

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

March Session of the January Adjourned

Term. 20 24

In the County Commission of said county, on the 7th day of March 20 24

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

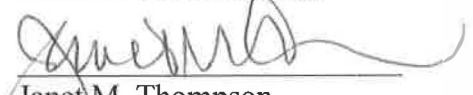
Now on this day, the County Commission of the County of Boone does hereby enter into the record, a Proclamation in Recognition of Women in Construction Week 2024.

Done this 7<sup>th</sup> day of March 2024.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

March Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

7th

day of March

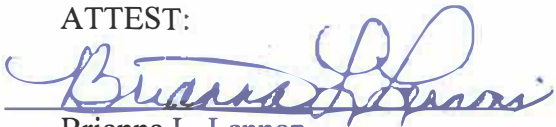
20 24

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 Juvenile Justice Program Assistance Grant Girl Matters SAVVY Sisters Program submitted by the 13th Judicial Circuit, Family Court --Robert L. Perry Juvenile Justice Center.

Done this 7<sup>th</sup> day of March 2024.

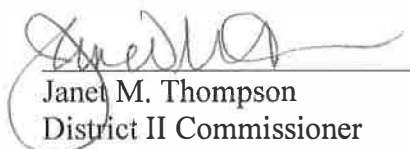
ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

121-2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 24

In the County Commission of said county, on the 7th day of March 20 24

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 Juvenile Justice Program Assistance Grant VOCA-JJC Program submitted by the 13th Judicial Circuit, Family Court --Robert L. Perry Juvenile Justice Center.

Done this 7<sup>th</sup> day of March 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 24

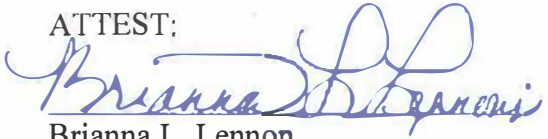
In the County Commission of said county, on the 7th day of March 20 24

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

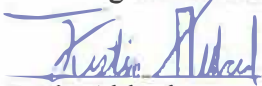
Now on this day, the County Commission of the County of Boone does hereby approve the attached Juvenile Justice Program Assistance Grant Step-Up: Building Respectful Family Relationship Program submitted by the 13th Judicial Circuit, Family Court --Robert L. Perry Juvenile Justice Center.

Done this 7<sup>th</sup> day of March 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

March Session of the January Adjourned

Term. 2024

County of Boone

In the County Commission of said county, on the

7th

day of March

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve an ARPA Funding Beneficiary Agreement with City of Refuge for their City of Refuge program for \$750,000.00.

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

Done this 7<sup>th</sup> day of March 2024.

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 Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: January 30, 2024  
RE: ARPA Funding Beneficiary: *C000733 – City of Refuge*

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract # C000733 – City of Refuge. This project is for support of City of Refuge and enables them to continue operating current programs, continue construction on their new preschool, and provide financial support for other programs and expansions to enable City of Refuge to continue their mission.

Contract award is for a not to exceed amount of \$750,000 and will be paid from department 2983 – American Rescue Plan Act, account 82400 – Other Contracts.

Attached is a list of all funded and anticipated funded projects.



**AGREEMENT FOR ARPA BENEFICIARY FUNDING**  
**Boone County Contract #C000733**  
**City of Refuge**

---

**THIS AGREEMENT** dated the 7<sup>th</sup> day of March, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **City of Refuge** (herein "**Agency**"), with an effective date of the County's execution of this Agreement.

**WHEREAS**, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

**WHEREAS**, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

**WHEREAS**, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

**WHEREAS**, County desires to assist Agency with Assistance to Impacted Nonprofits; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.



3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

- a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:
  - i. Complete the work set out in the attached Scope of Work.
  - ii. Agency will ensure compliance with all applicable federal and state laws and regulations in the administration of the project.
  - iii. Agency will present draw-down requests on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
  - iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
  - v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
  - vi. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2024.
- b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:
  - i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- b. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- c. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- d. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.
- e. The person signing the final certification has authority to do so on behalf of and for Agency.

6. **Audits and Records Retention.** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

7. **Modification or Amendment.** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

8. **Compliance with Laws.** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

9. **Discrimination.** Agency will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws or county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

10. **Employment of Unauthorized Aliens Prohibited.** Agency agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Agency shall require each subcontractor to affirmatively state in its Agreement with the Agency that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Agency a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

11. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon fifteen (15) days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

12. **Indemnification and Hold Harmless.** To the extent permitted under Missouri law, the Agency agrees to hold harmless, defend and indemnify the County, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the Agency's services (meaning anyone, including but not limited to consultants having a contract with the Agency or subcontractor for part of the services), or anyone directly or indirectly employed by the Agency, or of anyone for whose acts the Agency may be liable in connection with providing these services including any noncompliance with applicable ARPA regulations. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

13. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

14. **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.

15. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

16. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to [boonecountyarpa@boonecountymmo.org](mailto:boonecountyarpa@boonecountymmo.org)
- b. Any written notice or communication to **Agency** shall be emailed to [debbie@cityofrefugecolumbia.org](mailto:debbie@cityofrefugecolumbia.org) and/or mailed or delivered to: City of Refuge, 10 North Garth Avenue, Columbia, MO 65203.

[This space is intentionally blank. Signatures appear on following page.]

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

**Agency**  
By: City of Refuge

**Boone County, Missouri**  
By: Boone County Commission

DocuSigned by:  
*Debbie Beal*  
A3F4F1F24B8B40E...

DocuSigned by:  
*Kip Kendrick*  
57400BED96434D4...

Approved as to Legal Form:

ATTEST:

DocuSigned by:  
*CJ Dykhouse*  
7D71DEAEB9D74DD...

DocuSigned by:  
*Brianna L. Lennon*  
D267E242BF8948C...

CJ Dykhouse, County Counselor

Brianna L. Lennon, County Clerk

**BOONE COUNTY 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:  
*Nyle Riana*  
8C24BD84EE7A483...

1/31/2024

2983-84200 / \$750,000

Signature

Date

Appropriation Account

124-2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 2024

County of Boone

} ca.

In the County Commission of said county, on the 7th day of March 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract C000750 (CC240753003) with GRD 2033, Inc. DBA Rusty Drawing Chevrolet for the purchase of one (1) 2023 Chevy Silverado 1500 Crew LT V-8 with 4WD.

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

Done this 7<sup>th</sup> day of March 2024.

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 Purchasing

Amy Gerskin  
Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: → Amy Gerskin  
DATE: February 20, 2024  
RE: Cooperative Contract: State of Missouri Office of Administration  
#CC240753003 – Motor Vehicles QVL – Rusty Drawing Chevrolet

The Boone County Road & Bridge Department requests permission to utilize the State of Missouri OA #CC240753003 – Motor Vehicles with Rusty Drawing Chevrolet to purchase one (1) 2023 Chevy Silverado 1500 Crew LT with 4WD from GRD 2033, Inc. DBA Rusty Drawing Chevrolet. The Boone County contract number is C000750.

The cost of this purchase is \$47,134.00 and will be paid by department 2040 – Road and Bridge Maintenance, account 92400 – Replacement Vehicles and Equipment. This is a replacement purchase, and the 2024 total budgeted amount is \$60,000.00. The disposal form for the existing Chevy Tahoe was approved on 1/23/2024, commission order 33-2024.

cc: → Greg Eddington, Robert Sapp, R&B  
Contract File

02/20/24

RQST  
DATE

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

16641

VNDR #

GRD 2033, Inc. DBA Rusty Drawing Chevrolet

VENDOR NAME

CC240753003

BID #

Ship to Dept #: Road and Bridge

Bill to Dept #: 2040

Dept	Account	Item Description	Qty	Unit Price	Amount
2040	92400	2023 Chevy Silverado 1500 Crew LT 4WD	1	\$47,134.00	\$47,134.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00

GRAND TOTAL: 47,134.00

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.

  
\_\_\_\_\_  
Approving Official

  
\_\_\_\_\_  
Prepared By

PU

\_\_\_\_\_  
Auditor Approval

**PURCHASE AGREEMENT  
FOR  
MOTOR VEHICLES WITH RUSTY DREWING CHEVROLET**

**THIS AGREEMENT**, County contract **C000750**, awarded from the State of Missouri Office of Administration contract **CC240753003**, dated the 7<sup>th</sup> day of March 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **GRD 2033, Inc. DBA Rusty Drawing Chevrolet**, 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 #C000750** for **One (1) 2023 Chevy Silverado 1500 Crew LT with 4WD** in compliance with all bid specifications and any addendum issued for the State of Missouri OA contract CC240753003, Rusty Drawing Chevrolet Quote dated 2/12/2024, and Boone County’s Standard Terms and Conditions. All such documents shall constitute the contract documents incorporated herein by reference. If not attached, service or product data, specifications, and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file. In the event of a conflict between any of the foregoing documents, this Purchase Agreement, State of Missouri OA contract CC240753003, and Boone County Standard Terms and 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 **One (1) 2023 Silverado 1500 Crew LT with 4WD** as specified in Rusty Drawing Chevrolet’s Quote dated 02/12/2024 for a firm total price of \$47,134.00.

<b><u>2023 Chevy Silverado 1500 Crew LT 4WD</u></b>	\$60,085.00
Administrative Fee	\$299.00
Less Discount	-\$7,000.00
Less GM Rebate	-\$6,250.00
<b>TOTAL:</b>	<b>\$47,134.00</b>

3. **Contract Period** - The contract period is **from the Date of Award through June 30, 2024**.
4. **Delivery** – The Vendor agrees to deliver equipment as outlined in the bid documents. Delivery shall be to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201. If delivery is not or cannot be made within this period, the contractor must receive written authorization from the Boone County Road & Bridge Department for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable.

All deliveries shall be made **FOB Destination with freight prepaid and charged back**. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the freight bill should be attached to the invoices as evidence of correct freight billing.

5. **For Fixed Asset Tracking** – Send a list of the equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of the purchase order.



6. **Warranty** – The standard manufacturer warranty shall be provided to the County at the time of the County’s acceptance.
7. **Billing and Payment** - All billing shall be invoiced to the Boone County Road and Bridge Department at 5551 S. Tom Bass Road, Columbia, MO, 65201. The invoice must reference the Purchase Agreement number stated in paragraph 1. Billings may only include the prices listed on the quote. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event, that 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.
8. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns as long as this agreement remains in full force and effect.
9. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
  - b. The County may terminate this agreement if in the opinion of the Boone County Commission if the delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
  - c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
  - d. If appropriations are not made available and budgeted for any calendar year.

*[The remainder of this page is intentionally left blank]*

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

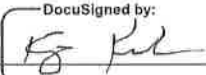
**GRD 2033, INC. DBA  
RUSTY DREWING CHEVROLET**

**BOONE COUNTY, MISSOURI**

By  \_\_\_\_\_  
DocuSigned by:  
5163413E814D4E8...

By: Boone County

Title Sales \_\_\_\_\_

 \_\_\_\_\_  
DocuSigned by:  
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

 \_\_\_\_\_  
DocuSigned by:  
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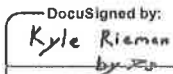
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DocuSigned by:  
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CJ Dykhouse, County Counselor

Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION:

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

 \_\_\_\_\_  
DocuSigned by:  
E3D8F2FD3CE04B1...

2/21/2024

2040/92400: \$47,134.00

Signature

Date

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

7th

day of March

20 24


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

Now on this day, the County Commission of the County of Boone does hereby approve the Award of County Contract C000751 awarded from RFP 04-20FEB24 for Law Enforcement Dogs – Term & Supply to Shallow Creek Kennels, Inc. of Sharpsville, Pennsylvania for the Boone County Sheriff's Office.

The Contract is set-out in the attached and the Presiding Commissioner is authorized to sign the same.

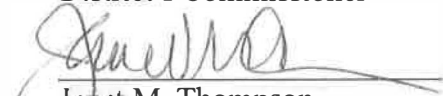
Done this 7<sup>th</sup> day of March 2024.

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

**Liz Palazzolo**  
Senior Buyer



5551 S. Tom Bass Road, Room 204  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, CPPO, C.P.M.  
DATE: 2/28/24  
RE: Award of Contract C000751 from RFP 04-20FEB24 for Law Enforcement Dogs  
- Term and Supply for the Boone County Sheriff's Office

Purchasing requests approval of Contract C000751 that results from Request for Proposal 04-20FEB24. Said RFP solicited proposals for Law Enforcement Dogs for the Boone County Sheriff's Office. Only one proposal and one "No bid" were received:

- (1) Shallow Creek Kennels, Inc. of Sharpsville, Pennsylvania
- (2) Galls, Inc. of Lexington, Kentucky (No Bid)

The proposal has been reviewed by Captain Brian Leer of the Boone County Sheriff's Office along with the Purchasing Department. It was decided to add a requirement to the RFP regarding the purchase of related dog supplies. This was accomplished issuing Best and Final Offer Request #1 which is allowed under the negotiation terms for the RFP. By accepting Best and Final Offer #1, the County will be allowed to purchase related dog supply items like collars and leashes from the contract.

The contract period will run from March 18, 2024 through March 17, 2025 with three (3) one-year renewal options available after this initial period.

This is considered a Term and Supply contract for the Sheriff's Office. Purchases will be made as needed, if needed. A total of \$9,300.00 has been budgeted for the current fiscal year. Payments will reference the following coding:

- 2570 - Sheriff K9 Operations Fund Activity/Account 23010 - Detention Enforcement Supplies

/lp

Attachment – Bid Tab  
cc: Contract File

<b>RFP 04-20FEB24 - Law Enforcement Dogs</b>				
<b>Bid Tabulation</b>	<b>Shallow Creek Kennels</b>			
<b>RFP: Only names read at this time</b>				
<b>No Bid: Galls LLC</b>				

**PURCHASE AGREEMENT  
FOR  
LAW ENFORCEMENT DOGS, TERM & SUPPLY**

**THIS AGREEMENT**, County contract **C000751**, awarded from **RFP 04-20FEB24**, dated the 7<sup>th</sup> day of March 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Shallow Creek Kennels, 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 **Law Enforcement Dogs, Term & Supply**, County of Boone Request for Proposal (RFP) number **04-20FEB24** in its entirety including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed proposal Vendor Response/Pricing Page(s), Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions, as well as the Contractor's **Best and Final Offer #1** dated **02/22/24** executed by **Lisa Brannon** on behalf of the Contractor, and the original proposal response dated **01/22/24**, executed by **Lisa Brannon**, 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 the proposal response may be permanently maintained in the County Purchasing Office RFP file for this RFP if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and **RFP 04-20FEB24** including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed proposal Vendor Response/Pricing Page(s), Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions shall prevail and control over the Contractor's proposal response.

**2. Contract Period** – The contract period shall be **March 18, 2024 through March 17, 2025**. The County shall have the option to renew the contract for three (3) one-year periods subsequent to the initial contract period, with an option to renew on a month-to-month basis thereafter.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Law Enforcement Dogs including related supplies and items on an as needed, if needed basis. Law Enforcement Dogs shall be provided as required in the RFP specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by the County:

<b>Law Enforcement Dogs</b>	
<b>Description of Service</b>	<b>Firm, Fixed Unit Price Per Each Initial Contract Period</b>
<b>Dual Purpose Law Enforcement Dog,</b> Male or Female, Dual-Purpose  Only acceptable breeds: German Shepherd, Dutch Shepherd, or Belgian Malinois, or a mix of these breeds	\$9,261.00/Each

<ul style="list-style-type: none"> <li>- County will pick-up from kennel</li> </ul>	
<p><b>Single Purpose Law Enforcement Dog,</b> Male or Female, Single-Purpose</p> <p>Only acceptable breeds: Labrador, German Shorthaired Pointer, or other suitable hunting breeds;</p> <p>Or</p> <p>German Shepherd, Dutch Shepherd, Belgian Malinois, or a mix of these breeds.</p> <ul style="list-style-type: none"> <li>- County will pick-up from kennel</li> <li>- County will pick-up from kennel</li> </ul>	<p>\$8,700.00/Each</p>
<p><b>Dog Care Items:</b> Items and supplies related to dog care and training available from the contractor, e.g., collars, leashes, etc.</p>	<p>Contractor's Current Pricing</p>

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the 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.

**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. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

**7. Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

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

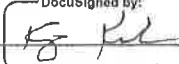
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

SHALLOW CREEK KENNELS, INC.

by  \_\_\_\_\_  
DocuSigned by:  
00EF285AD1B947A...  
 title Office Manager

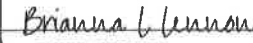
BOONE COUNTY, MISSOURI

by: Boone County Commission  
 \_\_\_\_\_  
DocuSigned by:  
57400BED98434D4...  
 Presiding Commissioner

APPROVED AS TO FORM:

 \_\_\_\_\_  
DocuSigned by:  
7D71DEAEB9D74DD...  
 County Counselor

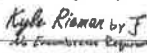
ATTEST:

 \_\_\_\_\_  
DocuSigned by:  
D267E242BFB948C...  
 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

2570/23010: Term & Supply

 _____	2/26/2024	_____
Signature	Date	Appropriation Account



126 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

March Session of the January Adjourned

Term. 2024


In the County Commission of said county, on the 7th day of March 20 24

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


Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000752 awarded from cooperative contract CC240138010 with Reed Motors STJ LLC of St. Joseph, Missouri for a 2024 Dodge RAM 2500 Tradesman Crew Cab 4X4 Truck for the Boone County Facilities Maintenance Department.

Done this 7<sup>th</sup> day of March 2024.

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

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 1/17/2024

Fixed Asset Tag Number: 18078

Trade-in  
w/this

Description of Asset: 2012 Chevrolet 2500HD Extended cab

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

Other Information (Serial number, etc.): 135GC2KVCG1CZ3251

Condition of Asset: Poor

Reason for Disposition: Purchase of new crew cab pick-up

Location of Asset and Desired Date for Removal to Storage: No storage- Will trade with vendor when replacement is available.

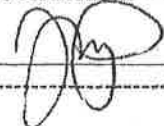
Was asset purchased with grant funding?  YES  NO

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

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

Dept Number & Name: 6104- FM Grounds

Signature



To be Completed by: AUDITOR

Original Acquisition Date 6/8/2012

G/L Account for Proceeds 6100-3835

Original Acquisition Amount 25,035.00

Original Funding Source 2784

Account Group 6100

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 126-2024

Date Approved 3/7/2024

Signature KIA

RECEIVED

JAN 24 2024

BOONE COUNTY  
AUDITOR

# Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: February 26, 2024  
RE: Award C000752 from Co-op Contract CC240138010 – New Vehicles  
Qualified Vendors List – Award of 2024 Dodge RAM2500 Tradesman  
Crew Cab 4X4 Truck for the Boone County Facilities Management  
Department

Purchasing requests approval for the award of contract C000752 from co-operative contract CC240138010 established by the State of Missouri as a cooperative contract for the purchase of new vehicles. In this case, the County requested quotes from all dealerships on the Qualified Vendors List. The tabulation is attached.

Three bids were received:

- 1) Reed Motors STJ LLC of St. Joseph, Missouri
- 2) Joe Machens Ford of Columbia, Missouri
- 3) Don Brown Chevrolet of St. Louis Missouri

The Purchasing Department has worked with Facilities Management Department in reviewing the quotes. The quote solicitation allows the County to use weighted criteria to review the quotes since none of the trucks bid will be “made to order” for the County; the trucks will either be “on-the-lot” or in the order queue. An evaluation team consisted of this staff from the Facilities Management Department: Director Johnny Mays, Deputy Director Jody Moore, and Landscape and Turf Supervisor, Josh Morgan. It is noted that the truck is to be used for Grounds Operations.

Subjective criteria used in the evaluation included Experience/Reliability and Contractor Support which was weighted a maximum of 10 points; and Specifications Match – Desired Features which was weighted a maximum 40 points. The Scoring Sheet and Evaluation Narrative are attached to this memo.

The Purchasing Department conducted the Cost Evaluation and calculation of Cost points worth a maximum 50 points. The lowest total acquisition cost is awarded 50 points while competitors’ cost scores are calculated using this formula: Lowest Total Acquisition

Cost divided by Each Competitors' Total Acquisition Cost multiplied by 50 maximum points.

Subjective scoring was done without knowledge of cost point scores. The outcome is as shown in the following table:

<b>Bidder</b>	<b>Experience/ Reliability/ Contractor Support – 10 points Maximum</b>	<b>Specifications Match - Desired Features – 40 Points Maximum</b>	<b>Cost Points – Maximum 50 Points</b>	<b>Total Points</b>
<b>Joe Machens Ford</b> Bidding a 2024 Ford F250 Crew Cab 4X4 Short Bed, 6.75'	7	38	50.00	<b>95.00</b>
<b>Reed Motors</b> bidding a 2024 Dodge RAM 2500 Tradesman Crew Cab 4X4, 6'4" Bed	9	39	49.96	<b>97.96</b>
<b>Don Brown Chevrolet</b> bidding a 2024 Chevrolet 2500 HD Crew Cab, 6'4" Bed	8	39	49.72	<b>96.72</b>

Reed Motors is the “lowest and best” quote based on the highest cumulative score shown above.

It is noted that the County’s quote request offered a 2012 Chevrolet 2500 HD Extended Cab truck for trade-in. Only Don Brown Chevrolet offered a trade quote. The trade quote of \$800.00 was deemed too low and so the Facilities Management Department opted not to consider trade-pricing.

The 2012 Chevrolet 2500 HD Extended Cab truck will be referred to the Auto Auction for Disposal. The **Disposal Form** is attached for the Commission’s approval:

- 2012 Chevrolet 2500HD Extended Cab, Asset Tag 18078, VIN 135GC2KVCG1CZ3251

The Facilities Management Department has recommended awarding the 2024 Dodge RAM 2500 Tradesman Crew Cab 4X4 to Reed Motors STJ, LLC of St. Joseph, Missouri. Delivery is anticipated to take 12-18 weeks.

The contract period will run March 07, 2024 through June 30, 2024.

Payment for the van will reference 6104 – Facilities Management Grounds Maintenance/92400 – Replacement Auto Trucks: \$47,911.00

/lp

c: Contract File



or exceeding NHTSA (front-side, driver, passenger, curtain style)	
• Traction Control Equipped	Included
• Power Steering	Included
• Rear Axle Ratio: Manufacturer Standard	Included
• Tires: All Terrain LT275/70R 18E OWI On/Off Road Tires	Included
• Full Size Spare Tire	Included
• Tire tools and jack	Included
• HVAC: Manufacturer Standard	Included
• Radio: Manufacturer Standard	Included
• Daytime Running Lamps	Included
• Tilt Steering Column, 4 -Spoke Steering Wheel	Included
• Painted Rear Step-Type Bumper	Included
• Cloth Seats: Black	Included
• 40/20/40 Split Bench Seat	Included
• Black Carpeting with Mats	Included
• Keyless Start	Included
• Two sets of keys or key FOBS	Included
• Exterior Color: Bright White Clearcoat	Included
• Limited Slip Rear Axle	Included
• Bluetooth Connectivity	Included
• Blind Spot Warning Feature	Included
• Power Windows, Power Door Locks Power Exterior Mirrors and Remote Keyless Entry	Included
• Heated Mirrors	
• Tow Package	Included
• Owner's Manual (provided at delivery)	Included
• <b>Delivery Cost</b>	<b>\$350.00</b>

**Grand Total Vehicle Cost:** **\$47,911.00/EA**

4. **Purchase Order** – The County will issue a Purchase Order for any order placed from this contract.

5. **Delivery Time and Place** – The contractor shall coordinate and communicate with the Boone County Facilities Maintenance Department regarding delivery of the vehicle. Delivery should occur within 12 to 18 weeks from the date of the vehicle order. Delivery shall be to the Boone County Road & Bridge Department, Attention Greg Edington or Robby Sapp, 5551 S. Tom Bass Road, Columbia, Missouri, 65201.

6. **Warranty** – All standard manufacturer warranties shall be provided: 3 years or 36,000 miles bumper-to-bumper unlimited; and 5 years or 100,000 miles on the powertrain.

7. **Title** – Title in the name of: Boone County Facilities Maintenance. Send the title to 5551 S. Tom Bass Road, Room 201, Columbia, MO 65201.

8. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department, Attn: Jody Moore, 613 E. Ash Street, Columbia, MO 65201. Billings may only include the prices listed herein. No additional fees for paperwork processing, labor, or taxes shall be

included as additional charges. The County agrees to pay all invoices within thirty days of receipt. 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.

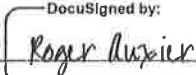
9. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

10. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

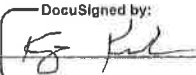
- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

**REED MOTORS STJ LLC**

by  \_\_\_\_\_  
DocuSigned by:  
7C156D4BBFE94F8...  
 title Fleet Manager

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
 \_\_\_\_\_  
DocuSigned by:  
57400BED96434D4...  
 Presiding Commissioner

APPROVED AS TO FORM:

 \_\_\_\_\_  
DocuSigned by:  
7D71DEAEB9D74DD...  
 County Counselor

ATTEST:

 \_\_\_\_\_  
DocuSigned by:  
D267E242BFB948C...  
 County Clerk



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

March Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

7th

day of March

20 24

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 Contract Amendment Number One for the Strategic Innovation Opportunity Contract between City of Refuge and the Boone County Children's Service Board.

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

Done this 7<sup>th</sup> day of March 2024.

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

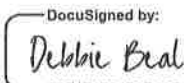
### City of Hope

Now on this day, dated the 7<sup>th</sup> day of March, 2024, a Strategic Innovation Opportunity contract made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children’s Services Board and City of Refuge, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Change the name of the Strategic Innovation Opportunity contract, “City of Hope” to “City Preschool”.

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

#### City of Refuge

By:   
Signature

By: Debbie Beal  
Printed Name/Title

#### Boone County, Missouri

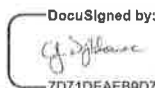
By: Boone County Commission

  
Kip Kendrick  
Boone County Presiding Commissioner

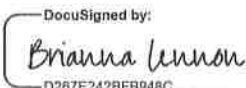
By: Boone County Children’s Services Board

  
Leigh Spence, Board Chair

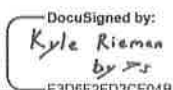
APPROVED AS TO FORM:

  
CJ Dykhouse, County Counselor

ATTEST:

  
Brianna L. Lennon, County Clerk

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

      3/1/2024  
Signature      Date

2161/71106/No Encumbrance Required

Appropriation Account

# Boone County Community Services Department

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## Memorandum

TO: Boone County Commission  
FROM: Kristin Cummins, Deputy Director  
DATE: February 28, 2024  
RE: First Reading: Contract Amendment #1 – City of Hope

The Community Services Department requests approval to amend the Strategic Innovation Opportunity contract with City of Refuge. The program name in the contract is “City of Hope” and will be changed to “City Preschool”. No additional encumbrance is required.

c: Contract File

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

March Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

7th

day of March

20 24

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 City of Linn, Missouri Police Department.

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

Done this 7<sup>th</sup> day of March 2024.

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 7<sup>th</sup> day of March, 2024, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the City of Linn Missouri Police Department (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. **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, tracking, area search, article search, building search, K-9 aggression control, scenario-based training, 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 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 Four Thousand Dollars (\$4,000.00) 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 \$2,000.00, upon execution of this contract and the remaining one-half, or \$2,000.00, after twenty (20) sessions have been completed.
4. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 17<sup>th</sup> day of February 2024, 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 \$100.00 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: Linon P.S.

By: 

Printed Name: Samuel J. Ford


Dated: \_\_\_\_\_

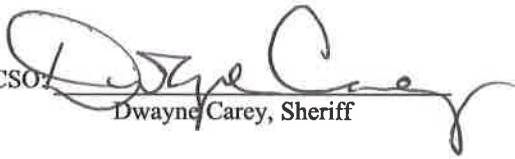
ATTEST: \_\_\_\_\_

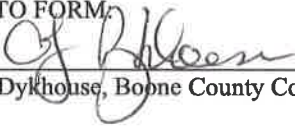
**BOONE COUNTY, MISSOURI**

By:   
Kip Kendrick, Presiding Commissioner

Dated: 3/7/2024

ATTEST:   
Brianna L. Lennon, County Clerk

APPROVED - BCSO:   
Dwayne Carey, Sheriff

APPROVED AS TO FORM:   
Dykhouse, Boone County Counselor

ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES:

  
County Auditor

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**

 2/15/24

**Printed Name of Participant**

Cody Schmitz

129 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

March Session of the January Adjourned

Term. 20 24

In the County Commission of said county, on the 7th day of March 20 24


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 Kirksville Police Department.

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

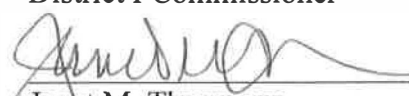
Done this 7<sup>th</sup> day of March 2024.

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 7<sup>m</sup> day of March, 2024, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Kirksville Police Department (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. **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 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 twenty (10) sessions have been completed.
4. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 17<sup>th</sup> day of February, 2024, 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 \$100.00 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: City of Kirksville

By: Mari E. Macomber

Printed Name: Mari E. Macomber

Dated: 2-14-24

ATTEST: Wendy Gagle



BOONE COUNTY, MISSOURI

By: Kip Kendrick

Kip Kendrick, Presiding Commissioner

Dated: 3/7/2024

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:

Kyle Rieman by F  
County Auditor

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**

Makenzie Maggart 02-09-24

**Printed Name of Participant**

Makenzie Maggart 02-09-24

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

March Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

7th

day of March

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the adoption of the attached Investment Policy as drafted by the Boone County Treasurer.


Done this 7<sup>th</sup> day of March 2024.


ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

March Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

7th

day of March

20 24

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 Juvenile Justice Program Assistance Grant Application submitted by the 13<sup>th</sup> Judicial Circuit Court, Family Court – Juvenile Division.

Done this 7<sup>th</sup> day of March 2024.

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