| STATE OF MISSOURI | 1 | | | Term. 20 |
|---------------------------|--------------------------|-----------------------------|-----------------|--------------|
| County of Boone | J en. | | | |
| In the County Commissio | n of said county, on the | February Session of the Jar | uary, Adjourned | 20 21 |
| the following, among othe | r proceedings, were had, | viz: | | |
| | | 4th | February | 21 |

Now on this day the County Commission of the County of Boone does hereby approve the request to hire above the flexible hiring maximum for position number 706, GIS Technician II, and does hereby authorize an appropriation equivalent to \$22.00 an hour for the salary of said position.

Done this 4th day of February 2021.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill Presiding Commissioner

Justin

Justin Aldred District I Commissioner

Mi

Janet M. Thompson District II Commissioner

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

| <u>Description of form:</u> To request approval to hire between 86% - 120% of the salary <u>Procedure:</u> The Administrative Authority or designee completes the form and prepares a sch appropriation (account #10100) and calculates the amount for a budget revision, if ner the budget revision (if needed) to the Auditor for certification of funds availabili The Auditor certifies funds availability and approves budget revision (if applicat The Human Resource Director reviews the information, makes recommendation, The County Commission will review all requests for a starting salary above the mid- p County Commission will return this form to the Administrative Authority. The Administrative Authority will attach a copy of this approved form to the Per | range mid-point adult that demonstrates that fu- eded. The Administrative Au- ty. se) and forwards to Human R and schedules the request on point and will either approve or | thority submits the form, the schedule, and esource Director, | |
|--|---|---|--|
| Name of prospective employee Braxton Hazelton | Department 2044/ | 2083- | |
| Position Title GIS Technician II | Position No | 706 | |
| Proposed Starting Salary (complete one only) Annual: OR Hourly; 22.00 | | f Mid-Point | |
| compensation level) Candidate has degree in Geospatial Science and adequate job ex with more technical aspects required of the combined position. Er the requested salary for hiring. | nployees current salary lassification are paid, e | with the City of Columbia is | |
| employee's background exceeds others working in the same job cla There are no other employees in the classification of GIS Technici What effect, if any, will this proposal have on salary relationships wo other offices? It is not anticipated that the salary for this position will pose a problem. | | | |
| What effect, if any, will this proposal have on salary relationships working in the same job classification of GIS Technici | | | |
| What effect, if any, will this proposal have on salary relationships v other offices? | | | |
| Additional comments: Additional comments: | em with other positions between and the second between the second bepartmental salary and w ing departmental salary and ding is attached. | Date: Date: age appropriation (#10100), nd wage appropriation (#10100); Date: <u>2/2/21</u> | |
| Administrative Authority's Signature: Biological are available within the existing of Funds are available within the existing of Funds are not available within the exist in the existing of Funds are not available within the exist in the exist of funds are not available within the exist | em with other positions Determined affers becaute an above departmental salary and w ing departmental salary and ding is attached, Matching Q | Date: Date: age appropriation (#10100), nd wage appropriation (#10100); Date: Date: Date: | |

46 -2021

| STATE OF MISSOURI | | ary Session of the J | anuary Adjourne | d | Term. 20 | 21 | |
|--------------------------|----------------------------|----------------------|-----------------|----------|----------|----|--|
| County of Boone | j ca. | | | | | | |
| In the County Commissi | ion of said county, on the | 4th | day of | February | 20 | 21 | |
| the following, among oth | her proceedings, were had, | viz: | | | | | |

Now on this day, the County Commission of the County of Boone does hereby approve the attached Amendment #1 contract 46-09NOV16 - Carpet Cleaning Services. This contract is being assigned from American Heritage Carpet and Tile Cleaning to Royal Executive Office Cleaning Services LLC d/b/a American Heritage Carpet Cleaning per the attached amendment.

In addition, the contract is renewing for another term ending on December 31, 2021.

This is a Term & Supply contract utilized by the Facilities Maintenance department.

Done this 4th day of February 2021.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill Presiding Commissioner

Sindia

Justin Aldred District I Commissioner

anel Janel M. Thompson

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO Director of Purchasing



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

MEMORANDUM

| TO: | Boone County Commission |
|-------|---|
| FROM: | Melinda Bobbitt, CPPB |
| DATE: | February 5, 2021 |
| RE: | Amendment #1 for Assignment of Contract 46-09NOV16 - Carpet |
| | Cleaning Services |

Contract *46-09NOV16 - Carpet Cleaning Services* is being assigned from American Heritage Carpet and Tile Cleaning to Royal Executive Office Cleaning Services LLC d/b/a American Heritage Carpet Cleaning per the attached amendment.

In addition, the contract is renewing for another term ending on December 31, 2021.

This is a Term & Supply contract utilized by the Facilities Maintenance department.

cc: Contract File

46-2021

Commission Order #:

Date:

2/5/2021

CONTRACT AMENDMENT NUMBER ONE PURCHASE AGREEMENT FOR 46-09NOV16 - CARPET CLEANING SERVICES

The Purchase Agreement dated December 15, 2016 made by and between Boone County, Missouri and American Heritage Carpet and Tile Cleaning, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

 Contract 46-09NOV16 is hereby assigned to Royal Executive Office Cleaning Services LLC d/b/a American Heritage Carpet Cleaning (FEIN 81-3901500) from American Heritage Carpet and Tile Cleaning (FEIN 83-0349304) per the attached Agreement and Consent to Assignment of Contract document signed by Matthew Semegran of Royal Executive Office Cleaning Services LLC and Paul Loar of American Heritage Carpet and Tile Cleaning.

| ITEM | DESCRIPTION | LUMP SUM PRICE |
|------|--|----------------|
| 1 | Sheriff Dept | \$700.00 |
| 2 | Sheriff Annex | \$200.00 |
| 3 | Government Center | \$3,000.00 |
| 4 | Carpet Cleaning: Courthouse | \$6,100.00 |
| 5 | Public Works Facility | \$330.00 |
| 6 | Annex Building | \$300.00 |
| 7 | Alternative Sentencing | \$280.00 |
| 8 | Juvenile Justice Center | \$330.00 |
| 9 | 605 E. Walnut | \$180.00 |
| 10 | 609 E. Walnut | \$160.00 |
| 11 | Emergency Management | \$1,500.00 |
| | TOTAL FOR ALL BOONE COUNTY LOCATIONS | \$13,080.00 |
| 11 | Sofa Cleaning (per unit) | \$40.00 |
| 12 | Sofa Chair / Office Chair Cleaning (per unit) | \$5.00 |
| 13 | Work During Regular Business Hours: Monday – Friday, 8:00 a.m. – 5:00 p.m./per square foot | \$0.10 |
| 14 | Work During Evening Hours After 5:00 p.m. or on Saturday/per square foot | \$0.10 |

2. Renew the contract for the period January 1, 2021 through December 31, 2021 as follows:

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.

ROYAL EXECUTIVE OFFICE CLEANING SERVICES LLCBed/b/a AMERICAN HERITAGE CARPET CLEANINGby

| | DocuSigned by: | |
|----|-------------------------------------|--|
| by | Matthew Semegran CCD11DE8F07F444 | |

Owner title

BOONE COUNTY, MISSOURI by: Boone County Commission

DocuSigned by: Daniel K. Atwill BA4B834CEDAE4EB

Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

Brianna (Unnon -D267E242BF89480 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: | | |
|--|-----------|--------------------------|
| June E Pitch Bard by F No Emembrance Reported | 1/29/2021 | 6101-60125 Term & Supply |
| 8C24BD84EE7A483 | | |

Signature

Date

Appropriation Account

DocuSign Envelope ID: F3F25468-34C0-4212-8A3D-4928D22DD517

AGREEMENT AND CONSENT TO ASSIGNMENT OF CONTRACT 46-09NOV16 - CARPET CLEANING SERVICES

AMERICAN HERCIACE CARPET AND THE CLEANING ROYAL EXECUTIVE CLEANING SERVICES

25666 OLD NC ROAD SUTTE F PROLALKS 66073 FRIN# 83-0349304 (Assignor) 17109 GEORGE FRAMMENT MEDICE INDEPENDENCE, MOREAGE FEIN #: 81-3901599 (Assignee)

RE Contract: 46-09NOV16 - Carpet Cleaning Services

The Assignor, in named above, assigns the contracts in their entirety to the Assignee, as named above.

The Assignee shell bonow and comply with all terms and conditions, requirements and specifications of the contract, and herebillengthes Boone County – Missouri to performance by Assignee of all obligations under the contracts – This assignment does not entitle the Assignee to receive payment in any amount above that which the Assigner would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assigner pursuant to the contract.

The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

This Agreement and Consen: shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

IN WITNESS THEREOF, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

AMERICAN HERITAGE CARPET AND TILE CLEANING

Printed Name: faul Loc

Date:

ROYAL EXECUTIVE CLEANING SERVICES

Printed Name: Matthew Semegran

Title: Owner

Date: 1/26/2021

46-09NOV16

1/26/2021

DocuSign Envelope ID: F3F25468-34C0-4212-8A3D-4928D22DD517

2759067 Royal Executive Cleaning LLC dba Am Certificate Of Insurance

| Ą | CORD CE | R | ٦IF | ICATE OF LIAB | ILI | ry Insi | JRANC | E | | (MM/DD/YYYY) 28/2021 |
|-------------|---|-------------|-------------|--|-------------|----------------------------|---|---|--------------------|-------------------------|
| C B R | HIS CERTIFICATE IS ISSUED AS A M ERTIFICATE DOES NOT AFFIRMATIV ELOW. THIS CERTIFICATE OF INSU EPRESENTATIVE OR PRODUCER, AN IPORTANT: If the certificate holder is | IRA D TI | OR NCE | R NEGATIVELY AMEND, E DOES NOT CONSTITUTE ERTIFICATE HOLDER. | XTEN A C | ID OR ALTE | ER THE CON | VERAGE AFFORDED HE ISSUING INSUREI | BY THE R(S), AU | E POLICIES JTHORIZED |
| lf | SUBROGATION IS WAIVED, subject to | o th | e ter | rms and conditions of the | policy | /, certain po | licles may r | equire an endorsemer | it. A sta | atement on |
| | is certificate does not confer rights to oucer | the | certi | 10 | ONTAC | orsement(s). T | | | | |
| | | | | | | Ext): (800) 30 | 01-6256 | FAX (A/C, No | 877-8 | 326-9067 |
| | Insureon (BIN Ins | ura | nce F | E | MAIL ODRES | | | | | |
| | | | | Chicago, IL 60602 | | INS | URER(S) AFFOR | DING COVERAGE | | NAIC # |
| | | _ | | | NSURE | | Insurance Co | | | 10200 |
| | | - 11- | | | NSURE | | | nsurance Company | | 14184 |
| | yal Executive Cleaning LLC dba America 109 E George Franklyn, Independence, M | | - | | NSURE | | | nsurance Company | | 14184 |
| | | , | | | NSURE | | (, A Matual) | isurance company | | 14104 |
| | | | | | NSURE | | | | | |
| _ | | | - | NUMBER: | | | | REVISION NUMBER: | | |
| IN C | HIS IS TO CERTIFY THAT THE POLICIES (IDICATED. NOTWITHSTANDING ANY REC IERTIFICATE MAY BE ISSUED OR MAY P XCLUSIONS AND CONDITIONS OF SUCH P | | EME AIN, | NT, TERM OR CONDITION O THE INSURANCE AFFORDED | F ANY | CONTRACT | OR OTHER I S DESCRIBED PAID CLAIMS. | DOCUMENT WITH RESP D HEREIN IS SUBJECT | ЕСТ ТО | WHICH THIS |
| LTR | | NSD | SUBR | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIM | | |
| | CLAIMS-MADE OCCUR | | | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000 \$ | |
| | | | | | | | | MED EXP (Any one person) | \$ 5,000 | |
| D | | Yes | | Z62271 | - 1 | 1/16/2021 | 1/16/2022 | PERSONAL & ADV INJURY | \$ 1,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE | 0.000 | |
| | | | | | | | | PRODUCTS - COMP/OP AGO | 5 5 2,000 | , |
| - | OTHER: | | - | | _ | | | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,00 | 000 |
| | ANY AUTO | | | | | | | BODILY INJURY (Per person) | - | -, |
| | ALL OWNED AUTOS | | | Z62271 | | 11/9/2020 | 11/9/2021 | BODILY INJURY (Per acciden | 1) S | |
| в | HIRED AUTOS | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| _ | | _ | | | _ | | | | \$ | |
| | UMBRELLA LIAB OCCUR | | | | | | | EACH OCCURRENCE | \$ | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | | AGGREGATE | \$ | 1 |
| - | DED RETENTION \$ | | - | | - | | | ✓ PER STATUTE ER | \$ | |
| ~ | AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE | | | | | | | STATUTE ER E.L. EACH ACCIDENT | \$ 500, | 000 |
| С | OFFICERMEMBER EXCLUDED? | N / A | | Z62271 | | 1/16/2021 | 1/16/2022 | E.L. DISEASE - EA EMPLOYE | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT | | |
| A | Fidelity Bond 3rd Party BKT | | | UC24154660.20 | | 7/9/2020 | 7/9/2021 | Each Occurrence | \$50,000 |) |
| | | | 8 | | | | | | | |
| | CRIPTION OF OPERATIONS / LOCATIONS / VEHICLI | | | | , may b | e attached if mor | re space is requi | red) | | |
| Ce | rtificate Holder is named as Additional Ins | ure | l as t | heir interests may appear. | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| CE | RTIFICATE HOLDER | - | | | CANC | ELLATION | | | | |
| | | | | | | | | | | |
| | County of Boone, Missouri ATTN: C/O Purchasing Departm 613 EAST ASH STREET | nen | I | | THE | EXPIRATION | DATE TH | ESCRIBED POLICIES BE EREOF, NOTICE WILL CY PROVISIONS. | | |
| | COLUMBIA, MO 65201 | | | | AUTHO | RIZED REPRESE | NTATIVE | Me Fren | | |

1/28/2021 5:49:24 PM

The ACORD name and logo are registered marks of ACORD

© 1988-2014 ACORD CORPORATION. All rights reserved.

7-2021

| STATE OF MISSOURI | | ion of the Janua | ary Adjourne | ed | Term. 20 | 21 |
|--------------------------------|--------------------------|------------------|--------------|----------|----------|----|
| County of Boone | са. | | | | | |
| In the County Commission of s | aid county, on the | 4th | day of | February | 20 | 21 |
| the following, among other pro | ceedings, were had, viz: | | | | | |

Now on this day, the County Commission of the County of Boone does hereby approve the attached Amendment #1 Contract EC07-14 - 9-1-1 Emergency Notification Software with Maintenance. This contract was originally approved by commission for award to Rave Mobile Safety on March 22, 2016 Commission Order 141-2016.

This Amendment adds a five-year term to the contract for annual maintenance renewals for the Rave Alert software. Annual maintenance is \$19,000 and will be paid from Department 2708 Account 70100. \$20,000.00 was budgeted for 2021.

Done this 4th day of February 2021.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill Presiding Commissioner

Justin Aldred District I Commissioner

Janet M. Thompson Distyict II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO Director of Purchasing



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

MEMORANDUM

| TO: | Boone County Commission |
|-------|---|
| FROM: | Melinda Bobbitt, CPPB, CPPO |
| DATE: | January 10, 2020 |
| RE: | Amendment #1: EC07-14 - 9-1-1 Emergency Notification Software |
| | Maintenance for Rave Alert for Public Safety |

Contract *EC07-14 - 9-1-1 Emergency Notification Software with Maintenance* was approved by commission for award to Rave Mobile Safety on March 22, 2016 commission order 141-2016.

This amendment adds a five-year term to the contract for annual maintenance renewals for the Rave Alert software. Annual maintenance is \$19,000 and will be paid from 2708/70100. \$20,000.00 was budgeted for 2021.

cc: Aron Gish, Beth Boos / IT Contract File

47-2021

Commission Order #:

2/5/2021 Date:

CONTRACT AMENDMENT NUMBER ONE PURCHASE AGREEMENT FOR EC07-14 - ANNUAL MAINTENANCE FOR RAVE ALERT FOR PUBLIC SAFETY

The Purchase Agreement dated March 22, 2016 made by and between Boone County, Missouri and Rave Mobile Safety for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. ADD Option C 5 Year Renewal at an annual cost of \$19,000.00. Initial term is March 29, 2021 through March 28, 2022.
- 2. Boone County Billing Contact: Beth Boos, Systems and Support Manager, Boone County Information Technology; Billing Phone: 573-554-7858; E-mail: BBoos@boonecountymo.org
- 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.

| RAVE MOBILE SAFETY | BOONE COUNTY, MI by: Boone County Com |
|----------------------|---|
| byCFO | Daniel K. Atwill Daniel K. Atwill Daniel K. Atwill, Presidi |
| APPROVED AS TO FORM: | ATTEST: |

DocuSigned by:

Branna I, Lennon -D267E242BEB948C

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.)

ed by: Pitchip & any of F0D08ADB184244D

1/29/2021

2708-70100 / \$19,000.00

Signature

Date

Appropriation Account

ISSOURI

mission

ing Commissioner

DocuSigned by: CL Dille ZD71DEAEB9D74DD

County Counselor

DocuSign Envelope ID: 69562A8F-CC15-4B23-9BEF-0382FA6F8AB3

DocuSign Envelope ID: F8F2CA7E-9352-4EFD-AC88-8CE724E14AEA

THIS IS NOT AN INVOICE



492 Old Connecticut Path, 2nd Floor Framingham, **MA** 01701 Renewals@ravemobilesafety.com

RENEWAL QUOTE

Date: January 22, 2021 Quote #0065A000010zHtjQAE

> Boone County, MO 613 E. Ash, Room 112 Columbia, Missouri 65201

| Rave Alert for Public Safety Annual License Fee \$21, |
|---|
| |

| 1st yr of 3 yr Renewal – March 29, 2021 through March 28, 2022 | |
|--|-------------|
| Rave Alert for Public Safety Annual License Fee | \$20,000.00 |
| Annual Cost: | \$20,000.00 |
| Total Contract Value: | \$60,000.00 |

| OPTION C – 5 Year Renewal | |
|--|-------------|
| 1st yr of 5 yr Renewal – March 29, 2021 through March 28, 2022 | |
| Rave Alert for Public Safety Annual License Fee | \$19,000.00 |
| Annual Cost: | \$19,000.00 |
| Total Contract Value: | \$95,000.00 |
| (To be paid in the amount of \$19,000.00 per year) | |

All terms and conditions of the fully executed agreement shall remain in full force and effect. Renewal Quate does not include Sales Tax, if applicable.

2021

| | | C. Comment of the second second | | | | | |
|--------------------------|--------------------------------|------------------------------------|--------|----------|----|----|--|
| STATE OF MISSOURI | February S | y Session of the January Adjourned | | | | 21 | |
| County of Boone | f ^{ea.} | | | | | | |
| In the County Commission | on of said county, on the | 4th | day of | February | 20 | 21 | |
| the following, among oth | er proceedings, were had, viz: | | | | | | |

Now on this day, the County Commission of the County of Boone does hereby approve the attached Cooperative Agreement between Boone County and the Curators of the University of Missouri for 202 Show-Me State Games.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement.

Done this 4th day of February 2021.

ATTEST: Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill Presiding Commissioner

Justin Aldred District I Commissioner

Janet M. Thompson District II Commissioner

2021022519

COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered in this Htday of Debruary, 2021, by and between Boone County, Missouri, a political subdivision of the State of

Missouri, (herein County), and Curators of the University of Missouri, (herein University).

WHEREAS, County desires to engage in promotion of Boone County to support economic growth and development; and

WHEREAS, the University, in hosting the Show-Me Games within Boone County, Missouri, is providing an excellent opportunity to promote Boone County to the attendees of the games; and

WHEREAS, the Show-Me Games 2021 will provide a large, economic impact Boone County; and

WHEREAS, the parties are authorized to enter into cooperative agreements pursuant to the provisions of RSMo §70.220.

THEREFORE, in consideration of mutual agreements contained herein, the parties agree as follows:

1. For the purposes of promoting the economic growth and development of Boone County, Missouri, as well as the health and physical fitness of Boone County citizens, the county hereby agrees to pay the University the sum of Eighteen Thousand Dollars (\$18,000.00) in support of the Show-Me Games 2021.

2. In consideration of payment of the aforesaid sum, the University agrees to hold the 2021 Show-Me State Games within Boone County, Missouri, and to promote Boone County, Missouri, in accordance with the University's guidelines for "major" sponsors contributing Twenty Thousand Dollars for the sponsorship of the games. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their properly-authorized officials on the day and year first above written,

By:

Curators of the University of Missouri

Boone County, Missouri

By: (asen E Focks

Daniel K. Atwill Daniel K. Atwill, Presiding Commissioner



Printed Name: Casey E Forbis

Title: Sr. Business Services Consultant

ATTEST:

know Brianna L. Lennon, Boone County Clerk

Approved as to Legal Form REVIEWED By Carry Forties at \$ 28 yes, Jan 68, 2021 KKW an 11, 2021

Approved as to Legal Form:

were C.J. Dykhouse, Boone 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.

1510-86687

June Epitchford by 1-27-21 Auditor Na Date

1-2021

| STATE OF MISSOURI | February Session | ary Session of the January Adjourned | | | | 21 |
|--|------------------|--------------------------------------|--------|----------|----|----|
| County of Boone | | | | | | |
| In the County Commission of said county, c | on the | 4th | day of | February | 20 | 21 |
| | n - h - t | | | | | |

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for Animal Shelter and Related Services between Boone County and the Central Missouri Humane Society.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 4th day of February 2021.

ATTEST: anna

Brianna L. Lennon Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill Presiding Commissioner

Justin Aldred District I Commissioner

Jane M. Thompson District II Commissioner

AGREEMENT FOR ANIMAL SHELTER AND RELATED SERVICES

THIS AGREEMENT, dated the 4^{tt} day of 3^{tt} 2021, is made and entered into by and between **Boone County Missouri**, a first class non-charter county and political subdivision of the State of Missouri, by and through its County Commission, herein "County," and the **Central Missouri Humane Society**, a Missouri not for profit corporation, herein "**Humane Society**".

WHEREAS, the County is authorized by law to regulate the possession, control and disposition of animals pursuant to section RSMo §192.330 and RSMo §§ 322.090 – 322.130; and

WHEREAS, the County has promulgated certain regulations relating to the control of animals as part of the Code of Health Regulations for Boone County, Missouri; and

WHEREAS, Humane Society has the ability and desire to provide the County with animal shelter and related services; and

WHEREAS, the parties wish to memorialize their agreement relating to animal shelter services.

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 memorialize the parties' mutual undertaking with respect to animal shelter services and related animal services that the Humane Society will provide County for the duration of this agreement.
- 2. COUNTY AGREEMENTS.
 - a. County will pay to the Humane Society the sum of Ten Thousand Two Hundred and Sixty Dollars (\$10,260.00) for calendar year 2021 in exchange for the services the Humane Society will provide as outlined herein.

3. HUMANE SOCIETY AGREEMENTS.

- a. Humane Society agrees to provide the County with an Animal Shelter for the reception and humane care of impounded animals described in this agreement as well as provide space and care for proper observation of at least three (3) animals per month which are seized and impounded as suspected rabies carriers.
- b. Humane Society agrees to accept all abandoned, neglected or abused animals seized by health officials, animal control officers or law enforcement officers which are seized and impounded pursuant to the provisions of applicable Boone County Code of Health Regulations or the provisions of RSMo Chapter 578. All such animals

shall be disposed of as provided by said health regulations or applicable statutes in the event they are unclaimed.

- c. Humane Society agrees to assist County animal control officers and/or law enforcement officials in conducting animal abuse and neglect investigations within the unincorporated areas of Boone County, Missouri when requested.
- d. Humane Society agrees to provide staff and/or volunteers to present educational programs to Boone County citizens as mutually deemed appropriate by the County and the Humane Society for purposes of teaching and promoting the humane care and maintenance of animals.
- e. Humane Society agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this agreement.
- 4. 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.
- 5. SOLE BENEFIT OF PARTIES. This Agreement is for the sole benefit of County and Humane Society. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
- 6. **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.
- 7. **TERM.** This Agreement shall be in effect from January 1, 2021, through and including December 31, 2021.
- 8. 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.
- 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.
- 10. COUNTERPARTS. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
- 11. 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.

12. 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, MISSOURI

By: Daniel K. Atwill

the same monthly to

Daniel K. Atwill, Presiding Commissioner

202 Date:

ATTEST: Brianna L. Lennon, County Clerk

APPROVED AS TO FORM:

DONDE

Dykhouse, Boone County Counselor

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.) 1430-86610

June & Pitchford by Ha June Pitchford, County Auditor

Date

ï

CENTRAL MISSOURI HUMANE SOCIETY

By: **Board of Directors**

Date: 12 Jan 2021