

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 08

In the County Commission of said county, on the 26th day of February 20 08

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


Now on this day the County Commission of the County of Boone does hereby approve the revenue sharing contracts with the following entities:

- City of Ashland: \$67,500
- City of Centralia: \$80,000
- Centralia Special Road District: \$80,000
- City of Columbia: \$300,000
- City of Hallsville: \$65,000
- City of Harrisburg: \$34,218
- City of Hartsburg: \$3,000
- City of Huntsdale: \$9,300
- City of McBaine: \$14,000
- City of Rocheport: \$34,965
- City of Sturgeon: \$26,099
- City of Pierpont: \$2,500

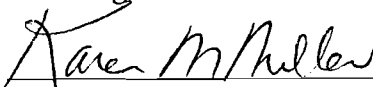
It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

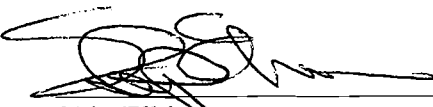
Done this 26th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent
Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 26th day of February, 2008 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 City of Columbia a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

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

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

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

1. The County hereby agrees to pay the City the sum of Three hundred thousand dollars (\$300,000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

Commission Order #324-2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

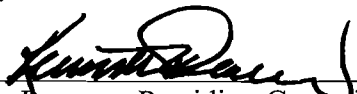
2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

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

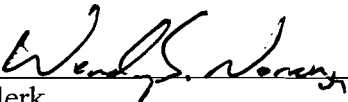
By:



Ken Pearson, Presiding Commissioner
Boone County Commission

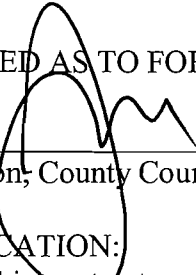
Date: February 26, 2008

ATTEST:



County Clerk

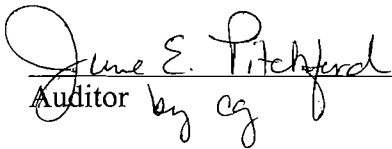
APPROVED AS TO FORM:



John Patton, County Counselor

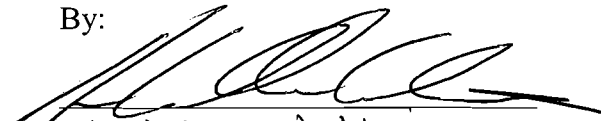
CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.


Auditor by *cg*

City of Columbia

By:



H. William Watkins
City Manager

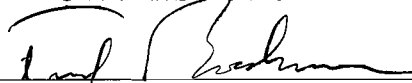
Date: April 8, 2008

ATTEST:



City Clerk, Sheila Amin

APPROVED AS TO FORM:



City Attorney, Fred Boeckmann

Date: 2/20/08

2049-71450

019860
FILED IN CLARK'S OFFICE

Introduced by Hindman

First Reading 3-17-08

Second Reading 4-7-08

Ordinance No. 019860

Council Bill No. B 72-08

AN ORDINANCE

authorizing a cooperative agreement with Boone County relating to 2008 revenue sharing funds for the Clark Lane improvement project; appropriating funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a cooperative agreement with Boone County relating to 2008 revenue sharing funds for the Clark Lane improvement project. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The sum of \$300,000.00 is hereby appropriated from the County Revenues Account No. 440-0000-463.10-00, C00236 to the Clark Lane Project Account No. 440-8800-528.49-90, C00236.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this 7th day of April, 2008.

ATTEST:

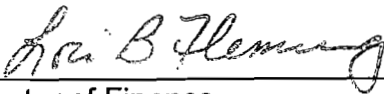
[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

CERTIFICATION: I certify there are sufficient funds available in the County Revenues Account No. 440-0000-463.10-00, C00236 to cover the above appropriation.



Director of Finance *1/23/08*

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 26th day of February, 2008 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 City of Ashland a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

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

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

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

1. The County hereby agrees to pay the City the sum of Sixty seven thousand five hundred dollars (\$67,500) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

Commission Order #324-2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.


2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

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:



Ken Pearson, Presiding Commissioner
Boone County Commission

Date: _____

ATTEST:



County Clerk

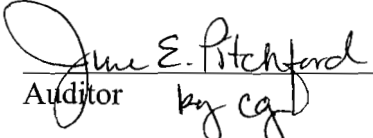
APPROVED AS TO FORM:



John Patton, County Counselor

CERTIFICATION:

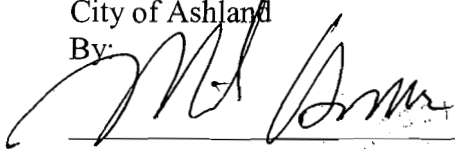
I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.



Auditor *by cgl*

City of Ashland

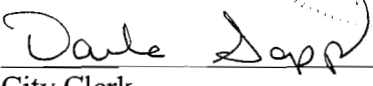
By:



Mayor, City of Ashland

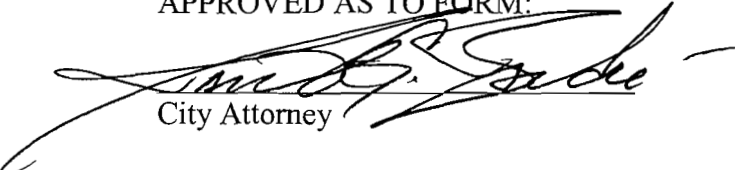
Date: 4-01-08

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Date: 2/20/08

2049-71450

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 26th day of February, 2008 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 City of Harrisburg a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

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

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

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

1. The County hereby agrees to pay the City the sum of Thirty four thousand two hundred eighteen dollars (\$34,218) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

Commission Order #324-2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

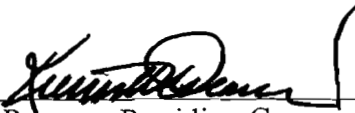
2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

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

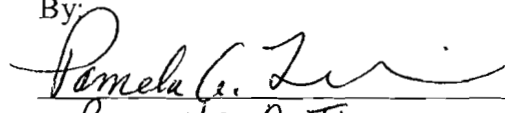
By:



Ken Pearson, Presiding Commissioner
Boone County Commission

City of Harrisburg

By:

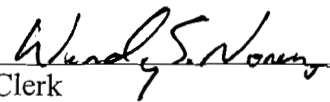


PAMELA A. TIMMERMANN
Mayor, City of Harrisburg

Date: _____

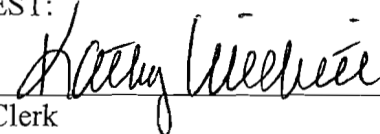
Date: 3-18-08

ATTEST:



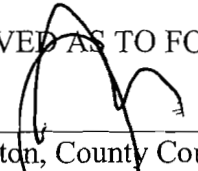
County Clerk

ATTEST:



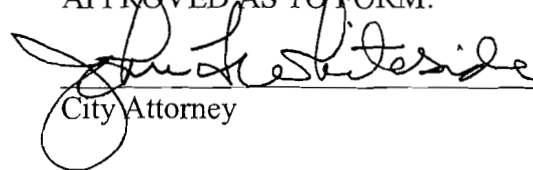
City Clerk

APPROVED AS TO FORM:



John Patton, County Counselor

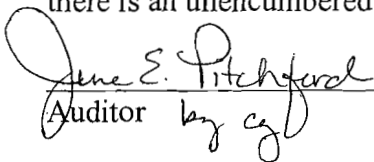
APPROVED AS TO FORM:



City Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefor.



Auditor by *cyd*

Date: 2/20/08

2049-71450

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 26th day of February, 2008 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 Centralia Special Road District a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

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

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

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

1. The County hereby agrees to pay the City the sum of Eighty thousand dollars (\$80,000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

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:



Ken Pearson, Presiding Commissioner
Boone County Commission
District

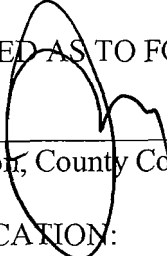
Date: _____

ATTEST:



County Clerk

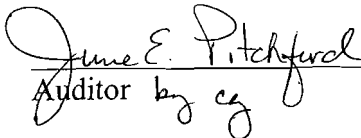
APPROVED AS TO FORM:



John Patton, County Counselor

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefor.


Auditor by *cy*


Centralia Special Road District

By:

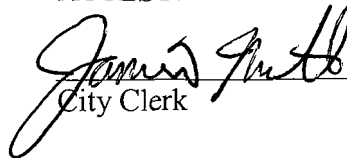


Mayor, Centralia Special Road

3-3-08

Date: 

ATTEST:



City Clerk

APPROVED AS TO FORM:

City Attorney

Date: 2/20/08

2049 - 71450

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 26th day of February, 2008 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 City of Hallsville a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

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

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

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

1. The County hereby agrees to pay the City the sum of Sixty Five thousand dollars (\$65,000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
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 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
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 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

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:



Ken Pearson, Presiding Commissioner
Boone County Commission

City of Hallsville

By:



Mayor, City of Hallsville

Date: _____

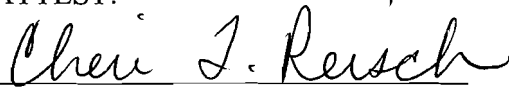
Date: March 10, 2008

ATTEST:




County Clerk

ATTEST:



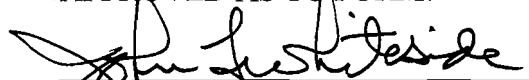
City Clerk

APPROVED AS TO FORM:



John Patton, County Counselor

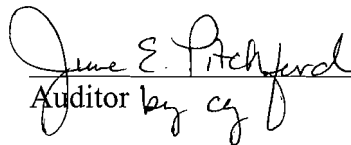
APPROVED AS TO FORM:



City Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.



Auditor by cy

Date: 2/20/08
2049-71450

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 26th day of February, 2008 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 City of McBaine a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

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

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

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

1. The County hereby agrees to pay the City the sum of Fourteen thousand dollars (\$14,000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

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.

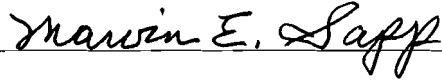
BOONE COUNTY MISSOURI

By:


Ken Pearson, Presiding Commissioner
Boone County Commission

City of McBaine

By:


Mayor, City of McBaine

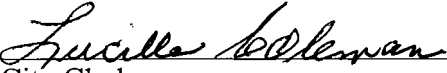
Date: _____

Date: 3/5/08

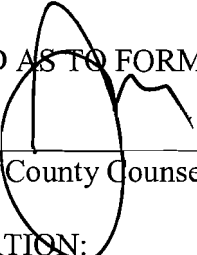
ATTEST:


County Clerk

ATTEST:


City Clerk

APPROVED AS TO FORM:

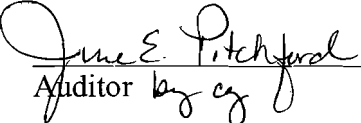

John Patton, County Counselor

APPROVED AS TO FORM:

City Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.


Auditor by c/j

Date: 2/20/08
2049-71450

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 26th day of February, 2008 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 City of Pierpont a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

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

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

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

1. The County hereby agrees to pay the City the sum of Two thousand five hundred dollars (\$2,500) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

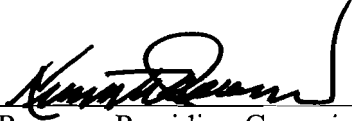
2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

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

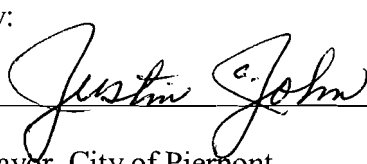
By:



Ken Pearson, Presiding Commissioner
Boone County Commission

City of Pierpont

By:




Mayor, City of Pierpont

Date: _____

Date: 3-4-08

ATTEST:



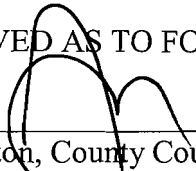
County Clerk

ATTEST:



City Clerk

APPROVED AS TO FORM:



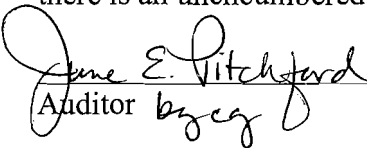
John Patton, County Counselor


APPROVED AS TO FORM:

City Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.



Auditor by 

Date: 2/20/08

2049-71450

MAR 21 2008

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 26th day of February, 2008 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 City of Centralia a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

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

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

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

1. The County hereby agrees to pay the City the sum of Eighty thousand dollars (\$80,000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.


2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

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:



Ken Pearson, Presiding Commissioner
Boone County Commission

City of Centralia

By:



Pr dem
Mayor, City of Centralia

Date: _____

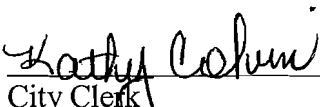
Date: 3-18-08

ATTEST:




County Clerk

ATTEST:



City Clerk

APPROVED AS TO FORM:



John Patton, County Counselor

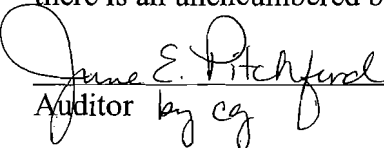
APPROVED AS TO FORM:



City Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.



Auditor by cgy

Date: 2/20/08
2049-71450

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 26th day of February, 2008 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 City of Hartsburg a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

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

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

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

1. The County hereby agrees to pay the City the sum of Three thousand dollars (\$3,000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

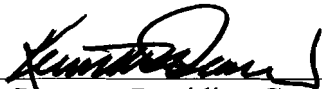
2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

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

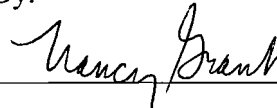
By:



Ken Pearson, Presiding Commissioner
Boone County Commission

City of Hartsburg

By:



Mayor, City of Hartsburg

Date: _____

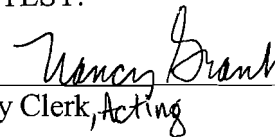
Date: 3-25-08

ATTEST:



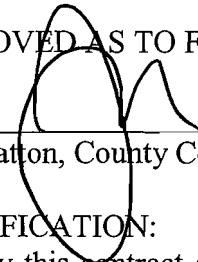
County Clerk

ATTEST:



City Clerk, Acting

APPROVED AS TO FORM:



John Patton, County Counselor

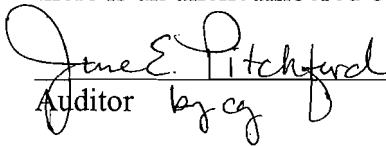
APPROVED AS TO FORM:



City Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.



Auditor by cy D

Date: 2/20/08

2049-71450

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 26th day of February, 2008 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 City of Rocheport a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

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

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

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

1. The County hereby agrees to pay the City the sum of Thirty four thousand nine hundred sixty five dollars (\$34,965) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

Commission Order #324-2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

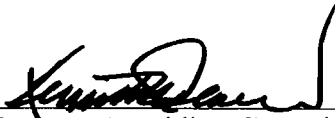
2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

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

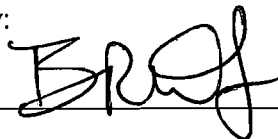
By:



Ken Pearson, Presiding Commissioner
Boone County Commission

City of Rocheport

By:

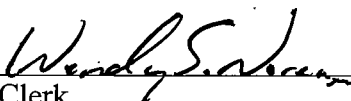


Mayor, City of Rocheport

Date: _____

Date: 3/17/08

ATTEST:



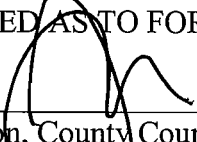
County Clerk

ATTEST:



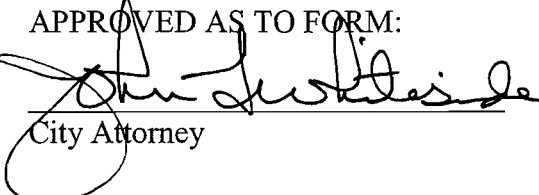
City Clerk

APPROVED AS TO FORM:



John Patton, County Counselor

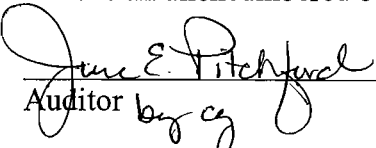
APPROVED AS TO FORM:



City Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.



Auditor by cy

Date: 2/20/08
2049-71450

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 26th day of February, 2008 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 City of Ashland a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

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

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

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

1. The County hereby agrees to pay the City the sum of Sixty seven thousand five hundred dollars (\$67,500) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

Commission Order #324-2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

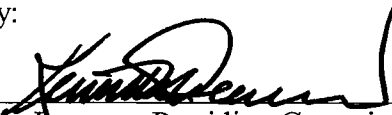
2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

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:



Ken Pearson, Presiding Commissioner
Boone County Commission


Date: _____

ATTEST:



County Clerk

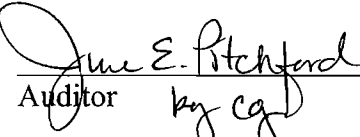
APPROVED AS TO FORM:



John Patton, County Counselor

CERTIFICATION:

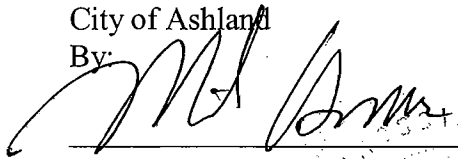
I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.



Auditor *by cgd*

City of Ashland

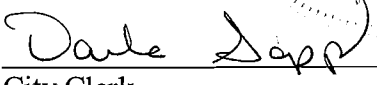
By:



Mayor, City of Ashland

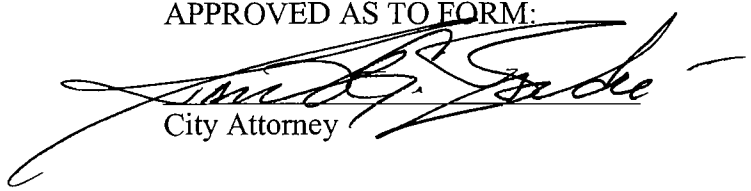
Date: 4-01-08

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Date: 2/20/08
2049-71450

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 08

In the County Commission of said county, on the 26th day of February 20 08

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


Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation contract for Tandem Axle Trucks and Spreaders with International Truck and Engine Corporation of Fenton, MO, and approves the request for disposal of the following:

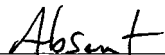
- 2001 Henderson Material Spreader 10', fixed asset tag #13172
- 2002 International 4400 Single Axle Dump Truck, fixed asset tag #13162

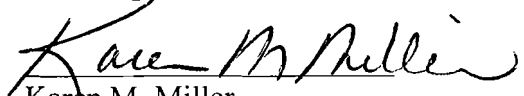
It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement and disposal forms.

Done this 26th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned Term. 20 08

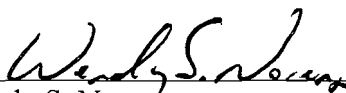
In the County Commission of said county, on the 26th day of February 20 08

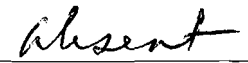
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the Physical Fitness Training Agreement with Key Largo Fitness, Inc. It is further ordered the Presiding Commission is hereby authorized to sign said agreement.

Done this 26th day of February, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

PHYSICAL FITNESS TRAINING AGREEMENT

This agreement dated this 8th day of February, 2008, is made by and between Boone County Missouri, a political subdivision of the State of Missouri through its County Commission and the Sheriff of Boone County, Missouri, referred to in this agreement as "Sheriff" and collectively as "County," and Key Largo Fitness, Inc. d/b/a Key Largo Fitness and Tanning, referred to in this agreement as "Contractor."

In consideration of the performance of each party of their obligations under this agreement, the parties agree as follows:

- 1) **Purpose** – This agreement is made for the purpose of providing physical fitness training and conditioning to members of the Boone County Sheriff's Department as a prerequisite for such members participation in defensive tactics training offered by the Boone County Sheriff's Department in order to prevent physical injury and improve performance in connection with defensive tactics training.
- 2) **Contractor Services** – Contractor services shall be provided in the form of individual or group sessions as determined by the Sheriff or the Sheriff's designated representative; the term Sheriff when used in this agreement shall also mean the Sheriff's authorized representative. Sessions shall be at least one hour in duration and conducted three times per week for a time period of 4 to 6 weeks as mutually agreed upon by Contractor and the Sheriff. Sessions shall generally include the following components: a) beginning and ending physical assessments to provide evidence of tangible physical improvements made by each participant; b) muscular endurance and strength training to aid in supporting joints that receive impact and risk of injury in defensive tactics training; c) cardiovascular endurance training for overall conditioning; d) flexibility training to aid in movements used in defensive tactics training and to minimize risk of injury; and, d) nutritional counseling to those participants desiring assistance in this area to improve overall health and job performance. The dates of sessions, the length of sessions and the mixture of components for each session shall be determined by the Contractor with the consent of the Sheriff. Sessions shall be conducted at Contractor facilities and Contractor agrees to provide all necessary equipment and training literature and materials as necessary to meet program requirements. All training sessions shall be conducted by Melanie Karrick and Robert Rolley unless otherwise authorized by the Sheriff. Contractor agrees to create and maintain documentation concerning each training session which shall include at minimum names of participants, dates and times of sessions and such other information reasonably required by the Sheriff to document Sheriff's department members participation and progress in the Contractor's services.
- 3) **Contractor Compensation** – County shall compensate Contractor on the basis of training sessions conducted and number of participants for each session. Contractor shall be compensated for each session attended by one department member at a rate of \$50.00 per session; 2-5 department members at a rate of \$75.00 per session; and 6-10 department members at a rate of \$100.00 per session. Contractor shall submit


invoices once per month to County through the Sheriff which accurately document amounts billed in accordance with the terms and conditions of this agreement. County agrees to pay all invoices within 30 days of receipt. In the event of billing dispute, the County reserves the right to withhold payment on disputed amounts; in the event of billing dispute is resolved in favor of the Contractor, the County agrees to pay interest of 9% per annum on disputed amounts withheld commencing from the last day that payment was due.

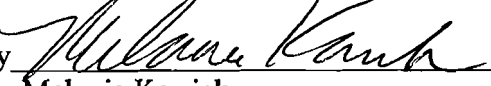
- 4) **Termination** – This agreement maybe terminated by either party without cause upon 14 calendar days advance written notice. This agreement maybe terminated by County immediately for cause upon written notice to Contractor; termination for cause may include County’s determination that Contractor has materially breached any term or condition of this agreement or has been chronically deficient in delivery of services such that in the County’s opinion it is unreasonable to continue services, or appropriations are not made available and budgeted for calendar year for County to fulfill its obligation under this agreement.

- 5) **Entire Agreement** – This agreement constitutes the entire agreement between the parties that supersedes any prior negotiations, either written or verbal, or any prior contractual agreement. This agreement may only be amended by signed writing executed the same formality of this agreement. This agreement shall be binding upon the parties and their successors and assigns for so long as this agreement remains in full force and effect.

In witness whereof the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

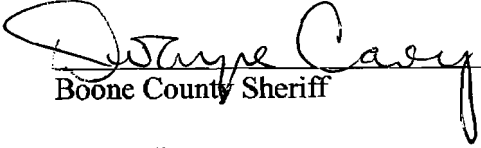
Key Largo Fitness, Inc.
d/b/a Key Largo Fitness and Tanning

By 
Ron Karrick


By 
Melanie Karrick

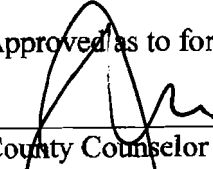
Boone County, Missouri
By Boone County Commission


Presiding Commissioner

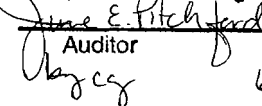

Boone County Sheriff

ATTEST:


County Clerk

Approved as to form

County Counselor

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

 2/20/08
Auditor Date
6036-71101

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned Term. 20 08

In the County Commission of said county, on the 26th day of February 20 08


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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Fairground Maintenance Fund:

Department	Account	Department Name	Account Name	Decrease	Increase
2120	86850	Fairground Maint Fund	Contingency	\$103,995.00	
2120	71100	Fairground Maint Fund	Outside Services		\$103,995.00

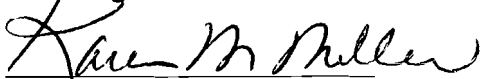
Done this 26th day of February, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

absent

 Kenneth M. Pearson
 Presiding Commissioner



 Karen M. Miller
 District I Commissioner



 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 08


In the County Commission of said county, on the 26th day of February 20 08

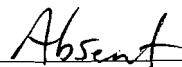
the following, among other proceedings, were had, viz:

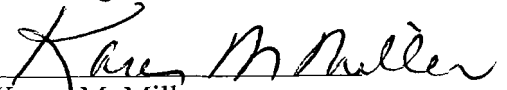
Now on this day the County Commission of the County of Boone does hereby approve the use of the Commission Chambers on March 4, 2008, from 7:00 p.m. to 9:00 p.m. by Zeta Phi Beta Sorority, Inc.

Done this 26th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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Ken Pearson, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: Community Forum about domestic violence issues

Date(s) of Use: March 4, 2008 (Tuesday)

Time of Use: From: 7:00 a.m./p.m. thru 9:00 a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm220 - Rm208 - Rm139
Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Zeta Phi Beta Sorority, Inc.

Organization Representative/Title: Heather Anthony - Organization President

Address/Phone Number: 1037 Cooper Dr N Columbia, MO 65201 (816) 216-4368

Date of Application: 2/19/2008

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Jones
County Clerk

Karen M. Miller
County Commissioner

DATE: 2/26/08