrick, Presiding Commissioner

Dated: 7/2/2024

ATTEST:

  
\_\_\_\_\_  
Brianna L. Lennon, County Clerk

**APPROVED – BCSD:**

  
\_\_\_\_\_  
Dwayne Carey, Sheriff

**APPROVED AS TO FORM:**

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