

487 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the

2nd

day of October

20 25


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 Amendment Number One to the Legal Services Agreement between Boone County and Sue Boresi that was originally approved in Commission Order 323-2025.


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


Done this 2nd day of October 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

**AMENDMENT NUMBER ONE
TO
LEGAL SERVICES AGREEMENT &
ATTORNEY RETAINER AGREEMENT**

THE AGREEMENT approved in Commission Order 323-2025 by and between **Boone County, Missouri**, a first-class county ("County") by and through its County Commission, upon the recommendation of the elected prosecutor, **Roger Johnson**, and **Sue Boresi**, (herein "Special Assistant Prosecutor"), is amended as follows:

1. **ADD** – a fourth project of covering certain docket calls as directed by the Prosecutor at an hourly rate of **\$41.00 per hour**, with a **total not to exceed \$2,050.00**.
2. Except as specifically amended herein, all other terms, conditions, and provision of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

SPECIAL ASSISTANT PROSECUTOR:



Sue Boresi

Dated: 9/26/2025

BOONE COUNTY, MISSOURI

By:



Kip Kendrick, Presiding Commissioner

ATTEST:




Brianna L. Lennon, County Clerk

APPROVED:



Roger Johnson, Boone County Prosecutor

APPROVED AS TO FORM:


CJ Dykhouse, County Counselor

Auditor Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract.

 by  @ 9-29-25
Kyle Rieman, Auditor Date

Appropriation Account
1261-71105

488-2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI



ea.

October Session of the October Adjourned

Term. 20 25

County of Boone


In the County Commission of said county, on the 2nd day of October 20 25

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


Now on this day, the County Commission of the County of Boone does hereby approve a Contract Amendment with Grote & Associates, Inc. for Legislative Consultant Services. The terms of the contract amendment are set out in the attached contract amendment and the Presiding Commissioner is authorized to sign the same.

Done this 2nd day of October 2025.

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



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: September 11, 2025
RE: Amendment #2 to Contract C000029 (05-31DEC18C) – Legislative
Consultant – Lobbying Services

Contract C000029 (05-31DEC18C) – Legislative Consultant – Lobbying Services was approved by commission for award to Grote & Associates, Inc. on January 1, 2018, commission order #128-2018.

Amendment #2 adds five, one-year renewal periods with the first period beginning on January 1, 2026. This is a Term and Supply contract for department 1121 – County Commission, account 71101 – Professional Services.

cc: Contract File

Commission Order: 488-2025

Date: 10.02.2025

**CONTRACT AMENDMENT NUMBER TWO
FOR
LEGISLATIVE CONSULTANT - LOBBYING SERVICES**

The Agreement **C000029 (05-31DEC18C)** dated the 1ST day of January 2018 made by and between Boone County, Missouri and **Grote & Associates, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD the following optional renewal periods:

January 1, 2026 - December 31, 2026 for \$28,013
January 1, 2027 - December 31, 2027 for \$28,853
January 1, 2028 - December 31, 2028 for \$29,718
January 1, 2029 - December 31, 2029 for \$30,593
January 1, 2030 - December 31, 2030 for \$30,593

Reimbursable expenses shall not exceed \$5,000.00.

2. Contract is renewed for the period January 1, 2026 through December 31, 2026.

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

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

GROTE & ASSOCIATES, INC.

By: 
DocuSigned by:
685983CFF2BA4F7...

Title: Michael Grote

BOONE COUNTY, MISSOURI

By: Boone County Commission


DocuSigned by:
57400BED96434D4...

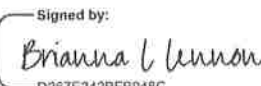
Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:


DocuSigned by:
7D71DEAEB9D74DD...


CJ Dykhous, County Counselor

ATTEST:


Signed by:
D267E242BFB948C...

Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION: In accordance with §RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


DocuSigned by:
EB91DB24AAAC49D...

9/12/2025

1121-71101 Term & Supply – No encumbrance required

Signature

Date

Appropriation Account



Melinda Bobbitt
Director of Purchasing
Boone County Government
5551 S Tom Bass Road
Columbia, Mo 65201

RE: 2026-2031 Legislative Consultant

Dear Melinda,

Thank you for allowing Grote and Associates to submit information regarding a possible continuation of a contract through 2031. This fee schedule contemplates an annual 3% increase year over to move the standard rate for this contract to a more standardized fee for services.

The rates would be as follows:

January 1, 2026 - December 31, 2026 - \$28,013
January 1, 2027 - December 31, 2027 - \$28,853
January 1, 2028 - December 31, 2028 - \$29,718
January 1, 2029 - December 31, 2029 - \$30,593
January 1, 2030 - December 31, 2030 - \$30,593

The only reimbursable expense that Grote and Associates would charge is for travel directly required by the Boone County Commission. We don't charge expenses on other items.

That rate would be capped at \$5,000 / required travel event or activity by the Commission. During the entire agreement period I don't recall there ever being an occurrence of such expense.

Should Grote and Associates be further considered to fulfill these services please direct all communications to:

Michael Grote
P.O. Box 638
Columbia, Missouri 65205
mike@ga2.us
573-424-5120.

Thank you for your time and consideration. Please feel free to contact me at your convenience.

Sincere regards,

Michael Grote
General Counsel
Grote and Associates, Inc.



GROT&AS-01

LBOSLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TIG Advisors 200 E. Southampton Dr. Columbia, MO 65203	CONTACT NAME: Laura Bosley PHONE (A/C, No, Ext): (573) 875-4800 FAX (A/C, No): (573) 875-4514 E-MAIL ADDRESS: lbosley@tigadvisors.com														
INSURED Grote & Associates, Inc. 28 North 8th Street, Suite 317 Columbia, MO 65201	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Casualty Insurance Company of America</td> <td>19046</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty Insurance Company of America	19046	INSURER B: Federal Insurance Company	20281	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6805117N113	7/1/2025	7/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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AGGREGATE	\$																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$</td></tr> </table>	<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$		
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B	Professional Liab			82598593	7/1/2025	7/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Ea Claim/Aggregate</td> <td style="text-align: right;">1,000,000</td> </tr> </table>	Ea Claim/Aggregate	1,000,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Boone County, Missouri
 Director of Purchasing
 5551 S Tom Bass Rd
 Columbia, MO 65201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

489 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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ea.

October Session of the October Adjourned

Term. 20 25

County of Boone

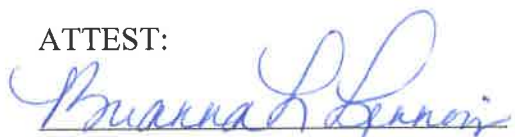
In the County Commission of said county, on the 2nd day of October 20 25

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 SumnerOne, Inc. for a copier for the Boone County Auditor. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

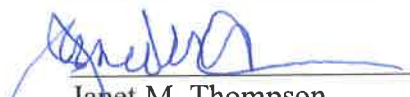
Done this 2nd day of October 2025.

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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 2, 2025
RE: Cooperative Contract Award: C001041 (State of MO cooperative contract CT241929) – Copier for Boone County Auditor with SumnerOne, Inc.

The Boone County Auditor requests permission to utilize the State of Missouri cooperative contract CT241929 with SumnerOne, Inc. The county contract number is C001041.

Auditor: 1110-92000 / \$8,024.81 (Budget Amendment processed by Auditor's office for this purchase)

Purchasing is seeking permission to dispose of the Auditor's existing copier by trade for a \$0.00 value.

Canon IR C5240
Fixed Asset 19513

SumnerOne, Inc. will haul off and recycle the surplus copier at the time they install the new copier. The hard drive will be removed and left with our Information Technology department.

cc: Contract File

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 09/23/25

Fixed Asset Tag Number: 19513

Description of Asset: Canon IR C5240 copier

Requested Means of Disposal: ☐ Sell ☒ Trade-In ☐ Recycle/Trash ☐ Other, Explain:

Other Information (Serial number, etc.): RRD07282

Condition of Asset: Poor

Reason for Disposition: Replacing


Location of Asset and Desired Date for Removal to Storage: Auditor's office

Was asset purchased with grant funding? ☐ YES ☒ NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐ YES ☐ NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Auditor 1110

Signature 

To be Completed by: AUDITOR

Original Acquisition Date 2/23/15 G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount 8,180.00

Original Funding Source 2731

Account Group 1601

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

☐ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

☐ Trade ☐ Auction ☐ Sealed Bids

☐ Other Explain _____

Commission Order Number 489-2025

Date Approved 10/2/2025

Signature 

RECEIVED

SEP 23 2025

BOONE COUNTY
AUDITOR

**PURCHASE AGREEMENT FOR
PHOTOCOPIER WITH MAINTENANCE
FOR BOONE COUNTY AUDITOR**

THIS AGREEMENT, C001041, dated the 2nd day of October 2025 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **SUMNERONE, INC.**, herein "Contractor."

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 a contract for a **Photocopier with Maintenance** in compliance with the State of Missouri Contract **CT241929020** (based on NASPO ValuePoint contract **CT241929**), SUMNERONE'S quote dated September 4, 2025, issued by Andie Smolanovich, Boone County Insurance Requirements, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and the State of Missouri contract CT241929020 (based on NASPO ValuePoint contract CT241929) shall prevail and control over the vendor's quote responses.

2. **Purchase** - The County agrees to purchase from the Contractor, and the Contractor agrees to supply the County with the following equipment:

Boone County Auditor – Attn: Jeff Shockley, 801 E. Walnut Street, Room 304, Columbia, MO 65201. Phone: 573-886-4277.

Copier: One (1) Kyocera TASKalfa MZ5001ci (1,000 Sheet Finisher) \$8,024.81
New Photocopier includes the following:

DP-7160 320 Sheet Dual Scan Document Processor TA-2554/3554CI-1203TC6USV
PF-7140 Dual 500 Sheet Paper Tray – 1203V2USV
DF-7120 1,000-Sheet Finisher (50-Sheet Staple)
AK-7110 Attachment Kit

Pricing includes delivery, installation, setup, connectivity, initial training, and on-going training and support.

Copier Maintenance: All black and white impressions at \$0.0049 / impression. 1,425 black and white impressions included a month. All color impressions at \$0.0387 / impression. 425 color impressions included a month.

3. **Maintenance** – The following shall apply to all copiers within this agreement. Maintenance includes all parts, labor, drums, toner and developer; only paper and staples are excluded. **Maintenance pricing remains firm through December 31, 2030.**

(5) Year Replacement Guarantee on equipment through 12/31/30

- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training
- Unlimited service calls

Contractor's on-site maintenance for copier shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be five (5) fiscal years following the year equipment is installed and accepted by the County.

4. **Trade-in Copiers:** Contractor shall remove the trade-in copier with a \$0.00 value the same day the new copier is installed and shall recycle equipment. Contractor agrees to remove the hard drive of the trade-in copier and leave with the Boone County Information Technology department.

Canon IR C5240, serial # RRD07282, fixed asset tag 19513

5. **Delivery and Installation:** Contractor agrees to deliver, set-up, connect and provide training of copier within 10 days after receipt of Purchase Order.

6. **Billing and Payment** - All billing shall be invoiced to the ordering department and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, 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. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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 are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. Termination for Convenience – County may terminate this Agreement for any reason or for no reason upon sixty (60) days' written notice to 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.


SUMNERONE, INC.

Signed by:

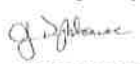
by _____
2637B03D3AE24F7...
Equipment Billing Manager
title _____

BOONE COUNTY, MISSOURI

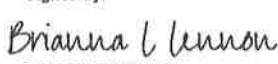
by: Boone County Commission

DocuSigned by:

57400BED96434D4...
Kip Kendrick Presiding Commissioner

APPROVED AS TO FORM:

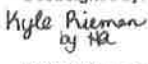
DocuSigned by:

7D71DEAEB9D74DD...
CJ Dykhous, County Counselor

ATTEST:

Signed by:

D267E2428FB948C...
Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract.

DocuSigned by:  EB91DB24AAAC49D...	9/24/2025	1110-92000 / \$8,024.81
Signature	Date	Appropriation Account

490 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI



ea.

October Session of the October Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the

2nd

day of October

20 25

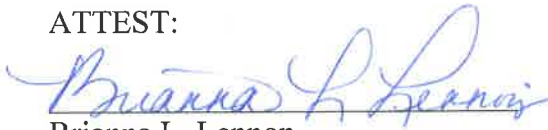
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached annual cooperative agreement with the City of Rocheport for road sales tax revenue.

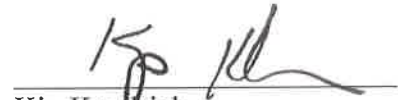
Terms of the agreement are stipulated in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 2nd day of October 2025.

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 ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 2nd day of October, 2025, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Rocheport**, a municipal corporation, herein "City".

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 **Twenty Thousand Five Hundred Twenty Four Dollars and Eighty-Nine Cents (\$20,524.⁸⁹~~85059~~)** as determined by the formula for Year 1 of the 6-year cycle as described in the aforementioned

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

Commission Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

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 468-2011 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 City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

- 4. PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations

imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.

5. **TIMING OF PAYMENTS.** 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

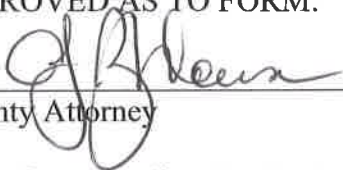
Date:

ATTEST:



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.)



County Auditor

9-26-25
Date

CITY of ROCHEPORT

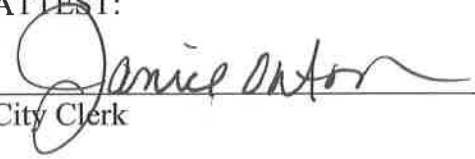
By:



Authorized City Representative

Date:

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney