

484 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 26th day of October 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve a Contract Amendment with Love Columbia Corp. for a supplemental increase not to exceed \$40,979.40.


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

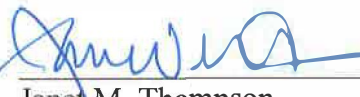
Done this 26th day of October 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

Contract Amendment Notification

FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 13, 2023
RE: Amendment #1 to contract C000574 (bid #28-29JUN22) – Path Forward with Love Columbia Corp.

Attached for signature is contract amendment #1 to contract C000574 (bid #28-29JUN22) – Path Forward with Love Columbia Corp. This amendment adds a supplemental increase of 3,548 units of Case Management at \$11.55 per 15 minutes for a total not to exceed amount of \$40,979.40.

Invoices will be paid from department 2162 – CSF Program Funding, account 71106 - Contracted Services. \$1,308,352.55 is the current fund balance.

cc: Contract File

10/13/23

RQST
DATE

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

16139

VNDR #

Love Columbia Corp.

VENDOR NAME

28-29JUN22

BID #

Ship to Dept #:

Bill to Dept #:

Dept	Account	Item Description	Qty	Unit Price	Amount
2162	71106	Case Management (per 15 minutes)	3548	\$11.55	\$40,979.40
					\$0.00
					\$0.00
		NOTE: ADD TO PO 2023-39			\$0.00
		Path Forward			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

GRAND TOTAL: 40,979.40

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

[Signature]
 Approving Official

[Signature]
 Prepared By



 Auditor Approval

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number One
Path Forward

THIS AGREEMENT dated the 26th day of October, 2023, Boone County Contract # C000574 (bid # 28-29JUN22) for the Children' Services Fund dated January 3, 2023, made by and between Boone County, Missouri and Love Columbia Corp., for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1) ADD a supplemental funding increase for the following:

3,548 Units of Case Management at \$11.55 per 15 minutes for a total not to exceed amount of \$40,979.40

2) 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.

Love Columbia Corp.

Boone County, Missouri

By: Boone County Commission

DocuSigned by:
Jane Williams
By: 1D338EDC7CA3456...
Signature

DocuSigned by:
Kip Kendrick
By: 57400BED96434D4...
Kip Kendrick, Presiding Commissioner

Jane Williams/Executive Director
By: _____
Printed Name/Title

By: Boone County Children's Services Board

DocuSigned by:
Leigh Spence
By: 450A59A8325D4B3...
Leigh Spence, Board Chair

APPROVED AS TO FORM:


ATTEST:

DocuSigned by:
CJ Dykhous
By: 7D71DEAEB9D74DD...
CJ Dykhous, County Counselor

DocuSigned by:
Brianna Lennon
By: D267E242BFB948C...
Brianna Lennon, County Clerk

AUDITOR CERTIFICATION:

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

DocuSigned by:
Kyle Riggar
by 
BC24BD84EE7A483...

10/17/2023

2162 / 71106 / \$40,979.40

Signature

Date

Appropriation Account

An Affirmative Action/Equal Opportunity Employer

485-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

October Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 26th day of October 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve a Contract Amendment to C000560 (28-29JUN22) – Lend and Learn Libraries with First Chance for Children for a supplemental increase not to exceed \$12,500.00.

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


Done this 26th day of October 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number One
Lend and Learn Libraries

THIS AGREEMENT dated the 26th day of October, 2023, Boone County Contract # C000560 (bid # 28-29JUN22) for the Children' Services Fund dated January 4, 2023, made by and between Boone County, Missouri and First Chance for Children, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) ADD a supplemental funding increase for the following:
 - 1,500 Units of Family Development at \$5.00 per 15 minutes for a total not to exceed amount of \$7,500.00**
 - 500 Units of Public Awareness/Education at \$10.00 per 15 minutes for a total not to exceed amount of \$5,000.00**
- 2) 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.

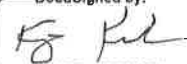
First Chance for Children

DocuSigned by:

 2D8404C351F940E...
 By: _____
 Signature

By: Gay Litteken
Printed Name/Title

Boone County, Missouri

By: Boone County Commission
 DocuSigned by:

 57400BED96434D4...

 Kip Kendrick, Presiding Commissioner

By: Boone County Children's Services Board

DocuSigned by:

 450A59A8325D4B3...

 Leigh Spence, Board Chair

APPROVED AS TO FORM:

DocuSigned by:

 7D71DEAFB9D74DD...

 CJ Dykhouse, County Counselor

ATTEST:

DocuSigned by:

 D267E242BFB948C...

 Brianna Lennon, County Clerk

AUDITOR CERTIFICATION:

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

DocuSigned by: <i>Kyle Ripox</i> by J 8C248D84EE7A463...	10/17/2023	2162 / 71106 / \$12,500.00
Signature	Date	Appropriation Account

An Affirmative Action/Equal Opportunity Employer

Supplemental Funding Request - V4.1

First Chance for Children (FC4C)

Quick View Information

Quick View Information

Organization Name

First Chance for Children (FC4C)

Program Name

Lend and Learn Libraries

Funder

Boone County

Funding Type

Children's Services Fund - POS 2022

Funding Cycle

RFP #28-29JUN22

Record Lock

1

Supplemental Funding Information and Instructions

The objective of the Supplemental Funds is to assist organizations that have exceeded their funding allocations due to high levels of demand for services. The organization must demonstrate that the service(s) are already funded by the Children's Service Fund and there is a need for the supplemental funds.

To be considered for Supplemental Funds, an organization must:

Notify the Community Services Department prior to completing this section.

Complete all of the sections for each service for which you are seeking supplemental funding.

Each narrative response should be clear and succinct.

Notify the Community Services Department when this request is complete.

Date Completed

Date Completed

09/27/2023

Total of Supplemental Request

Total Amount of Supplemental Funds Requested (automatically calculated)

12500

Supplemental Service Request #1 - Contracted Service Information

Service Name (#1)

Family Development

15 minutes

Contracted Unit Measure (#1)**Contracted Unit Rate (#1)**

\$5.00

Contracted Units (#1)

6000

Contracted funding amount for Service #1

\$30,000.00

Supplemental Service Request #1 - Supplemental Amount Requested

Additional Units Requested (#1)

1500

Additional funds requested for Service #1

7500

Supplemental Service Request #1 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #1. (500 character limit)

We have been able to serve more families through Lend and Learn this year. While that is what we want to do, it has caused us to go through our funding for this program rapidly. The benefits of higher attendance means more families are connecting. Social isolation was significant during the pandemic and Lend and Learn has afforded many to learn how to socialize with others and feel less isolated. In addition, children are making those connections with other children.

b. Do you currently have a waiting list for Service #1?

No - (if no, move on to c)

If Yes - please describe your waiting list and provide a timeline to work through this list. (#1) (750 character limit)**c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #1. (500 character limit)**

We consistently search for and apply for diversified funding through foundations and grant opportunities. In addition, we have fundraisers and request donations for Lend and Learn.

d. When do you anticipate running out of funds for Service #1? (500 character limit)

We anticipate utilizing all of this funding by mid October 2023.

Supplemental Service Request #2 - Contracted Service Information

Service Name (#2)

Public Awareness/Education

Contracted Unit Measure (#2)

15 minutes

Contracted Unit Rate (#2)

\$10.00

Contracted Units (#2)

4280

Contracted funding amount for Service #2

\$42,800.00

Supplemental Service Request #2 - Supplemental Amount Requested

Additional Units Requested (#2)

500

Additional funds requested for Service #2

5000

Supplemental Service Request #2 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #2. (500 character limit)

Lend and Learn group events have been well attended in 2023. We do not know how many families to expect at each event and each event has exceeded our anticipated attendance. The families are able to attend with all of their children, experience the group event, receive educational materials to take home with them and meet other families to connect with.

b. Do you currently have a waiting list for Service #2?

No - (if no, move on to c)

If Yes - please describe your waiting list and provide a timeline to work through this list. (#2) (750 character limit)

c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #2. (500 character limit)

We consistently search for and apply for diversified funding through foundations and grant opportunities. In addition, we have fundraisers and request donations for Lend and Learn.

d. When do you anticipate running out of funds for Service #2? (500 character limit)

We anticipate running out of funds for this service at the first of November.

Supplemental Service Request #3 - Contracted Service Information

Service Name (#3)

Contracted Unit Measure (#3)

Contracted Unit Rate (#3)

\$0.00

Contracted Units (#3)

0

Contracted funding amount for Service #3

\$0.00

Supplemental Service Request #3 - Supplemental Amount Requested

Additional Units Requested (#3)

0

Additional funds requested for Service #3

0

Supplemental Service Request #3 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #3. (500 character limit)

b. Do you currently have a waiting list for Service #3?

If Yes - please describe your waiting list and provide a timeline to work through this list. (#3) (750 character limit)

c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #3. (500 character limit)

d. When do you anticipate running out of funds for Service #3? (500 character limit)

Supplemental Service Request #4 - Contracted Service Information

Service Name (#4)

Contracted Unit Measure (#4)

\$0.00

Contracted Unit Rate (#4)

Contracted Units (#4)

0

Contracted funding amount for Service #4

\$0.00

Supplemental Service Request #4 - Supplemental Amount Requested

Additional Units Requested (#4)

0

Additional funds requested for Service #4

0

Supplemental Service Request #4 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #4. (500 character limit)

b. Do you currently have a waiting list for Service #4?

If Yes - please describe your waiting list and provide a timeline to work through this list. (#4) (750 character limit)

c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #4. (500 character limit)

d. When do you anticipate running out of funds for Service #4? (500 character limit)

Supplemental Service Request #5 - Contracted Service Information

Service Name (#5)

Contracted Unit Measure (#5)

Contracted Unit Rate (#5)

\$0.00

Contracted Units (#5)

0

Contracted funding amount for Service #5

\$0.00

Supplemental Service Request #5 - Supplemental Amount Requested

Additional Units Requested (#5)

0

Additional funds requested for Service #5

0

Supplemental Service Request #5 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #5. (500 character limit)

b. Do you currently have a waiting list for Service #5?

If Yes - please describe your waiting list and provide a timeline to work through this list. (#5) (750 character limit)

c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #5. (500 character limit)

d. When do you anticipate running out of funds for Service #5? (500 character limit)

Supplemental Service Request #6 - Contracted Service Information

Service Name (#6)

Contracted Unit Measure (#6)

Contracted Unit Rate (#6)

\$0.00

Contracted Units (#6)

0

Contracted funding amount for Service #6

\$0.00

Supplemental Service Request #6 - Supplemental Amount Requested

Additional Units Requested (#6)

0

Additional funds requested for Service #6

0

Supplemental Service Request #6 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #6. (500 character limit)

b. Do you currently have a waiting list for Service #6?

If Yes - please describe your waiting list and provide a timeline to work through the list. (#6) (750 character limit)

c. Describe what attempts, if any, your organizations has made in the past six months to secure additional funding for Service #6. (500 character limit)

d. When do you anticipate running out of funds for Service #6? (500 character limit)

Supplemental Service Request #7 - Contracted Service Information

Service Name (#7)

Contracted Unit Measure (#7)

Contracted Unit Rate (#7)

\$0.00

Contracted Units (#7)

0

Contracted funding amount for Service #7

\$0.00

Supplemental Service Request #7 - Supplemental Amount Requested

Additional Units Requested (#7)

0

Additional funds requested for Service #7

0

Supplemental Service Request #7 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #7. (500 character limit)

b. Do you currently have a waiting list for Service #7?

If Yes - please describe your waiting list and provide a timeline to work through the list. (#7) (750 character limit)

c. Describe what attempts, if any, your organizations has made in the past six months to secure additional funding for Service #7. (500 character limit)

d. When do you anticipate running out of funds for Service #7? (500 character limit)

Supplemental Service Request #8 - Contracted Service Information

Service Name (#8)

Contracted Unit Measure (#8)

Contracted Unit Rate (#8)

\$0.00

Contracted Units (#8)

0

Contracted funding amount for Service #8

\$0.00

Supplemental Service Request #8 - Supplemental Amount Requested

Additional Units Requested (#8)

0

Additional funds requested for Service #8

0

Supplemental Service Request #8 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #8. (500 character limit)

b. Do you currently have a waiting list for Service #8?

If Yes - please describe your waiting list and provide a timeline to work through the list. (#8) (750 character limit)

c. Describe what attempts, if any, your organizations has made in the past six months to secure additional funding for Service #8. (500 character limit)

d. When do you anticipate running out of funds for Service #8? (500 character limit)

System Fields

Linking to Supplemental Funding Request - V4.1

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

Contract Amendment Notification

FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 13, 2023
RE: Amendment #1 to contract C000560 (bid #28-29JUN22) – Lend and Learn Libraries with First Chance for Children

Attached for signature is contract amendment #1 to contract C000560 (bid #28-29JUN22) – Lend and Learn Libraries with First Chance for Children. This amendment adds a supplemental increase of 1,500 units of Family Development at \$5.00 per 15 minutes (\$7,500) and 500 units of Public Awareness/Education at \$10.00 per 15 minutes (\$5,000) for a total not to exceed amount of \$12,500.00.

Invoices will be paid from department 2162 – CSF Program Funding, account 71106 - Contracted Services. \$1,308,352.55 is the current fund balance.

cc: Contract File

10/13/23

RQST
DATE

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

11295
VNDR #

First Chance for Children
VENDOR NAME

28-29JUN22
BID #

Ship to Dept #: 2042

Bill to Dept #: 2042

Dept	Account	Item Description	Qty	Unit Price	Amount
2162	71106	Family Development (per 15 minutes)	1500	\$5.00	\$7,500.00
2162	71106	Public Awareness/Education (per 15 minutes)	500	\$10.00	\$5,000.00
					\$0.00
		NOTE: ADD TO PO 2023-000009			\$0.00
		Lend and Learn Libraries			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

GRAND TOTAL: 12,500.00

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

Kurt H. Lewis
Approving Official



Melita Batts
Prepared By

Auditor Approval

486 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 23

County of Boone

} ea.

In the County Commission of said county, on the

26th

day of

October

20 23

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 Boone County Sheriff's Office Livescan Grant Application.

Done this 26th day of October 2023.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
District I Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



BOONE COUNTY SHERIFF'S OFFICE

2121 County Drive Columbia, Missouri 65202-9051
DWAYNE CAREY, Sheriff Phone (573)875-1111 Fax (573)874-8953

DATE: October 24, 2023
TO: Boone County Commission
FROM: Captain Brian Leer
RE: Livescan Grant – Adam Walsh Funds Available

On October 17, 2023, the Missouri State Highway Patrol notified the Boone County Sheriff's Office that they currently have funding available to purchase a secondary Livescan device to primarily be used for fingerprinting sex offenders at the Boone County Sheriff's Office.

As you are aware, the Boone County Commission approved two budget amendments in 2023 to fund the replacement of the secondary Livescan device used to fingerprint sex offenders at the Boone County Sheriff's Office (Dept 1228/Acct 92301). The amount currently budgeted for the replacement of this Livescan device is \$17,938.

According to the Missouri State Highway Patrol, the planned replacement of our secondary Livescan device used to fingerprint sex offenders is eligible for funding through their Livescan grant. The grant application is due by December 1, 2023 and they anticipate the award notifications will be communicated mid-December.

As such, we are seeking Boone County Commission approval to apply for funding through the Missouri State Highway Patrol, specifically through their available Livescan Grant, to fund the replacement of our secondary Livescan device used to fingerprint sex offenders.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Leer", written in a cursive style.

Captain Brian Leer

Livescan Application for a New or Replacement Livescan Application Deadline December 1st, 2023

Complete and submit the application form to the following email address:
livescans@mshp.dps.mo.gov.

The Missouri State Highway Patrol has received a grant to assist with costs associated with secondary livescan devices to be utilized primarily for Sex Offender submission purposes. RMS and network connection cost fall outside this grant and must be covered by your agency.

Agency Information:

Agency Name	Boone County Sheriff's Office
Agency ORI	MO0100000
Agency Head (Chief of Police/Sheriff)	Sheriff Dwayne Carey
Phone Number	573-875-1111
Email	bleer@boonecountymo.org

Agency Livescan Administrator:

Name	Captain Damon Reynolds
Phone Number	573-875-1111 ext. 6235
Email	dreynolds@boonecountymo.org

Agency Contractual Signatory Authority (Mayor, County Commissioner, etc.)

Name	Presiding Commissioner Kip Kendrick
Phone Number	573-886-4306
Email	kkendrick@boonecountymo.org
Billing Address	2121 County Drive, Columbia, MO 65202

Livescan Information:

New or Replacement Livescan	Replacement
If replacement, please provide the first two letters of your agency's current livescan OCN Identifier	EM

Number of SOR submission via livescan	Unknown: 20-100 possibly
Number of SOR submission via ink card	0
Does the Livescan location have the required network connection?	Yes
Does your agency agree to pay for ongoing connection fees?	Yes
Does your agency agree to Adam Walsh Requirement for program qualifications? Which includes but not limited to device use for SOR purposes and network connectivity.	Yes

Additional Livescan use

List Any additional Agencies which will use this device	We allow any of our partnering agencies to utilize the device as needed. The MSHP often uses the device to fingerprint persons they arrest and release on summons. Boone County Joint Communications use the device to fingerprint their employees. If a need were to arise, we would also allow Columbia PD, Ashland PD, Hallsville PD, Sturgeon PD, University of MO PD, or any other livescan user from any other LE agency use the device.
Please include any other information that you believe is relevant to this application.	This is a request to replace the current secondary device that is in a room attached to the lobby at the Boone County Sheriff's Office. This device would be utilized primarily to fingerprint registered sex offenders and those applying for concealed carry permits.

Adam Walsh Grant Livescan Configuration Request

The Missouri State Highway Patrol has received a grant to assist with costs associated with secondary livescan devices to be utilized primarily for Sex Offender submission purposes. RMS and network connection cost fall outside this grant and must be covered by your agency.

The below options include standard 8x5 service. If your agency desires 24x7 service, please contact MSHP CJIS for contracted 24x7 pricing.

Please chose one of the following options:

• Idemia Desktop Livescan	<input checked="" type="checkbox"/>
• Idemia Portable Livescan	<input type="checkbox"/>

Please chose the following optional add ons: (These will be covered by the grant)

• Mug-Photo Capture	<input checked="" type="checkbox"/>
• FBI Duplex Printer	<input checked="" type="checkbox"/>
• Livescan Cabinet	<input checked="" type="checkbox"/>

Please provide your agency's primary contact information for Idemia contract purposes

Agency Name	Boone County Sheriff's Office
Point of Contact Name	Gary German
Point of Contact Email Address	ggerman@boonecountymmo.org
Point of Contact Title	Major
Date	10/19/2023

Delivery Information - Livescan and associated equipment should be delivered to

Point of Contact Name	Captain Brian Leer
Number/Street	2121 County Drive
City, State & Zip code	Columbia, MO 65202
Contact phone number for delivery	573-228-4082

Please note: Once the order is placed for the device, Idemia will be sending a service agreement which outlines the details of the livescan contract directly to each agency and must be signed prior to any order being finalized.

4877 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

October Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 26th day of October 20 23


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 Training Agreement between Boone County and the Missouri Department of Public Safety.

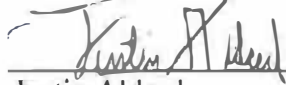
The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign said Agreement.


Done this 26th day of October 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
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 24th day of October, 2023, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Missouri Department of Public Safety Capitol Police (Agency):

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

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

WHEREAS, Agency desires to procure a canine to receive training from a vendor approved by County and train 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 explosives detection. 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 Two Thousand Dollars (\$2,000.00) for the training contemplated herein, calculated at a rate of \$100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$1,000.00, upon execution of this contract and the remaining one-half, or \$1,000.00, after ten (10) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 2nd day of December 26, 2023, and sessions will proceed consecutively, Monday – Friday, for a period of four (4) weeks as scheduled by County. Either party may terminate this

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

Carly Stark 10/03/2023

Printed Name of Participant

Carly Stark

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 \$100.00 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: Missouri Capital Police

By: Zim Schwartz

Printed Name: Chief Zim Schwartz

Dated: 10-03-23

ATTEST: _____

BOONE COUNTY, MISSOURI

By: Kip Kendrick Presiding Commissioner

Dated: 10/26/2023

ATTEST: Brianna L. Lennon
Brianna L. Lennon, County Clerk

APPROVED - BCSO: Dwayne Carey
Dwayne Carey, Sheriff

APPROVED AS TO FORM: J. Dykhouse
Dykhouse, Boone County Counselor

ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES: [Signature]
County Auditor

488-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the

26th

day of

October

20 23

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 Extension Agreement No. 1 for the Development Agreement between Boone County and Trade Winds Technology Development, LLC for Trade Winds Park Plat 4.

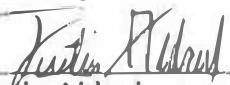
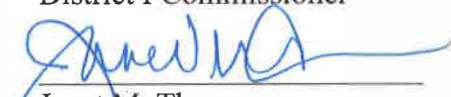
Terms of the Agreement are stipulated in the attached Extension Agreement No. 1. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 26th day of October 2023.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


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

EXTENSION AGREEMENT NO. 1

\$624,400.00 IRREVOCABLE LETTER OF CREDIT – TRADE WINDS PARK PLAT 4

THIS AGREEMENT, effective **October 31, 2023**, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and Trade Winds Technology Development, LLC, a Missouri limited liability company, herein “Developer” and First Mid Bank & Trust, N.A., herein “First Mid Bank.”

WHEREAS, Developer is conducting a building project to develop certain real estate within an industrial park known as Trade Winds Park Plat 4, herein “Project”; and

WHEREAS, First Mid Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated **July 12, 2023**, in the amount of **\$624,400.00** to develop certain real estate within an industrial park; and

WHEREAS, said Development Agreement contemplates that the parties may agree to extend the time for completion of improvements, which currently expires on **October 31, 2023**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said completion of improvements to **November 30, 2023**.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Commission Order **312-2023** and the Development Agreement dated **July 18, 2023**, approving infrastructure security in the form of a Letter of Credit in the amount of **\$624,400.00**, with an expiration date of **October 31, 2023**, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the **October 31, 2023** completion of improvements such that the new expiration date will be **November 30, 2023**.
3. All other terms of the Development Agreement dated **July 18, 2023**, and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

DEVELOPER:

Wayne J. Huebert

By:

Wayne J. Huebert, Member

Trade Winds Technology Development, LLC

THE COUNTY OF BOONE

By:

Kip Kendrick

Kip Kendrick, Presiding Commissioner

ATTEST:

Brianna Lennon

Brianna Lennon, Boone County Clerk

Approved:

Bill Florea

Bill Florea, County Resource Management Director

Approved as to legal form:

C.J. Dykhouse

C.J. Dykhouse, Boone County Counselor

489 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

October Session of the October Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 26th day of October 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Annual Cooperative Agreement with the Village of Hartsburg for Road Sales Tax Revenue.

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

Done this 26th day of October 2023.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPROVED APPLICATION-BASED PROJECT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 26th day of October, 2023, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **Village of Hartsburg**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an application entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Twelve Thousand Seven Hundred Two Dollars and Seventy Cents (\$12,702.70)** as determined by the formula for Year 5 of the 6-year cycle as described in the aforementioned Commission Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 464-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS. City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and

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

the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.

5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law.


Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY

By:

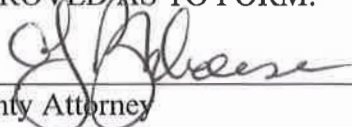

Presiding Commissioner

Date: 10/26/2023

ATTEST:


County Clerk

APPROVED AS TO FORM:


County Attorney

Boone County Auditor Certification:

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

 10/20/23
County Auditor Date

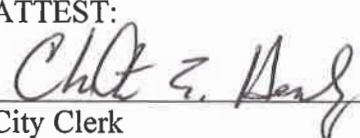
VILLAGE OF HARTSBURG

By:



Authorized City Representative

Date: Sept. 15, 2023

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney