

96 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 10th day of March 20 22

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record, the proclamation in Recognition of Women in Construction Week, March 6-12, 2022.

Done this 10th day of March 2022.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

97-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 10th day of March 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract42-15DEC21 – Mechanic Services – Heavy Equipment and Trucks – Term & Supply which opened on February 16, 2022. One (1) bid was received. Road & Bridge recommends award to Martin Equipment of Illinois, Inc. of Ashland, MO.

This is a term and supply contract and will be paid from Department 2042 – RB Fleet & Equipment Maintenance Operations, Account 60200 – Equipment Repairs/Maintenance.

Done this 10th day of March 2022.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: March 9, 2022
RE: 42-15DEC21 – Mechanic Services – Heavy Equipment and Trucks –
Term & Supply

42-15DEC21 – Mechanic Services – Heavy Equipment and Trucks – Term & Supply opened on February 16, 2022. One (1) bid was received. Road & Bridge recommends award to Martin Equipment of Illinois, Inc. of Ashland, MO.

This is a term and supply contract and will be paid from department 2042 – RB Fleet & Equipment Maintenance Operations, account 60200 – Equipment Repairs/Maintenance.

att: Bid Tab

cc: Greg Edington, Public Works

Bid File

**PURCHASE AGREEMENT
FOR
MECHANIC SERVICES – HEAVY EQUIPMENT AND TRUCKS
TERM & SUPPLY**

THIS AGREEMENT dated the 10th day of March 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Martin Equipment of Illinois, 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 **Heavy Equipment and Truck Mechanic Services**, County of Boone Request for **Mechanic Services – Heavy Equipment and Trucks – Term & Supply**, bid number **42-15DEC21**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibits A, B, & C, Work Authorization Certification, as well as the Contractor’s bid response dated **February 11, 2022** and executed by **Brian Rowe** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibits A, B, C, D, and the Standard Terms and Conditions shall prevail and control over the Contractor’s bid response.

2. Contract Duration - This agreement shall commence on **March 1, 2022 and extend through February 28, 2023** and may be renewed for up to an additional three (3) one-year periods subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Heavy Equipment and Truck Mechanic Services** at the rates submitted in their bid response and **Material/Parts at list price**. Items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to the Boone County Road & Bridge Department, 5551 Tom Bass Rd, Columbia, MO 65201 and may only include the prices as identified in the Contractor’s bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; 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.

6. 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.

7. 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.

8. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. 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.

MARTIN EQUIPMENT OF ILLINOIS INC

BOONE COUNTY, MISSOURI

By DocuSigned by:
Brian Rowe
7AE90B3F21D448F...

By: Boone County Commission

Title Branch Manager

DocuSigned by:
Daniel K. Atwill
BA4B934CE0E4EB...
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
70710EAF896740D...
County Counselor

DocuSigned by:
Brianna L. Lennon
C1307C39FF01E...
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.)

<u>DocuSigned by: [Signature] 84244D...</u>	3/2/2022	2042 / 60200 Term and Supply
Signature	Date	Appropriation Account

98 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 10th day of March 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the use of the State of Missouri NASPO Valuepoint Cooperative Contract CC180160005 – Vehicle Lifts and Garage Associated Equipment to purchase new vehicle lifts and portable vehicle jacks from Vehicle Service Group, LLC (Rotary Lift).

Cost of the purchase is \$110,954.91 and will be paid from Department 4110 – RB Expansion & Improvement, Account 71231 – Owner Costs.

This is a term and supply contract that has an initial term ending February 10, 2023.

Done this 10th day of March 2022.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: March 9, 2022
RE: Cooperative Contract: State of Missouri Contract CC180160005 – Vehicle Lifts and Garage Associated Equipment

Road & Bridge requests permission to utilize the State of Missouri NASPO Valuepoint cooperative contract *CC180160005 – Vehicle Lifts and Garage Associated Equipment* to purchase new vehicle lifts and portable vehicle jacks from Vehicle Service Group, LLC (Rotary Lift)

Cost of the purchase is \$110,954.91 and will be paid from department 4110 – RB Expansion & Improvement, account 71231 – Owner Costs

This is a term and supply contract that has an initial term ending February 10, 2023.

cc: Greg Edington, RB
Contract File

**PURCHASE AGREEMENT FOR
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

THIS AGREEMENT dated the 10th day of March 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Vehicle Service Group, LLC dba Rotary Lift**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Vehicle Lifts and Rolling Jacks**, Rotary Lift quote number 2022115, the State of Missouri Contract **CC180160005** in participation with the National Association of State Purchasing Officials (NASPO ValuePoint) master agreement No. 05316 with any addendums 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, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the NASPO Contract Terms & Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Vehicle lifts and rolling jacks as follows:

<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
2 Post 10,000 lb. Capacity Lift with TRIO Arms	1	\$ 6,341.10	\$ 6,341.10
4 Post 18,000 lb. Capacity Lift with 230" Max Wheelbase	1	\$12,870.70	\$12,870.70
9,000 lb. Capacity Rolling Jack	2	\$ 3,970.12	\$ 7,940.24
Internal Airline Kit	1	\$ 434.90	\$ 434.90
Portable (4) Column Lift 75,200 lb. Capacity w/ Remote Control Operation	1	\$47,459.10	\$47,459.10
15,000 lb. Rolling Jack	2	\$ 9,135.90	\$18,271.80
Freight	1	\$ 9,331.78	\$ 9,331.78
Commodity Surcharge	1	\$ 8,305.29	\$ 8,305.29
TOTAL			\$110,954.91

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents. Delivery shall be to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Road & Bridge Department and billings may only include the prices listed in the vendor's quote. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. 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 Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **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.

6. **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. 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.

**VEHICLE SERVICE GROUP, LLC
DBA ROTARY LIFT**

DocuSigned by:
By Christine Bily
D20535FED1F54A1...
Title Government Sales Leader

BOONE COUNTY, MISSOURI

By: Boone County Commission
DocuSigned by:
Daniel K. Atwill
President/Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon
County Clerk

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: <u>[Signature]</u> Signature	3/4/2022 Date	4110-71231 - \$110,954.91 Appropriation Account
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99 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2022

In the County Commission of said county, on the 10th day of March 20 22

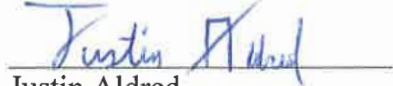
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve and authorize the Presiding Commissioner to sign the attached Uniform Qualified Assignment. This Assignment will facilitate the resolution of the County's last remaining self-insured workers compensation claim involving Pamela Ricketts by funding an approved Medicare Set Aside which will be professionally administered, and which terminates the County's liability for further medical treatment relating to this claim.

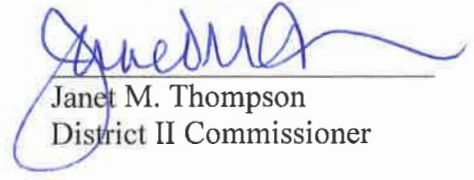
Done this 10th day of March 2022.



Daniel K. Atwill
Presiding Commissioner

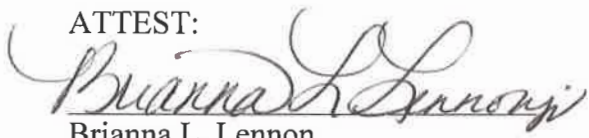


Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:



Brianna L. Lennon
Clerk of the County Commission

Uniform Qualified Assignment

"Claimant" Pamela Ricketts
"Assignor" County of Boone
"Assignee" American General Annuity Service Corporation
"Annuity Issuer" American General Life Insurance Company
"Effective Date"

This Agreement is made and entered into by and between the parties hereto as of the Effective Date with reference to the following facts:

- A. Claimant has executed a settlement agreement or release dated _____, 20__ (the "Settlement Agreement") that provides for the Assignor to make certain periodic payments to or for the benefit of the Claimant as stated in Addendum No. 1 (the "Periodic Payments"); and
- B. The parties desire to effect a "qualified assignment" within the meaning and subject to the conditions of Section 130(c) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

1. The Assignor hereby assigns and the Assignee hereby assumes all of the Assignor's liability to make the Periodic Payments. The Assignee assumes no liability to make any payment not specified in Addendum No. 1.
2. The Periodic Payments constitute damages on account of personal injury or sickness in a case involving physical injury or physical sickness within the meaning of Section 104(a)(1) or 104(a)(2) and 130(c) of the Code.
3. The Assignee's liability to make the Periodic Payments is no greater than that of the Assignor immediately preceding this Agreement. Assignee is not required to set aside specific assets to secure the Periodic Payments. The Claimant has no rights against the Assignee greater than a general creditor. None of the Periodic Payments may be accelerated, deferred, increased or decreased and may not be anticipated, sold, assigned or encumbered.
4. The obligation assumed by Assignee with respect to any required payment shall be discharged upon the mailing on or before the due date of a valid check in the amount specified to the address of record.
5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri.
6. The Assignee may fund the Periodic Payments by purchasing a "qualified funding asset" within the meaning of Section 130(d) of the Code in the form of an annuity contract issued by the Annuity Issuer. All rights of ownership and control of such annuity contract shall be and remain vested in the Assignee exclusively.
7. The Assignee may have the Annuity Issuer send payments under any "qualified funding asset" purchased hereunder directly to the payee(s) specified in Addendum No. 1. Such direction of payments shall be solely for the Assignee's convenience and shall not provide the Claimant or any payee with any rights of ownership or control over the "qualified funding asset" or against the Annuity Issuer.

8. Assignee's liability to make the Periodic Payments shall continue without diminution regardless of any bankruptcy or insolvency of the Assignor.

9. In the event the Settlement Agreement is declared terminated by a court of law or in the event that Section 130(c) of the Code has not been satisfied, this Agreement shall terminate. The Assignee shall then assign ownership of any "qualified funding

asset" purchased hereunder to Assignor, and Assignee's liability for the Periodic Payments shall terminate.

10. This Agreement shall be binding upon the respective representatives, heirs, successors and assigns of the Claimant, the Assignor and the Assignee and upon any person or entity that may assert any right hereunder or to any of the Periodic Payments.

Assignor: County of Boone

By: *[Signature]*
Authorized Representative

Title: Presiding Commissioner

Assignee: American General Annuity Service Corporation

By: _____
Authorized Representative

Title _____

National Structured
NSSTA Settlements
Trade Association

APPROVED AS
TO LEGAL FORM
[Signature]
DATE: 2/28/2022

[REDACTED]

Addendum No. 1

Description of Periodic Payments

Payable to Ametros Financial Corporation fbo Pamela Ricketts

\$11,009 Annually beginning on March 1, 2023, payable 15 years only if Pamela Ricketts is living.

Initials

Assignor:

Assignee:

100-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 2022

County of Boone

In the County Commission of said county, on the 10th day of March 20 22

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 Permanent Stormwater Management BMP Security Agreement and Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Ravenwood Plat 1.

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

Done this 10th day of March 2022.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Permanent Stormwater Management BMP Security Agreement

Date: November 17, 2021

Developer/Owner Name: Fred Overton Development, Inc.

Address: 2712 Chapel Wood View, Columbia, MO 65203

Development: Ravenwood Plat 1

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations and the Boone County Subdivision Regulations. This agreement is made pursuant to Section 1.7.5 in the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to obtain final acceptance of the subdivision final plat for the development described above, and to assure County of final completion of required permanent stormwater management BMP improvements. By entering into this agreement, the developer is agreeing to comply with the Construction Plans described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plans, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to complete the following described improvements in accordance with the published Boone County Stormwater Regulations and related specifications contained within the regulations now in effect and the Construction Plans described below:

Construct two (2) Bioretention Basins/Cells located on common lots C3 and C4 in accordance with the Construction Plans by Crockett Engineering Consultants LLC that were reviewed for compliance and authorized to proceed by Boone County on February 02, 2021.
- 3. Time for Completion** – The Developer agrees to complete the permanent stormwater management BMP improvements as described above no later than the 1st day of November 2022, and all such improvements shall pass County inspection as of this date.

4. **Security for Performance** – To secure the Developer’s performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$34,020.90, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form (check one):
- Cash deposit with County Treasurer
 - Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
 - Certificate of Deposit issued by FDIC insured bank for a term of ___ months
 - Corporate surety bond issued to Boone County
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the selected form of security contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to the *Time for Completion date listed in 3 above*, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the *selected form of security in 4 above* can be released to Developer. If no written proof has been provided to the financial institution issuing *the selected form of security in 4 above* that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on *the Time for Completion date listed in 3 above*, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the *selected form of security in 4 above* to the account then-designated by the Boone County Treasurer. If the total sum of the selected form of security in 4 above is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys’ fees, in enforcement of Developer’s obligations under this Agreement.

8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

Fred Overton Development, Inc.

By:  _____

Printed Name: Fred Overton

Title: Pres.

BOONE COUNTY, MISSOURI:

Department of Resource Management

 _____

Bill Florea, Director Resource Management

County Commission:

 _____

Daniel K. Atwill, Presiding Commissioner

Attest:

 _____

Brianna L. Lennon, Boone County Clerk

County Treasurer

 _____

Tom Darrough, County Treasurer

Approved as to form:

 _____

C.J. Dykhouse, County Counselor



IRREVOCABLE LETTER OF CREDIT

NO. 0126516-0799

DATE: December 6, 2021

Amount: \$34,020.90

County of Boone

Attn: Bill Florea, Director Resource Mgmt

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on **The Central Trust Bank d/b/a Central Bank of Boone County** for the account of Fred Overton Development, Inc., herein Developer/Owner, up to an aggregate amount of \$34,020.90, available by your drafts at sight. Your drafts must be accompanied by your invoice to Developer/Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **The Central Trust Bank d/b/a Central Bank of Boone County** Letter of Credit #0126516-0799 Dated 12/6/2021."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation, and delivery of documents as specified in Exhibit "A", if presented to this bank on or before December 6, 2022, provided further that upon such expiration, either at December 6, 2022, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **The Central Trust Bank d/b/a Central Bank of Boone County** within the 60-day period prior to the then-effective date of expiration of this letter of credit.



Central Bank

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By: 
Jaime Palmer, Assistant Vice President



Central Bank

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

Date

**The Central Trust Bank d/b/a
Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Jaime Palmer, Assistant Vice President**

Re: **The Central Trust Bank d/b/a Central Bank of Boone County Letter
of Credit No.: 0126516-0799
Dated: 12/6/2021
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **The Central Trust Bank d/b/a Central Bank of Boone County** (the "Bank"), with reference to Irrevocable Letter of Credit No. **0126516-0799** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary,
that

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # _____],
Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this
_____ day of _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Bill Florea, Director Resource Management

Brianna L. Lennon, Boone County Clerk

Commission Order: _____



Central Bank

Exhibit "B"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

Date

The Central Trust Bank d/b/a
Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Jaime Palmer, Assistant Vice President

Re: **The Central Trust Bank d/b/a Central Bank of Boone County** Letter of
Credit No.: **0126516-0799**
Dated: 12/6/2021
In Favor of Boone County, Missouri on behalf of **Fred Overton Development, Inc.**

Gentlemen:

This certificate authorizes reduction in the amount of \$_____ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$_____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Bill Florea, Director, Planning & Building

Brianna L. Lennon, Boone County Clerk

Commission Order: _____

101-2022

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 10th day of March 20 22

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

Now on this day, the County Commission of the County of Boone does hereby receive and accept the plat of Ravenwood Plat 1. S1-T48N-R14W. R-SP. Fred Overton Development, owner. David Borden, surveyor.

It is further ordered the Presiding Commissioner is hereby authorized to sign said plat.

Done this 10th day of March 2022.

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

102-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 2022

County of Boone

In the County Commission of said county, on the 10th day of March 20 22

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

Now on this day, the County Commission of the County of Boone does hereby accept the attached recommendation for roadway maintenance within Ravenwood Plat 1.

Done this 10th day of March 2022.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janel M. Thompson

Janel M. Thompson
District II Commissioner



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER

801 E. WALNUT ROOM 315

COLUMBIA, MISSOURI 65201-7730

PLANNING (573) 886-4330 ★ INSPECTION (573) 886-4339 ★ ENGINEERING (573) 886-4480

FAX (573) 886-4340

BILL FLOREA, DIRECTOR

JEFF MCCANN, CHIEF ENGINEER

MEMO

DATE: March 2, 2022

TO: Boone County Commission

FROM: Jeff McCann, P.E., Chief Engineer, Boone County Resource Management *Jm*

RE: Recommendation for Roadway Maintenance Acceptance
Ravenwood Plat 1

Commissioners,

Attached for your consideration for roadway maintenance acceptance are the New Roadway Construction Final Reports for the following roads within Ravenwood Plat 1, Southeast Quarter and the Northeast Quarter of Section 01, Township 48 North, Range 14 West, Boone County Missouri:

- Corbet Drive – 2,496 Feet (Including 241 ft. for the east eyebrow and 391 ft. for the west eyebrow)
- Renshaw Terrace – 206 Feet
- Golden Willow Drive – 154 Feet

These roads were constructed by Emery Sapp & Sons, Inc. for Fred Overton Development, Inc. in accordance with the approved construction plans designed by Crockett Engineering Consultants LLC.

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 2/14/2022

Date letter requesting acceptance received: 1/12/2022

Development Name: Ravenwood Plat 1

Roadway Name: Corbet Drive

Sheet 1 of 3

(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface: Concrete

Roadway Width: 32'

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 2,496'

ROW Width: 50'

Cul-de-sac Surface: Concrete

Radius: 38'

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: Corbet Drive includes two eyebrows, each of which is 28' pavement width and 40' right of way width. The length of roadway listed above includes 241' for the east eyebrow and 391' for the west eyebrow.



Chief Engineer's Signature

3/2/22

Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 2/14/2022

Date letter requesting acceptance received: 1/12/2022

Development Name: Ravenwood Plat 1

Roadway Name: Renshaw Terrace

Sheet 2 of 3

(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface: Concrete

Roadway Width: 32'

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 206'

ROW Width: 50'

Cul-de-sac Surface: N/A

Radius: N/A

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments:



Chief Engineer's Signature

3/2/22

Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 2/14/2022

Date letter requesting acceptance received: 1/12/2022

Development Name: Ravenwood Plat 1

Roadway Name: Golden Willow Drive

Sheet 3 of 3

(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface: Concrete

Roadway Width: 32'

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 154'

ROW Width: 50'

Cul-de-sac Surface: N/A

Radius: N/A

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments:

Jell McCann

3/2/22

Chief Engineer's Signature

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 10th day of March 20 22

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 Basic Training Agreement between Boone County and the following:

- Howell County Sheriff's Office

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

Done this 10th day of March 2022.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Justin Aldred
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

**COOPERATIVE AGREEMENT
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 3rd day of March, 2022, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Howell County Sheriff's Office (Agency):

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

WHEREAS, Agency desires training for an Agency canine and one of Agency's officers as that canine's handler through the BCSO's K-9 basic training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

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

1. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than twenty (20) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of four (4) weeks, Monday – Friday, in regularly-scheduled sessions during that 4-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
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 One Thousand Eight Hundred Dollars (\$1,800.00) for the training contemplated herein, calculated at a rate of \$90.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$900.00, upon execution of this contract and the remaining one-half, or \$900.00, after ten (10) sessions have been completed.
4. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 14th day of February, 2022, and sessions will proceed consecutively, Monday – Friday, for a period of four (4) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).
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: Howell County Sheriff's Office

By: Sheriff Brent H. Campbell

Printed Name: Brent H. Campbell 237

Dated: 02/09/2022

ATTEST:

BOONE COUNTY, MISSOURI

By: Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

Dated: 3/10/2022

ATTEST:

Brianna L. Lennon
Brianna L. Lennon, County Clerk

APPROVED - BCSO:

Dwayne Carey
Dwayne Carey, Sheriff

APPROVED AS TO FORM:

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

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.

Revenue 2570-3569
Auditor

03/03/2022
Date

INFORMED CONSENT WAIVER AND RELEASE

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

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

Travis Weaver 2/10/22

Printed Name of Participant

Travis Weaver

104-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 10th day of March 20 22

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 Basic Training Agreement between Boone County and the following:

- City of Marshall PD

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

Done this 10th day of March 2022.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission

Daniel K. Atwill
 Daniel K. Atwill

Presiding Commissioner

Justin Aldred
 Justin Aldred

District I Commissioner

Jane M. Thompson
 Jane M. Thompson

District II Commissioner

**COOPERATIVE AGREEMENT
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 10th day of March, 2022, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the City of Marshall Police Department, Missouri (Agency):

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

WHEREAS, Agency desires training for an Agency canine and one of Agency's officers as that canine's handler through the BCSO's K-9 basic training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

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

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than twenty (20) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of four (4) weeks, Monday – Friday, in regularly-scheduled sessions during that 4-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of One Thousand Eight Hundred Dollars (\$1,800.00) for the training contemplated herein, calculated at a rate of \$90.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$900.00, upon execution of this contract and the remaining one-half, or \$900.00, after ten (10) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 14th day of February, 2022, and sessions will proceed consecutively, Monday – Friday, for a period of four (4) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).

6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: Marshall Police Dept.
 By: [Signature]
 Printed Name: Michael Gannell
 Dated: 1-28-22

ATTEST:
Emily Hannink

BOONE COUNTY, MISSOURI
 By: [Signature]
 Daniel K. Atwill, Presiding Commissioner
 Dated: 3/10/2022

ATTEST:
[Signature]
 Brianna L. Lennon, County Clerk

APPROVED - BCSO:
[Signature]
 Dwayne Carey, Sheriff

APPROVED AS TO FORM:
[Signature]
 C.J. Dykhouse, Boone County Counselor

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.

[Signature] Auditor Date: 03/03/2022

Revenue 2570-3569

Exhibit "A"
INFORMED CONSENT WAIVER AND RELEASE


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

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

 01-15-2022

Printed Name of Participant

Aaron Waibel

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

March Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 10th day of March 20 22

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 Basic Training Agreement between Boone County and the following:

- City of Florissant PD

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

Done this 10th day of March 2022.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission

Daniel K. Atwill
 Daniel K. Atwill

Presiding Commissioner

Justin Aldred
 Justin Aldred

District I Commissioner

District I Commissioner

Janet M. Thompson
 Janet M. Thompson

District II Commissioner

District II Commissioner

**COOPERATIVE AGREEMENT
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 10th day of March, 2022, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and City of Florissant Police Department, Missouri (Agency):

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

WHEREAS, BCSO can assist Agency in selecting canines for purchase from an approved vendor to receive the training; and

WHEREAS, Agency desires to procure two (2) canines to receive training from a vendor approved by County and train two (2) of Agency's officers as the canines' handlers through the BCSO's K-9 basic training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

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

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of appropriate canines from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on purchased canines that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSO agrees to provide Agency's two (2) K-9 handlers and two (2) canines basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program each K-9 team if they meet the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handlers' employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employees. Agency's handlers will each execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Seven Thousand Two Hundred Dollars (\$7,200.00) for the training contemplated herein, calculated at a rate of \$90.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$3,600.00, upon execution of this contract and the remaining one-half, or \$3,600.00, after twenty (20) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 14th day of February, 2022, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this

Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).

6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: Florissant PD
By: P.O. Chris Daub DSN632
Printed Name: P.O. Chris Daub DSN632
Dated: 01/12/2022

ATTEST:
LT M*372

BOONE COUNTY, MISSOURI
By: [Signature]
Daniel K. Atwill, Presiding Commissioner
Dated: 3/10/2022

ATTEST:
[Signature]
Brianna L. Lennon, County Clerk

APPROVED - BCSO:
[Signature]
Dwayne Carey, Sheriff

APPROVED AS TO FORM:
[Signature]
C.J. Dykhouse, Boone County Counselor

FLORISSANT P.D.
MAY RANDALL F BOSEN 362
MAY RANDALL F BOSEN 362
2-11-2022

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.
[Signature] by jj 03/03/2022
Auditor Date
Revenue 2570-3569

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

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

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

P.O. Chris Daub DSN 632 1/12/2022

Printed Name of Participant

P.O. Chris Daub DSN 632

Exhibit "A"
INFORMED CONSENT WAIVER AND RELEASE

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

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

PC Matt Schaeffer 6/17

Printed Name of Participant

Matt Schaeffer