

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 7<sup>th</sup> day of October 20 04

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

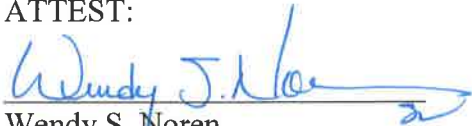
Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Providing Training Services between the Boone County Sheriff's Department and the Missouri Police Chiefs' Association.

Done this 7<sup>th</sup> day of October, 2004.



Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**AGREEMENT FOR PROVIDING TRAINING SERVICES**

THIS AGREEMENT is made on June \_\_\_\_ 2004, by and between the County of Boone, on behalf of its County Sheriff's Office a recognized Missouri law enforcement agency, with office at 2121 County Drive, Columbia, MO 65202, hereinafter referred to as "Sheriff's Office" and the Missouri Police Chiefs' Association a Missouri not-for-profit corporation (hereinafter, "Association").

WHEREAS, the Association is engaged in the providing of training services and other services to the law enforcement community supported by the generation of service and support to and from businesses, agencies, and other interested persons: and

WHEREAS, the Association and the Sheriff's Office are desirous of entering into a training service agreement under the terms and conditions set forth herein:

NOW THEREFORE, in the consideration of the foregoing and of the mutual covenants and conditions contained hereinafter, the parties agree as follows:

**1. SCOPE OF SERVICE.**

The Association shall provide, certify and approve in-service training and maintain continuing education files for the Sheriff's Office.

**2. TERM OF CONTRACT**

This contract shall be in force from June 1, 2004 to May 31, 2005.

**3. COMPENSATION**

The Association shall make a minimum of thirty-two (32) hours of training available to the Sheriff's Office for a fee of \$5,000 to be paid on or before July 1, 2004.

**4. PAYMENT**

The Sheriff's Office shall provide the Association the names and social security numbers of all the individuals of the Sheriff's Office who will receive the services defined by this agreement from the Association. The Sheriff's Office is responsible for honoring the paying for the billed services.

**5. SERVICE LIMITATIONS**

This agreement is limited to certifying in-service training performed at the Sheriff's Office as Approved Provider training, maintaining continuing education records for six years from the date of the course, provide master forms for recording of training data, providing certificates of completion, provide report on sheriff's Office training status, and providing notifications of training outside the scope of this agreement. The training services to be provided shall be agreed to by the parties. The Association agrees to provide the Sheriff's Office four training courses provided twice on the same day for members of the Sheriff's Office. Any additional training certification

---

shall be provided at the \$2.00 per hour of training. The Sheriff's Office shall provide the location for the training at no cost to the Association.

6. SCHEDULING CRITERIA

The Association and the Sheriff's Office shall meet and confer regarding dates, locations, times and subject matters of all courses to be provided under this agreement. Instructors for training under this agreement provided by the Sheriff's Office will receive \$300 per day of training. All other instructors will be obtained with consent of both the Association and Sheriff's Office. Both parties agree to conform to the rules of notification established by the Missouri POST Commission and the attendance policy established by the Association.

7. NOTICE

County shall give prompt written notice to Association whenever Sheriff's Office observes or otherwise becomes aware of any development that affects the scope or timing of Association's services, or any defect or nonconformance in the work of the Association.

8. ASSIGNMENT

The Association shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or notation), without prior written consent of the Sheriff's Office thereto. Any such assignment is expressly subject to all rights and remedies of the Sheriff's Office under this agreement including the right to change or delete activities from the contract or to terminate the same as provided herein and no such assignment shall require the Sheriff's Office to give any notice of any such assignee of any actions which the Sheriff's Office may take under this agreement, though Sheriff's Office will attempt to so notify any such assignee.

9. CONFIDENTIALITY

Any reports, data or similar information given to or prepared or assembled by the Association under this contract which the Sheriff's Office requests to be kept as confidential shall not be made available to any individual or organization by the Association without prior written approval of the Sheriff's Office.

10. NONDISCRIMINATION

The Association agrees in the performance of the contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political affiliation, against any employee or consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. INDEPENDENT CONTRACTOR

The Association is an independent contractor and nothing herein shall constitute or designate the Association or any of its employees as agents or employees of the Sheriff's Office.

---

**12. BENEFITS NOT AVAILABLE**

The Association shall not be entitled to any of the benefits established for the employees of the Sheriff's Office nor be covered by the Workmen's Compensation Program of the County.

**13. BOOKS AND RECORDS**

The Association and all his subcontracts shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in connection with this Contract, and shall make such materials available at their respective offices at all reasonable times during the Contract and for a period of three (3) years following completion of the Contract.

**14. NOTICES**

All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to the Boone County Sheriff's Office, 2121 County Drive, Columbia, Missouri 65202, and the Missouri Police Chief's Association at 1001 East High Street, Jefferson City, MO 65101.

The date and delivery of any notice shall be the date of the second full day after the day of its mailing.

**15. LAW TO GOVERN**

The laws of the state of Missouri as to both interpretation and performance shall govern this Contract.

**16. NON-SOLICITATION**

The Association warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Association to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Association, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sheriff's Office shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

**17. CANCELLATION**

This agreement shall be canceled and terminated upon the occurrence of any of the following events:

- A. The expiration of the Term hereof, or any renewal term as provided herein: or
  - B. In the event the Association shall be in breach of the terms and provisions of this Agreement and if the Association shall not take affirmative action to correct said breach within thirty (30) days following receipt of written notice of such breach, then Sheriff's Office shall thereupon have the right to cancel and terminate this agreement. Upon the Association's receipt of written notice of cancellation from the Sheriff's Office, which is to be sent by certified mail, the
-

Association shall be given the opportunity of meeting with the Sheriff's Office to discuss those matter connected with such cancellation: or

- C. In the event the Sheriff's Office shall be in breach of the terms and provisions of this Agreement and if the Sheriff's Office shall not take affirmative action to correct said breach within thirty (30) days following the receipt of written notice of cancellation from the Association, which is to be sent by certified mail, the Sheriff's Office shall be given the opportunity of a meeting with the Association to discuss those matters connected with such cancellation.

18. INDEMNITY

Each party agrees to indemnify and hold the other harmless from all damages, losses, expenses, including reasonable attorney fees, cost, and other fees incurred by reason of the other's breach of any of the terms and conditions hereof. The Sheriff's Office agrees to indemnify and hold the Association harmless from all damages, losses, expenses, including reasonable attorney fees, costs, and other fees incurred by the reason of liability resulting from the actual training subject matters.

IN WITNESS WHEREOF, the parties hereto have set this hands and seals this \_\_\_\_ day of June 2004.

BOONE COUNTY  
SHERIFF'S OFFICE

MISSOURI POLICE CHIEF'S ASSOCIATION



BOONE COUNTY SHERIFF

-----

EXECUTIVE DIRECTOR

ATTEST:

ATTEST:

-----

-----

APPROVED AS TO FORM:



CERTIFICATION:

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

June Pitchford by Kit 9/29/2004  
Auditor Date

2510-37210 \$5,000.00

09-29-04

# PURCHASE REQUISITION

## BOONE COUNTY, MISSOURI

**DATE**

7/22

**MISSOURI POLICE CHIEFS**

To: County Clerk's Office

**VENDOR NO.**

**VENDOR NAME**

Comm Order # \_\_\_\_\_

**ADDRESS**

**CITY**

Return to Auditor's Office

**BID DOCUMENTATION**

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements. Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (<\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

- Transaction Not Subject To Bidding For The Following Reason:**
- Utility
  - Travel
  - Dues
  - Refund
  - Cooperative Agreement
  - Other (Explain):
  - Training
  - Pub/Subscriptions
  - Required Gov Payment
  - Agency Fund Distribution

**RECEIVED**

SEP 29 2004

BOONE COUNTY AUDITOR

# \_\_\_\_\_  
(Enter Applicable Bid / Sole Source / Emergency Number)

**Ship To Department #**

**Bill To Department #**

Department	Account	Item Description	Qty	Unit Price	Amount
2 5 1 0	3 7 2 1 0	CONTRACT TRAINING	1		5000.00

I certify that the goods, services or charges specified above 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.



**Requesting Official**



**Auditor Approval**

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

October Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 7<sup>th</sup> day of October 20 04  
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Centralia Clinic on October 11, 2004 from 6:30 to 8:30 p.m. for a Girl Scout Leader meeting. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 7<sup>th</sup> day of October, 2004.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

Keith Schmarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

424-2004

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: Girl Scout Leader Meeting

Date(s) of Use: Oct 11 2004

Time of Use: From: 6:30 a.m.  p.m. thru 8:30 a.m.  p.m.

Facility requested: Courthouse Grounds  - Courtyard Square  - Chambers  - Rm220  - Rm208  - Rm139   
Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Linda S Bormann  
Organization Representative/Title: Service Unit Manager  
Address/Phone Number: 524 S Miles Centralia 682-3337  
Date of Application: 9/30/04

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Miller  
County Clerk

BOONE COUNTY, MISSOURI

Keith Schmarre  
County Commissioner

DATE: 7 OCT 2004