

CERTIFIED COPY OF ORDER

469 -2003

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned


Term. 20 03

In the County Commission of said county, on the 6th day of October 20 03

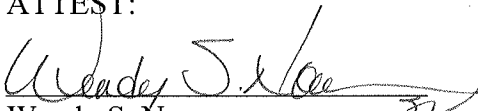
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Missouri Highways and Transportation Commission Facility Use Agreement for the Boone County Sheriff's Department Substation to be located at U. S. Highway 63 and Highway 124 in Northern Boone County.

Done this 6th day of October, 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

ABSENT
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CCO FORM:
Approved: 8/03 (BDG)
Revised:
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
FACILITY USE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the Boone County Commission (hereinafter, "County").

WITNESSETH:

WHEREAS, the Commission maintains a TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 13 WEST IN BOONE COUNTY MISSOURI BEING A PORTION OF THE TRACT DESCRIBED BY THE DEED RECORDED IN BOOK 1543 AT PAGE 436 OF THE BOONE COUNTY RECORDS (the intersection of Highway 124 East and Old Route 63 in Boone County, Missouri) (hereinafter, "Facility"); and

WHEREAS, the County has requested permission to house a mobile office trailer on a portion of the tract at the Facility; and

WHEREAS, the Commission is willing to allow the County to house the office trailer at Commission facilities.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, to be faithfully executed by the parties hereto, the parties agree as follows:

(1) PERMISSION TO HOUSE A MODULAR OFFICE UNIT: The Commission agrees to allow the County to house a modular office unit at the Commission's Facility.

(2) LOCATION: The County and the Commission shall meet to agree on a location at the Commission's facility to house the County's office trailer. The exact location for determination to house the office trailer shall be at the sole determination of the Commission.

(3) IMPROVEMENTS: Upon written approval from the Commission, the County will be required to erect improvements on the Commission's facility in fulfillment of Boone County and State regulations, in compliance to previous agreements made between the Commission and previous owner, and furtherance of this Agreement. The Commission may reject any proposed

improvement to the Commission's facility. All expenses associated with an approved improvement shall be borne entirely by the County. Upon the termination of this Agreement, all improvements made to the Commission's facilities shall become the property of the Commission.

(4) MAINTENANCE OF IMPROVEMENTS: The County is responsible for the maintenance of any approved and constructed improvement pursuant to paragraph (3). This maintenance shall include, but is not limited to, all regular maintenance needed to protect the public safety and shall include expenses related to utility service provided to any improvement. The County shall be responsible for injury resulting from improper maintenance of the County's equipment or any improvement made pursuant to this Agreement and the County shall hold the Commission harmless for the same. If the County fails to maintain any improvement made pursuant to this Agreement, the Commission may remove the improvement without reimbursement to the County. In addition, if the Commission removes any such improvement, the County will be responsible for the costs associated with the removal of the improvement.

(5) DAMAGE TO COMMISSION PROPERTY: The County shall be responsible for any and all damage to the Commission's property which results from the performance of this Agreement, maintenance of improvements, or from installation of subsequent improvements.

(6) ACCESS: The County shall have access to the Commission's facility twenty-four (24) hours a day, seven days a week.

(7) CLOSED FACILITY: The parties agree that the Commission's facility is a closed facility and is enclosed by a fence. The County will hold harmless the Commission for any act of vandalism to or theft of the County's equipment while it is housed at the Commission's facility.

(8) DURATION OF THE AGREEMENT: This Agreement will be of an continuing duration until terminated by either party.

(9) INDEMNIFICATION: The County shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the County on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the County's performance under this Agreement, the County assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The County also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the

supervision of the County for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission. In addition, the County agrees to hold harmless the Commission from personal injury and bodily injury, including death, to County's employees and agrees to hold the Commission harmless for damage to the County's equipment at the Commission's facility.

(10) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the County and the Commission.

(11) COMMISSION REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) CANCELLATION: Either party to this Agreement may terminate this Agreement at any time with or without cause and for any reason whatsoever, by providing the other party with sixty (60) days advance written notification to the other party.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this 6 day of OCTOBER, 2003

Executed by the Commission this _____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

BOONE COUNTY COMMISSION

Title

Keith Schwane
Title: Presiding Commissioner

ATTEST:

Secretary to the Commission

[Signature]
Title: Commissioner

Title: Commissioner

Approved as to Form:

ATTEST:

Title

Wendy J. Now
Title: COUNTY CLERK

Approved as to Form:

[Signature]
Title: County Council

CERTIFICATION:

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

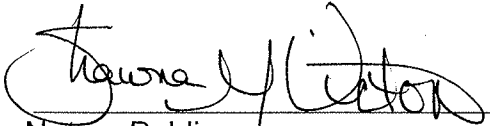
No Encumbrance Required 10/6/03
Auditor Date

ACKNOWLEDGMENT BY COUNTY

STATE OF Missouri)
)
COUNTY OF Boone) ss

On this 6th day of October, 2003, before me appeared Keith Schnarre personally known to me, who being by me duly sworn, did say that he/she is the Commissioner of the County of Boone and that the foregoing instrument was signed and sealed on behalf of the County of Boone and that he/she acknowledged said instrument to be the free act and deed of the County of Boone and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.



Notary Public Shawna M. Victor

SHAWNA M. VICTOR
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires October 14, 2005

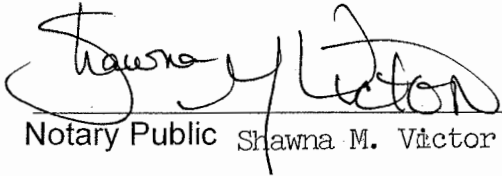
My Commission Expires: 14 October 2005

ACKNOWLEDGMENT BY COUNTY

STATE OF Missouri)
)
COUNTY OF Boone) ss

On this 6th day of October, 2003, before me appeared Skip Elkin personally known to me, who being by me duly sworn, did say that he/she is the Commissioner of the County of Boone and that the foregoing instrument was signed and sealed on behalf of the County of Boone and that he/she acknowledged said instrument to be the free act and deed of the County of Boone and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.


Notary Public Shawna M. Victor

SHAWNA M. VICTOR
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires October 14, 2005

My Commission Expires: 14 October 2005

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned Term. 20 03

In the County Commission of said county, on the 6th day of October 2003


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

Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Monday, October 6, 2003 immediately following the regularly scheduled Commission Meeting at 9:30 a.m. The meeting will be held in the Commission Chambers of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys and 610.021(2) RSMo to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore.

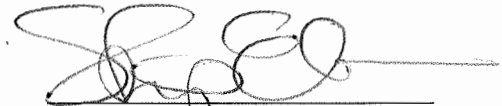
Done this 6th day of October 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

ABSENT
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner