

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of January Adjourned

Term 20

County of Boone

} ea.

In the County Commission of said county, on the 4th day of February 20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the Flexible Hiring Range for position number 55, Senior Facilities Maintenance Technician, and does hereby authorize an appropriation of \$21.15 per hour for the salary of said position.

Done this 4th day of February 2025.

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

65-2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of January Adjourned

Term 20

County of Boone

In the County Commission of said county, on the 4th day of February 20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the Flexible Hiring Range for position number 669, Assistant Prosecuting Attorney II, and does hereby authorize an appropriation of \$72,000 for the salary of said position.

Done this 4th day of February 2025.

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

lete -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of January Adjourned

Term 20

In the County Commission of said county, on the 4th day of February 20 25

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 C000972 awarded from cooperative contract CC250901006 for Facilities Maintenance, Repair and Operating (MRO) and Industrial Products, a Countywide Term and Supply contract, with W. W. Grainger, Inc. of Lake Forest, Illinois. The contract is set-out in the attached and the presiding Commissioner is authorized to sign the same.

Done this 4th day of February 2025.

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

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: January 28, 2025
RE: Award Contract C000972 from Cooperative Contract CC250901006 –
Facilities MRO & Industrial Supplies – W.W. Grainger, Inc. –
Countywide Term & Supply

Purchasing requests approval for the award of contract C000972 from contract CC250901006 established by the State of Missouri using a NASPO Valuepoint cooperative contract for Facilities Maintenance, Repair and Operating (MRO) and Industrial Supplies with W. W. Grainer, Inc. of Lakeforest, Illinois.

The contract period will run January 30, 2025 through August 31, 2026. There are four (4) one-year renewal options available.

This is a Countywide Term and Supply contract.

/lp

c: Contract File

**PURCHASE AGREEMENT
FOR
FACILITIES MRO AND INDUSTRIAL SUPPLIES**

THIS AGREEMENT, County Contract #**C000972** awarded from cooperative contract **CC250901006**, dated the 4th day of February 2025 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **W. W. Grainger, Inc.** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Facilities MRO and Industrial Supplies**, in compliance with all bid specifications and any addenda issued for the **State of Missouri Contract CC250901006**, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Contract **CC250901006**, 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 Facilities MRO and Industrial Supplies, as specified in State of Missouri's contract **CC250901006** and as specifically quoted for the ordering Boone County office or department.

3. **Contract Term** - This agreement shall commence on **January 30, 2025 through August 31, 2026** subject to the provisions for termination specified below. This agreement may be renewed for up to four (4) additional one-year periods.

4. **Billing and Payment** - All billing shall be invoiced to the ordering Boone County Department or Office and billings may only include pricing consistent with the terms of contract and as specified in the County quote. The County agrees to pay all invoices within thirty days of receipt following successful performance of service; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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 bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

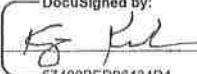
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

W. W. GRAINGER, INC.

BOONE COUNTY, MISSOURI

By 
 Title Government Sales Manager

By: Boone County Commission

 Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:



 County Counselor


 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.

Countywide -Term & Supply

 1/27/2025

Signature

Date

Appropriation Account

67 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of January Adjourned

Term 20

In the County Commission of said county, on the 4th day of February 20 25

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 C000974 awarded from cooperative contract CC250901004 for Facilities Maintenance, Repair and Operating (MRO) and Industrial Products, a Countywide Term and Supply contract, with Lawson Products of Chicago, Illinois. The contract is set-out in the attached and the presiding Commissioner is authorized to sign the same.

Done this 4th day of February 2025.

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

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: January 28, 2025
RE: Award Contract C000974 from Cooperative Contract CC250901004 –
Facilities MRO & Industrial Supplies – Lawson Products, Inc. –
Countywide Term & Supply

Purchasing requests approval for the award of contract C000974 from contract CC250901004 established by the State of Missouri using a NASPO Valuepoint cooperative contract for Facilities Maintenance, Repair and Operating (MRO) and Industrial Supplies with Lawson Products Inc. of Chicago, Illinois.

The contract period will run January 30, 2025 through August 31, 2026. There are four (4) one-year renewal options available.

This is a Countywide Term and Supply contract.

/lp

c: Contract File

**PURCHASE AGREEMENT
FOR
FACILITIES MRO AND INDUSTRIAL SUPPLIES**

THIS AGREEMENT, County Contract #C000974 awarded from cooperative contract CC250901004, dated the 4th day of February 2025 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Lawson Products Inc.** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Facilities MRO and Industrial Supplies**, in compliance with all bid specifications and any addenda issued for the **State of Missouri Contract CC250901004**, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Contract **CC250901004**, 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 Facilities MRO and Industrial Supplies, as specified in State of Missouri's contract **CC250901004** and as specifically quoted for the ordering Boone County office or department.

3. **Contract Term** - This agreement shall commence on **January 30, 2025 through August 31, 2026** subject to the provisions for termination specified below. This agreement may be renewed for up to four (4) additional one-year periods.

4. **Billing and Payment** - All billing shall be invoiced to the ordering Boone County Department or Office and billings may only include pricing consistent with the terms of contract and as specified in the County quote. The County agrees to pay all invoices within thirty days of receipt following successful performance of service; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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 bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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.

LAWSON PRODUCTS, INC.

BOONE COUNTY, MISSOURI

Signed by:
 By Michael Drinane
 E468098AF32E4E6...
 Title VP - Strategic Accounts and Government Sales

By: Boone County Commission
 DocuSigned by:
[Signature]
 57400BED96434D4...
 Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
 7D71DEAEB9D74DD...
 County Counselor

ATTEST:

Signed by:
Brianna L. Lenson
 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.

Countywide -Term & Supply

DocuSigned by:
[Signature]
 8E8FE1148A274E1...
 1/27/2025

Signature Date Appropriation Account

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

February Session of January Adjourned

Term 20


In the County Commission of said county, on the 4th day of February 20 25

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 C000973 awarded from cooperative contract CC250901001 for Facilities Maintenance, Repair and Operating (MRO) and Industrial Products, a Countywide Term and Supply contract, with the Fastenal Company of Winona, Minnesota. The contract is set-out in the attached and the presiding Commissioner is authorized to sign the same.

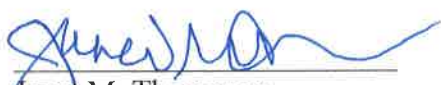
Done this 4th day of February 2025.

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, 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: January 28, 2025
RE: Award Contract C000973 from Cooperative Contract CC250901001 –
Facilities MRO & Industrial Supplies – Fastenal Company – Countywide
Term & Supply

Purchasing requests approval for the award of contract C000973 from contract CC250901001 established by the State of Missouri using a NASPO Valuepoint cooperative contract for Facilities Maintenance, Repair and Operating (MRO) and Industrial Supplies with the Fastenal Company of Winona, Minnesota.

The contract period will run January 30, 2025 through August 31, 2026. There are four (4) one-year renewal options available.

This is a Countywide Term and Supply contract.

/lp

c: Contract File

**PURCHASE AGREEMENT
FOR
FACILITIES MRO AND INDUSTRIAL SUPPLIES**

THIS AGREEMENT, County Contract #**C000973** awarded from cooperative contract **CC250901001**, dated the 4th day of February 2025 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Fastenal Company** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Facilities MRO and Industrial Supplies**, in compliance with all bid specifications and any addenda issued for the **State of Missouri Contract CC250901001**, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Contract **CC250901001**, 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 Facilities MRO and Industrial Supplies, as specified in State of Missouri's contract **CC250901001** and as specifically quoted for the ordering Boone County office or department.

3. **Contract Term** - This agreement shall commence on **January 30, 2025 through August 31, 2026** subject to the provisions for termination specified below. This agreement may be renewed for up to four (4) additional one-year periods.

4. **Billing and Payment** - All billing shall be invoiced to the ordering Boone County Department or Office and billings may only include pricing consistent with the terms of contract and as specified in the County quote. The County agrees to pay all invoices within thirty days of receipt following successful performance of service; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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 bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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:

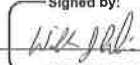
- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding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

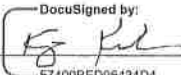
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

FASTENAL COMPANY

BOONE COUNTY, MISSOURI

By  _____
Signed by:
 0F1AEFFC0A26427...
 Title **Executive Vice President**

By: Boone County Commission
 _____
DocuSigned by:
 57400BED9643D4...
 Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:


 _____
DocuSigned by:
 7D71DEAEB9D74DD...
 County Counselor

 _____
Signed 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.

Countywide -Term & Supply

 _____ **1/24/2025** _____
DocuSigned by:
 8E8FE1148A274E1...

Signature

Date

Appropriation Account

169 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of January Adjourned

Term 20

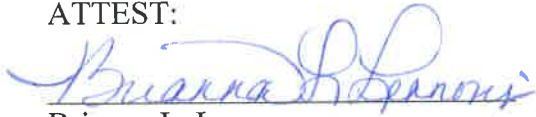
In the County Commission of said county, on the 4th day of February 20 25

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

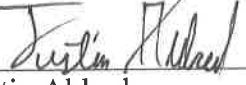
Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000963 awarded from cooperative contract CC250070006 for Law Enforcement and Public Safety Gear with Galls LLC of Lexington, Kentucky for the Boone County Sheriff's Office. The contract is set-out in the attached and the Presiding Commissioner is authorized to sign the same.

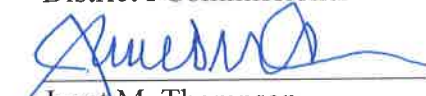
Done this 4th day of February 2025.

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, 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: January 14, 2025
RE: Award Contract C000963 from Cooperative Contract CC250070006 – Law Enforcement & Public Safety Gear – Term & Supply Qualified Vendors List (QVL) with Galls LLC for Boone County Sheriff's Office

Purchasing requests approval for the award of contract C000963 from cooperative contract CC250070006 established by the State of Missouri as a cooperative contract Qualified Vendors List (QVL) for the purchase of law enforcement and public safety gear. Consistent with the concept of a QVL, the County will need to bid each purchase. This is one of six contracts that will be put in place for quick bidding when an actual purchase has been identified by the Sheriff's Office. While a good rule of thumb is to solicit at least three vendors, I have identified these 6 as the ones the County has in the past relied on for purchasing most of its law enforcement and public safety gear. The contract will be set-up in this case with Galls LLC of Lexington, Kentucky. The law enforcement and public safety supply market is such that contractors are still unwilling to contract for a specific period of time with identified pricing or even a discount structure for unidentified and unquantified purchases.

The contract period will run January 01, 2025 through October 31, 2025. There are two (2) one-year renewal options available.

This is a Term and Supply contract for the Boone County Sheriff's Office. Coding that will be used on payments follows:

1251 – General Fund Sheriff Operations/23300 – Uniforms (\$55,560.00 budgeted for 2025);
1251 – General Fund Sheriff Operations/23850 – Untagged Equipment & Tools (\$23,011.00 budgeted for 2025);
1255 – General Fund Detention Operations/23300 – Uniforms (\$25,658.00 budgeted for 2025);
1255 – General Fund Detention Operations/23850 – Untagged Equipment & Tools (\$11,319.00 budgeted).

/lp
c: Contract File

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT PUBLIC SAFETY GEAR**

THIS AGREEMENT, County Contract #**C000963** awarded from cooperative contract **CC250070006** dated the 4th day of February 2025 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Galls LLC** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Law Enforcement Public Safety Gear**, in compliance with all bid specifications and any addenda issued for the **State of Missouri Contract CC250070006**, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Contract **CC250070006**, 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 law enforcement public safety gear, as specified in State of Missouri's contract **CC250070006** and as specifically quoted for the ordering Boone County office or department.

3. **Contract Term** - This agreement shall commence on **January 01, 2025 through October 31, 2025** subject to the provisions for termination specified below. This agreement may be renewed for up to two (2) additional one-year periods.

4. **Billing and Payment** - All billing shall be invoiced to the ordering Boone County Department or Office and billings may only include pricing consistent with the terms of contract and as specified in the County quote. The County agrees to pay all invoices within thirty days of receipt following successful performance of service; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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 bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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:

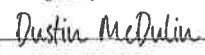
- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding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

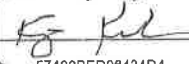
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

GALLS, LLC


BOONE COUNTY, MISSOURI

By 
Signed by:
F0C324F8047A43E...
 Title CFO

By: Boone County Commission
DocuSigned by:

57400BED98434D4...
 Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

7D71DEAEB9D74DD...
 County Counselor


Signed 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.

1251/23300; 1251/23850; 1255/23300; 1255/23850 - Term & Supply

<small>DocuSigned by:</small> <u></u> <small>BE8FE1148A274E1...</small>	1/27/2025	
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of January Adjourned

Term 30

In the County Commission of said county, on the 4th day of February 20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment for Department 4131 to Establish Budget for the Child Care Center Construction.

Done this 4th day of February 2025.

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, MISSOURI REQUEST FOR BUDGET AMENDMENT

RECEIVED

1/2/25

EFFECTIVE DATE

JAN 17 2025

FOR AUDITORS USE

BOONE COUNTY
AUDITOR

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
4131	3451	Child Care Center Construction	State Reimb-Grant/Program/Other		2,500,000
4131	71201	Child Care Center Construction	Construction Costs		2,500,000
				-	5,000,000

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

To establish budget for the \$2.5M reimbursement from the state for the construction of the Child Care Center and related expenses

Auditor's Office _____

Prepared By: Heather Acton

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments:

Agenda

Ha [Signature]
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing

9 management, equipment, and start-up costs, provided that no
 10 local match be required
 11 From General Revenue Fund (0101)\$750,000

1 Section 20.224. To the Office of Administration
 2 For the Department of Public Safety
 3 For the construction and/or renovation of a childcare facility specializing
 4 in children of public safety workers in a county with more than
 5 one hundred fifty thousand but fewer than two hundred thousand
 6 inhabitants
 7 From Budget Stabilization Fund (0522)\$2,500,000

1 Section 20.300. To the Office of Administration
 2 For the Department of Transportation
 3 For investments in waste water improvements, including costs related to
 4 the connection of statewide facilities to municipal sewer systems
 5 From Coronavirus State Fiscal Recovery – Water Infrastructure Fund
 6 (2462)\$7,828,604

1 Section 20.310. To the Office of Administration
 2 For the Department of Agriculture
 3 For a covered arena and stormwater projects at the Missouri State
 4 Fairgrounds
 5 Expense and Equipment
 6 From Coronavirus State Fiscal Recovery – Water Infrastructure Fund
 7 (2462)\$31,879,323

1 Section 20.313. To the Department of Agriculture
 2 For the construction of a new comfort station, and other improvements
 3 as necessary around the comfort station located at the Director’s
 4 Pavilion at the Missouri State Fair
 5 From Budget Stabilization Fund (0522)\$7,822

1 Section 20.314. To the Department of Agriculture
 2 For planning, design, construction, renovation, and land acquisition for
 3 a new maintenance building at the Missouri State Fair
 4 From Budget Stabilization Fund (0522)\$4,593,423

1 Section 20.315. To the Department of Agriculture

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of January Adjourned

Term 30

In the County Commission of said county, on the 4th day of February 20 25


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 Consultant Service Agreements with A Civil Group, PW Architects, Inc & SOA, Inc.

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

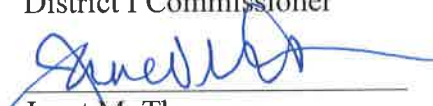
Done this 4th day of February 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Commission Order 71-2025

Date 02.04.25

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 4th day of February, 2025, by and between Boone County, Missouri, a first-class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and A Civil Group (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2025, or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2025. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed, nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested or provide reasons why the Consultant cannot provide or respond to the request for optional services.

2.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of

invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the

coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

A CIVIL GROUP

By  _____
DocuSigned by: E3EE2C4CCDD4B1...

Title Managing Member

Dated: 1/9/2025

BOONE COUNTY, MISSOURI

By  _____
DocuSigned by: 074008ED30434D4...

Presiding Commissioner

Dated: 1/28/2025

APPROVED AS TO FORM:

 _____
DocuSigned by: 2D71DE4589D74DD

County Attorney

ATTEST:

 _____
Signed by: D067E40DF0448E

County Clerk

APPROVED:

 _____
Signed by: E4693E99C04448F

Director, Boone County Resource Management

Commission Order 71-2025

Date 02.04.25

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 4th day of February, 2025, by and between Boone County, Missouri, a first-class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and PW Architects, Inc (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2025, or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2025. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed, nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested or provide reasons why the Consultant cannot provide or respond to the request for optional services.

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2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

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invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the

coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

PW ARCHITECTS, INC

By Signed by:
Erik Miller, AIA, CDT
8F1AE499ED38405...

Title Vice-President

Dated: 1/27/2025

BOONE COUNTY, MISSOURI

By DocuSigned by:
[Signature]
57400B1D8641D4...

Presiding Commissioner

Dated: 1/28/2025

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
7D71D0A8B0071D0...

County Attorney

ATTEST:

Signed by:
Brianna Lennon
D287E243BF8948C...

County Clerk

APPROVED:

Signed by:
Bill Floria
E4283E91C8411BF...

Director, Boone County Resource Management

71-2025

Date 02.04.25

Commission Order

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 4th day of February, 2025, by and between Boone County, Missouri, a first-class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and SOA Inc (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2025, or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2025. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed, nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested or provide reasons why the Consultant cannot provide or respond to the request for optional services.

2.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of

invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the

coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

SOA INC

By  _____
DocuSigned by: 9FDBA69966604AF

Title President

Dated: 1/27/2025

BOONE COUNTY, MISSOURI

By  _____
DocuSigned by: 97AD0BEE10E43A0A

Presiding Commissioner

Dated: 1/28/2025

APPROVED AS TO FORM:

 _____
DocuSigned by: 7D71DEACB90740D
County Attorney

ATTEST:

 _____
Signed by: 0207E2428F0945C
County Clerk

APPROVED:

 _____
Signed by: E4563E96C9414BF

Director, Boone County Resource Management

72 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of January Adjourned

Term 20

In the County Commission of said county, on the 4th day of February 20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with SSM.

Done this 4th day of February 2025.

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

SPECIAL NEEDS TRACKING & AWARENESS RESPONSE SYSTEM AGREEMENT
SSM Health Cardinal Glennon Children's Hospital
STARS Program

EFFECTIVE DATE	Date of last signature
DATABASE VIEWER	Boone County, Missouri, by and through its Joint Communications Department
SSM	SSM Cardinal Glennon Children's Hospital, a Missouri nonprofit corporation d/b/a SSM Health Cardinal Glennon Children's Hospital

This SPECIAL NEEDS TRACKING & AWARENESS RESPONSE SYSTEM AGREEMENT ("Agreement") is effective on Effective Date by and between DATABASE VIEWER and SSM.

WHEREAS, each party desires that the other party provide certain services with respect to the Special Needs Tracking & Awareness Response System ("STARS") database as described below (the "STARS Services");

WHEREAS, each party desires to provide the STARS Services to the other in accordance with the terms of this Agreement; and

WHEREAS, each party desires to outline its duties and responsibilities with respect to the STARS Services;

THEREFORE, it is understood and agreed upon by the parties hereto as follows:

1. **STARS Services.**

SSM and DATABASE VIEWER shall each provide all of the STARS Services set forth in Exhibit A, attached hereto and incorporated by its reference. SSM and DATABASE VIEWER may add to or modify the STARS Services by mutual written agreement at any time during the term of this Agreement. The STARS Services shall be performed in a manner at least as good as industry standards.

2. **Compensation.**

There is no compensation due to either party under this Agreement. The consideration for this Agreement is the mutual provision of the STARS Services and the community benefit of providing improved patient care.

3. **Term and Termination.**

3.1. **Term.**

The term of this Agreement shall commence on the Effective Date and continue thereafter for three (3) years. In the event the parties fail to appropriately document an extension, and DATABASE VIEWER continues to provide STARS Services hereunder, the term of this Agreement shall be deemed to be automatically extended on a day to day basis until terminated by either party upon thirty (30) days prior written notice, if the termination is without cause, or if the termination is not without cause, then as provided by the applicable time frame set forth in the Agreement.

3.2. Termination.

This Agreement may be terminated by either SSM or DATABASE VIEWER for any reason upon sixty (60) days prior written notice to the other.

4. Insurance.

4.1. DATABASE VIEWER.

At all times during the term of this Agreement, DATABASE VIEWER shall procure and maintain commercial general liability insurance, or self-insurance, covering itself and its employees and agents providing services pursuant to the Agreement on an occurrence basis in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate of all claims. DATABASE VIEWER shall also maintain professional liability insurance coverage on an occurrence basis for its employees and agents providing services hereunder with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. DATABASE VIEWER shall maintain Worker's Compensation coverage equal to statutory limits for its employees performing services pursuant to this Agreement. DATABASE VIEWER shall provide SSM a certificate of insurance evidencing that such coverage is in effect during the term of this Agreement.

In the event DATABASE VIEWER procures insurance coverage which is not on an occurrence basis, DATABASE VIEWER shall at all times, including without limitation, after the expiration or termination of this Agreement for any reason, maintain professional liability insurance coverage for any liability directly or indirectly resulting from the provision of services pursuant to this Agreement by DATABASE VIEWER or DATABASE VIEWER's employees or agents, or acts or omissions of DATABASE VIEWER or DATABASE VIEWER's employees or agents, occurring in whole or in part during the term of this Agreement (hereinafter "continuing coverage"). DATABASE VIEWER may procure such continuing coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the Effective Date of this Agreement, by obtaining an extended reporting endorsement applicable to the insurance coverage maintained by DATABASE VIEWER during the term of this Agreement, or by such other methods acceptable to SSM.

DATABASE VIEWER shall, at all times, maintain cyber liability insurance and coverage for adverse privacy and security events, covering its responsibilities provided for in this Agreement on an occurrence basis in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate. In the event DATABASE VIEWER procures insurance coverage which is not on an occurrence basis, DATABASE VIEWER shall, upon the termination of such coverage, secure a continued reporting endorsement for a minimum of three (3) years.

4.2. SSM.

At all times during the term of this Agreement, SSM shall procure and maintain commercial general liability insurance, or self-insurance, covering itself and its employees providing services pursuant to the Agreement on an occurrence basis in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate of all claims. SSM shall also maintain professional liability insurance coverage on an occurrence basis for its employees providing services hereunder with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000)

annual aggregate. SSM shall maintain Worker's Compensation coverage equal to statutory limits for its employees performing services pursuant to this Agreement.

In the event SSM procures insurance coverage which is not on an occurrence basis, SSM shall at all times, including without limitation, after the expiration or termination of this Agreement for any reason, maintain professional liability insurance coverage for any liability directly resulting from the provision of services pursuant to this Agreement by SSM or SSM's employees or agents, or acts or omissions of SSM or SSM's employees or agents, occurring in whole or in part during the term of this Agreement (hereinafter "continuing coverage"). SSM may procure such continuing coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the Effective Date of this Agreement, by obtaining an extended reporting endorsement applicable to the insurance coverage maintained by SSM during the term of this Agreement, or by such other methods acceptable to SSM.

SSM shall, at all times, maintain cyber liability insurance and coverage for adverse privacy and security events, covering its responsibilities provided for in this Agreement on an occurrence basis in minimum amounts of Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) annual aggregate. In the event SSM procures insurance coverage which is not on an occurrence basis, SSM shall, upon the termination of such coverage, secure a continued reporting endorsement for a minimum of three (3) years.

5. General Provisions.

5.1. Contractual Limitations.

SSM and DATABASE VIEWER shall be independent contractors and this Agreement shall not constitute the formation of a partnership, joint venture, or an employment relationship. DATABASE VIEWER's employees and agents shall not be deemed to be employees of SSM and shall not be entitled to any benefits received by SSM employees. DATABASE VIEWER shall be responsible for all payroll taxes for its use. SSM's employees and agents shall not be deemed to be employees of DATABASE VIEWER and shall not be entitled to any benefits received by DATABASE VIEWER employees. SSM shall be responsible for all payroll taxes for its use. The parties shall not assign or transfer their respective rights or obligations under the Agreement except with the other party's prior written consent, except that SSM may assign this Agreement to a subsidiary corporation or affiliated corporation under common control without the prior written consent of DATABASE VIEWER. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Missouri, without application of choice of laws rules with venue in St. Louis County, 21st Judicial Circuit of Missouri. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, communications, and agreements between the parties with respect to the subject matter hereof, whether oral or written. This Agreement may only be amended or modified by a subsequent written agreement between duly authorized representatives of SSM or DATABASE VIEWER. The failure of either party to object to or to take affirmative action with respect to any conduct of the other that is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or any prior or future violations of the provisions of this Agreement.

5.2. Medicare Access to Books and Records.

In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)) is applicable to this Agreement, each party agrees as follows: (a) until the

expiration of four (4) years after the furnishing of such STARS Services pursuant to this Agreement, each party shall make available, upon written request of the Secretary of the U.S. Department of Health and Human STARS Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, this Agreement, and books, documents and records of such party that are necessary to certify the nature of the duties of this Agreement; and (b) if such party performs its STARS Services hereunder through a subcontract with a related organization, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, then any such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such STARS Services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary of the U.S. Department of Health and Human STARS Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify, the nature and extent of the cost of STARS Services provided pursuant to such subcontract.

5.3. Notice.

Any notice or communication required or permitted to be given under this Agreement shall be served personally, sent by United States certified mail or sent by email to the following address:

If to SSM: SSM Health
 Attn: Contracts
 12800 Corporate Hill Drive
 St. Louis, MO 63131
 Email: ContractNotices@ssmhealth.com

If to DATABASE VIEWER: Boone County Joint Communications
 Attn: Director
 2145 County Drive
 Columbia, Missouri 65202
 Email: GGerman@boonecountymo.org

Any change to the notice address listed above must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each party agrees to maintain evidence of the respective notice method utilized.

5.4. Representation and Warranty.

Each party represents and warrants to the other party that it, its owners, employees, agents and any subcontractors (collectively "Personnel") are not: (i) listed on the System for Award Management website ("sam.gov") with an active exclusion; or (ii) suspended or excluded from participation in any federal health care programs, as defined under 42.U.S.C. § 1320a-7b(f), any form of state Medicaid program, and are not listed on the Office of the Inspector General's website ("oig.hhs.gov") (collectively, "Government Payor Programs"). Each party also represents and warrants that to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of that party or its Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an "Investigation"). Each party shall notify the other party of the commencement of any Investigation or suspension or exclusion from Government Payor

Programs within three (3) business days of its first learning of it. Either party shall have the right to immediately terminate this Agreement upon learning of any such Investigation, suspension or exclusion. Each party shall be timely kept apprised by the other party of the status of any such Investigation. Each party shall indemnify, defend, and hold the other party harmless from any claims, liabilities, fines, and expenses (including reasonable attorneys' fees) incurred as a result of each party's breach of this paragraph.

5.5. Intellectual Property.

Except for rights expressly granted under this Agreement, SSM and DATABASE VIEWER shall retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement. SSM will retain exclusive interest in and ownership of its Intellectual Property rights to software related to the STARS Database and expressly reserves all Intellectual Property rights not expressly granted under this Agreement. In the event that Intellectual Property is developed as a result of this Agreement, such Intellectual Property shall be owned by SSM. SSM will own all derivative work created for, by, or as a result of this Agreement.

DATABASE VIEWER agrees to provide attribution to SSM Health Cardinal Glennon Children's Hospital in conjunction with the STARS Services as set forth in Exhibit A. SSM grants DATABASE VIEWER a limited license to use the federal, state, and/or common law marks of SSM Health and SSM Health Cardinal Glennon Children's Hospital ("Intellectual Property") for the sole and limited purpose of providing attribution for the STARS program in conjunction with this agreement (hereinafter "Approved Use"). DATABASE VIEWER may not create its own rendition of the Intellectual Property. SSM grants this permission to display the Intellectual Property without any warranties express or implied.

DATABASE VIEWER recognizes that the manner in which DATABASE VIEWER uses the intellectual property could have a significant effect on SSM's image and on the quality image of SSM's products or services. DATABASE VIEWER agrees that all materials on which the Intellectual Property appears shall contain appropriate legends, markings, and notices and will follow reasonable instructions of SSM with respect to such notices.

No changes or modifications to the Intellectual Property may be made. Display of the Intellectual Property for purposes other than the Approved Use is expressly forbidden. SSM reserves the right to cancel this permission at any time and for any reason. The permission granted shall be non-exclusive and shall not be assignable or otherwise transferable in any manner without prior consent by SSM.

5.6. Confidentiality.

During the term of this Agreement and thereafter, SSM and DATABASE VIEWER and their employees and representatives shall hold information in the strictest confidence except as otherwise required by this Agreement or by federal or state law, including but not limited to patient records and peer review and utilization review documents; the terms of this Agreement (except that SSM may disclose pricing terms to its group purchasing organization(s) and others provided such recipients agree to keep the information confidential); and the finances, earnings, volume of business, systems, practices, plans, contracts, and similar information of each party.

5.7. Indemnification.

To the extent allowable by federal and/or state law and without waiving any rights of sovereign immunity, each party will indemnify and hold the other party harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions of such party or any employee or contractor of such party or any failure of such party to perform any obligation undertaken or any covenant in this Agreement. Upon notice from either party, the other party will resist and defend at its own expense and by counsel reasonably satisfactory to the notifying party, any such claim or action.

5.8. Affirmative Action Statement.

SSM and all covered subcontractors shall abide by the requirements of 29 CFR Part 741, 41 CFR § 60-1.4(a), Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

5.9. Counterparts, Facsimile or Electronic Signature.

This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with Missouri law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.

5.10. Severability.

In the event that any sections, paragraphs, sentences, clauses or phrases of this Agreement shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of this Agreement shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision and (if necessary) other provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement, and this Agreement shall then be enforced as so reformed. Notwithstanding the preceding sentence, if such court is unable or unwilling to effect such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

5.11 Referrals.

The parties acknowledge that none of the benefits granted to either party hereunder are conditioned on any requirement that either party make referrals or be in a position to make or influence referrals to, or otherwise generate business for, the other party. The parties further acknowledge that neither party is restricted from establishing staff privileges at, referring any service to, or otherwise generating any business for any other entity of the other party's choosing.

5.12 No Waiver of Immunities or Other Defenses.

Notwithstanding any other provision of this agreement, nothing herein shall constitute a waiver of any sovereign immunity, official immunity, or other immunity defenses available to DATABASE VIEWER under Missouri law by virtue of its status as a political subdivision in the State of Missouri.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]


IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this Agreement as of the date and year written below.

DATABASE VIEWER:

SSM:

Boonē County, Missouri, by and through its Joint Communications Department

**SSM Cardinal Glennon Children's Hospital d/b/a
SSM Health Cardinal Glennon Children's
Hospital**

By:	
Name:	Kip Kendrick
Title:	Presiding Commissioner
Address:	801 E Walnut Rm 333 Columbia, MO 65201
Email:	Kkendrick@boonecountymo.org
Date:	

DocuSigned by:

1CCEB2587E22421

By: _____
Name: Michelle Romano
Title: VP – Hospital Administrator/Chief Operating Officer
Address: 1465 S. Grand Blvd.
St. Louis, MO 63104
E-Mail: Michelle.Romano@ssmhealth.com

Date: 7/25/2024

Attest:


Brianna Lennon, County Clerk

EXHIBIT A

STARS SERVICES

1. The STARS database contains patient data and care plans (the patient data and the care plans collectively referred to as the "Care Plan") for patients who have consented to participate in the STARS program. While SSM prepares some of the Care Plans on its own behalf, many of the Care Plans are prepared by entities other than SSM such as EMS districts or non-SSM hospitals ("Data Owner" or "Data Owners" collectively) and SSM's role is to host the STARS database and house the Care Plans within the STARS database. Care Plans must be approved by the Data Owners' respective Medical Directors before they become active in the STARS database. Once the Care Plan is active, it can be viewed by everyone that has been given login credentials with access to that Care Plan, including but not limited to everyone that has been given login credentials that is associated with DATA VIEWER.
2. DATABASE VIEWER acknowledges and agrees that the Care Plan is owned by Data Owner and not by SSM.
3. DATABASE VIEWER shall not have any rights to enter, manipulate and edit, and store the Care Plan. As stated above, Data Owner is the owner of the Care Plan and it cannot become active until it is approved by the Data Owner's Medical Director.
4. DATABASE VIEWER shall advise each of its employees and contractors of all terms, conditions, duties and obligations under this Agreement, and shall take all steps necessary to ensure that its employees and contractors comply with the terms of this Agreement.
5. DATABASE VIEWER shall ensure that it only assigns login credentials to the STARS database to its employees and subcontractors. DATABASE VIEWER shall require that all login credentials, including passwords, will meet or exceed SSM's current security requirements. SSM's current standard is that logon credentials must meet the password complexity, which is minimum of 8 characters, and have at least 3 of capital letters, lower case letters, numbers, and/or special characters. Logon credentials must not be stored in readable form in batch files, automatic login scripts, software macros, terminal function keys, in computers without access control systems, or in other locations where unauthorized persons might discover them. Similarly, passwords must not be written down in some readily decipherable form and left in a place where unauthorized persons might discover them. In addition, SSM recommends that data be encrypted based on Advanced Encryption Standard (AES) technology. DATABASE VIEWER will ensure that encryption is used, where operationally viable, for confidential or protected data at rest throughout the STARS database operating environment. DATABASE VIEWER will require that if controls which assure the integrity of information fail, if such controls are suspected of failing, or if such controls are not available, SSM is notified of these facts each time they are presented with the involved information. DATABASE VIEWER is solely responsible for any use of the STARS Database (whether lawful or unlawful) by its employees and contractors, including, but not limited to, all damages, losses and liabilities caused by each employee or contractor. Any breach by an DATABASE VIEWER employee or contractor will be deemed to be a breach by DATABASE VIEWER. DATABASE VIEWER is solely responsible for the security and confidentiality of the account information, including user names and passwords, and will ensure that no third party uses the account via another user's login credentials.

6. DATABASE VIEWER acknowledges and agrees that it will immediately disable any login credentials for any employee or contractor that no longer works for, or is no longer associated with, DATABASE VIEWER.
7. DATABASE VIEWER represents and warrants to SSM that: (i) DATABASE VIEWER and its employees and contractors will comply with all terms and conditions of this Agreement; (ii) DATABASE VIEWER will promptly advise each employee and contractor of all terms, conditions, duties and obligations under this Agreement; and (iii) DATABASE VIEWER will take all steps necessary to ensure that its employees and contractors will comply with the terms of this Agreement and that it will only issue login credentials to its employees and contractors. DATABASE VIEWER further represents and warrants that its employees and contractors shall respect the confidentiality of all patients and the Care Plan and not use the Care Plan in a manner that is not specifically authorized by this Agreement.
8. DATABASE VIEWER shall ensure that all devices on which the STARS database may be accessed will have verifiable encryption and up-to-date, current, anti-virus software installed that meets or exceeds SSM's current security requirements. If the STARS database is accessed on a hand-held device, it must be an iOS device.
9. Only to the extent allowed under Missouri law, DATABASE VIEWER shall indemnify and hold SSM harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the breach of a Care Plan or the STARS database, or the use or misuse or other claim or action regarding the Care Plan or the STARS database by DATABASE VIEWER, its employees and contractors.
10. Only to the extent allowed under Missouri law, DATABASE VIEWER shall indemnify and hold SSM and relevant Data Owners harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging that SSM has any ownership rights or other liability regarding the Care Plans entered in the STARS database, whether resulting: (a) from SSM's hosting of the STARS database; (b) any and all injuries or damages sustained by reliance on the Care Plan whether or not the Care Plan was accurate and whether such injuries or damages were sustained by a patient or anyone else at all; or (c) any other reason at all that SSM is deemed the owner or is liable for the Care Plans.
11. SSM shall host the STARS database but shall have no ownership of the Care Plan nor any responsibility for the Care Plan, including but not limited to ensuring the accuracy of the Care Plan. **SSM EXPRESSLY DISCLAIMS WARRANTIES OR REPRESENTATIONS OF ANY AND EVERY TYPE CONCERNING HOSTING THE STARS DATABASE, THE CARE PLAN, ITS CONSTITUENT PARTS OR ANY OTHER PRODUCTS OR SERVICES OFFERED, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SSM SPECIFICALLY DISCLAIMS ANY LIABILITY FOR THE CONTENTS OF THE CLAIM. DATA OWNERS ARE THE OWNER OF THE CONTENT OF THE CARE PLAN IT ENTERS AND HAS FULL RESPONSIBILITY FOR THE ACCURACY OF THE CARE PLAN.**
12. SSM and other health care systems (if any are using the STARS database) shall have the right to access the Care Plan via the STARS database.

13. SSM, DATABASE VIEWER and other health care systems (if any are using the STARS database) shall have the right to print or otherwise insert a copy of the Care Plan into the patient's medical record.
14. SSM shall have the right to audit DATABASE VIEWER for purposes of determining DATABASE VIEWER'S compliance with this Agreement and of DATABASE VIEWER'S employees and contractors' compliance with this Agreement. In the event that such an audit reveals non-compliance with this Agreement, SSM shall have the right to ask DATABASE VIEWER to terminate its use of the STARS database or to terminate a specific employee or contractor's right to use the STARS database.
15. While DATA OWNERS own the Care Plans and data entered into the STARS database, SSM owns the user interface and all related software of the STARS database and the form and design of the app/website. DATABASE VIEWER shall not reproduce or copy the form of the STARS database nor appropriate it for its own use.
16. SSM is not responsible for interruption of access to the STARS database or the Care Plan but will use commercially reasonable efforts to restore access promptly. SSM does not guarantee access to the STARS database and specifically reserves the right to take down the STARS database for maintenance, security updates, or any other purpose. It is recommended that DATABASE VIEWER have a back-up system in place (paper records) in the event access to a Care Plan is needed and the STARS database is not operational. **SSM IS NOT LIABLE FOR ANY DAMAGES, REGARDLESS OF THE FORM OF ACTION. UNDER NO CIRCUMSTANCES SHALL SSM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND, OR FOR LOST PROFITS ARISING OUT OF YOUR USE OR INABILITY TO USE THE STARS DATABASE OR TO ACCESS THE CARE PLAN (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES).**

Christie Davis

From: CJ Dykhouse
Sent: Thursday, January 23, 2025 8:50 AM
To: Christie Davis
Subject: FW: SSM (STARS) MOU
Attachments: FINAL - Boone STARS - 7.25.24.pdf

Christie – good morning.

This looks good to me as to legal form. I think it is ready to route for county approvals/signatures. I'll stand by to assist. Thanks.

CJ

CJ Dykhouse
County Counselor
Boone County, Missouri
801 E. Walnut, Ste. 211
Columbia, Missouri 65201
573-886-4414

PRIVILEGED AND CONFIDENTIAL

This e-mail contains CONFIDENTIAL INFORMATION which may also be LEGALLY PRIVILEGED and which is intended only for the use of the individual or entity named above. If the reader of this e-mail is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby on notice that you are in possession of confidential and privileged information. Any dissemination, distribution or copying of this e-mail is strictly prohibited and may be unlawful.

From: Christie Davis <CDavis@boonecountymo.org>
Sent: Wednesday, January 22, 2025 4:32 PM
To: CJ Dykhouse <CDykhouse@boonecountymo.org>
Subject: SSM (STARS) MOU

Good afternoon, CJ.

I was told you've previously reviewed and approved the attached MOU for SSM (STARS project) several months ago. We are ready to move forward after Boone Health and MU Health Services have signed MOUs as well. I wanted to verify that you approve. I can send everything to Jodi for it to be placed on the agenda if you'd like. Please let me know how you would like me to proceed.

Thanks,

Christie



Christie Davis, ENP • Director
Boone County Joint Communications
2145 E County Drive, Columbia MO 65202
Phone: 573-554-1001 **Fax:** 573-554-7839

73 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of January Adjourned

Term 30

County of Boone

} ea.

In the County Commission of said county, on the 4th day of February 20 25

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 Cooperative Agreement between Boone County and Show Me State Games in support of the 2025 Show-Me State Games. Terms of the Agreement are stipulated in the attached Agreement and the Presiding Commissioner is hereby authorized to sign the same.

Done this 4th day of February 2025.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


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

1/24/25

**REQUEST
DATE**

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

3251

VENDOR NO.

Show Me State Games

VENDOR NAME

BID NUMBER

Ship to Department #

Bill to Department #

Department	Account	Item Description	Qty	Unit Price	Amount
1510	86687	Econ Development: Show Me			\$18,000.00
		State Games			

GRAND TOTAL: 18,000.00

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

Auditor Approval

COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered in this 4th day of February 2025, by and between Boone County, Missouri, a political subdivision of the State of Missouri, (herein County), and Curators of the University of Missouri, (herein University).

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

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

WHEREAS, the Show-Me Games 2025 will provide a large, economic impact Boone County; and

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

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

1. For the purposes of promoting the economic growth and development of Boone County, Missouri, as well as the health and physical fitness of Boone County citizens, the county hereby agrees to pay the University the sum of Eighteen Thousand Dollars (\$18,000.00) in support of the Show-Me Games 2025.
2. In consideration of payment of the aforesaid sum, the University agrees to hold the 2025 Show-Me State Games within Boone County, Missouri, and to promote Boone County, Missouri, in accordance with the University's guidelines for "major" sponsors.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their properly-authorized officials on the day and year first above written,

The Curators of the University of Missouri Boone County, Missouri

By: Casey E Forbis

By: Kip
Kip Kendrick, Presiding Commissioner

Printed Name: Casey E. Forbis, JD

Title: Business Services Consultant-Lead

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

Approved as to Legal Form:
C.J. Dykhouse
C.J. Dykhouse, Boone County Counselor

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

Kyle Rieman by KR 1510-86687
Kyle Rieman, Auditor 1-28-25
Date

REVIEWED
By Casey Forbis at 12:14 pm, Jan 22, 2025

REVIEWED
By R. Wilson at 12:38 pm, Jan 22, 2025

APPROVED AS TO LEGAL FORM (UM OGC)
By Mark Van Zandt - Office of General Counsel at 9:50 am, Jan 23, 2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of January Adjourned

Term 2020


In the County Commission of said county, on the 4th day of February 20 25

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 Cooperative Agreement between Boone County and the Central Missouri Humane Society. Terms of the Agreement are stipulated in the attached Agreement and the Presiding Commissioner is hereby authorized to sign the same.

Done this 4th day of February 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

01/27/25

RQST
DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

176

Central Missouri Humane Society

VNDR #

VENDOR NAME

BID #

Ship to Dept #:

Bill to Dept #: 1430

Dept	Account	Item Description	Qty	Unit Price	Amount
1430	86610	Animal Shelter and Related Services	1	\$20,000.00	\$20,000.00
					\$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:					<u>20,000.00</u>

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



Auditor Approval

AGREEMENT FOR ANIMAL SHELTER AND RELATED SERVICES

THIS AGREEMENT, dated the 4th day of February 2025, is made and entered into by and between **Boone County Missouri**, a first class non-charter county and political subdivision of the State of Missouri, by and through its County Commission, herein "**County**," and the **Central Missouri Humane Society**, a Missouri not for profit corporation, herein "**Humane Society**".

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

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

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

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

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the parties' mutual undertaking with respect to animal shelter services and related animal services that the Humane Society will provide County for the duration of this agreement.
2. **COUNTY AGREEMENTS.**
 - a. County will pay to the Humane Society the sum of Twenty Thousand Dollars (\$20,000.00) for calendar year 2025 in exchange for the services the Humane Society will provide as outlined herein.
3. **HUMANE SOCIETY AGREEMENTS.**
 - a. Humane Society agrees to provide the County with an Animal Shelter for the reception and humane care of impounded animals described in this agreement as well as provide space and care for proper observation of at least three (3) animals per month which are seized and impounded as suspected rabies carriers.
 - b. Humane Society agrees to accept all abandoned, neglected or abused animals seized by health officials, animal control officers or law enforcement officers which are seized and impounded pursuant to the provisions of applicable Boone County Code of Health Regulations or the provisions of RSMo Chapter 578. All such animals

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

- c. Humane Society agrees to assist County animal control officers and/or law enforcement officials in conducting animal abuse and neglect investigations within the unincorporated areas of Boone County, Missouri when requested.
 - d. Humane Society agrees to provide staff and/or volunteers to present educational programs to Boone County citizens as mutually deemed appropriate by the County and the Humane Society for purposes of teaching and promoting the humane care and maintenance of animals.
 - e. Humane Society agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this agreement.
4. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
 5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of County and Humane Society. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
 6. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
 7. **TERM.** This Agreement shall be in effect from January 1, 2025, through and including December 31, 2025.
 8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
 9. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
 10. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
 11. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.

12. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

BOONE COUNTY, MISSOURI

By:


Kip Kendrick, Presiding Commissioner

Date: 2/4/2025

CENTRAL MISSOURI HUMANE SOCIETY

By:

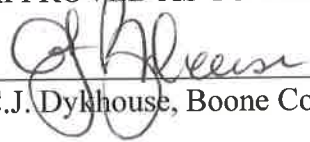

President, Board of Directors

Date: 1-17-25

ATTEST:


Brianna L. Lennon, County Clerk

APPROVED AS TO FORM:


C.J. Dykhouse, Boone County Counselor

Boone County Auditor Certification:

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

Kyle Rieman by NA 1430-86610 1-28-25
Kyle Rieman, County Auditor Date