

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

12th

day of

March

20

15

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

Now on this day the County Commission of the County of Boone does hereby authorize Commissioner Karen M. Miller to approve change orders valued up to \$7,500 per change order in connection with the Boone County Emergency Communications Center building project.

Done this 12th day of March, 2015.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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In the County Commission of said county, on the 12th day of March 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the Cooperative Agreement between Boone County and the Central Missouri Humane Society for Animal Shelter and Related Services at a cost of \$10,260.

The terms of the Agreement are stipulated in the attached Cooperative Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement.

Done this 12th day of March, 2015.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

AGREEMENT FOR ANIMAL SHELTER AND RELATED SERVICES

THIS AGREEMENT, dated the 12th day of March, 2015, is made and entered into by and between **Boone County Missouri**, a first class non-charter county and political subdivision of the State of Missouri, by and through its County Commission, herein "**County**," and the **Central Missouri Humane Society**, a Missouri not for profit corporation, herein "**Humane Society**".

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

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

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

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

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the parties' mutual undertaking with respect to animal shelter services and related animal services that the Humane Society will provide County for the duration of this agreement.
2. **COUNTY AGREEMENTS.**
 - a. County will pay to the Humane Society the sum of Ten Thousand Two Hundred and Sixty Dollars (\$10,260.00) for calendar year 2015 in exchange for the services the Humane Society will provide as outlined herein.
3. **HUMANE SOCIETY AGREEMENTS.**
 - a. Humane Society agrees to provide the County with an Animal Shelter for the reception and humane care of impounded animals described in this agreement as well as provide space and care for proper observation of at least three (3) animals per month which are seized and impounded as suspected rabies carriers.
 - b. Humane Society agrees to accept all abandoned, neglected or abused animals seized by health officials, animal control officers or law enforcement officers which are seized and impounded pursuant to the provisions of applicable Boone County Code of Health Regulations or the provisions of RSMo Chapter 578. All such animals

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

- c. Humane Society agrees to assist County animal control officers and/or law enforcement officials in conducting animal abuse and neglect investigations within the unincorporated areas of Boone County, Missouri when requested.
 - d. Humane Society agrees to provide staff and/or volunteers to present educational programs to Boone County citizens as mutually deemed appropriate by the County and the Humane Society for purposes of teaching and promoting the humane care and maintenance of animals.
 - e. Humane Society agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this agreement.
4. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
 5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of County and Humane Society. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
 6. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
 7. **TERM.** This Agreement shall be in effect from January 1, 2015, through and including December 31, 2015.
 8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
 9. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
 10. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.

115-2015

11. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.

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

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

BOONE COUNTY, MISSOURI

CENTRAL MISSOURI HUMANE SOCIETY

By:

By:



Presiding Commissioner

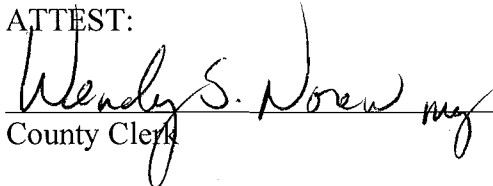


President, Board of Directors

Date: 3-12-15

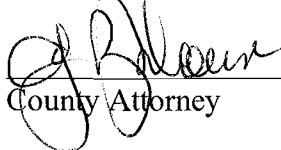
Date: 2/8/15

ATTEST:



County Clerk

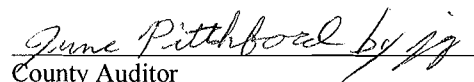
APPROVED AS TO FORM:



County Attorney

Boone County Auditor Certification:

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



County Auditor Date 03/05/2015
Acct # 1430-86610

Please return purchase req with back up to Auditor's Office.

3/2/15

REQUEST DATE

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

176

VENDOR NO.

Central MO Humane Society

VENDOR NAME

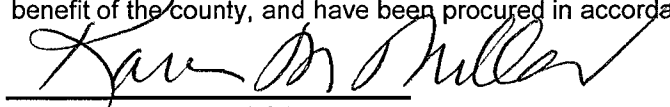
BID NUMBER

Ship to Department # 1430

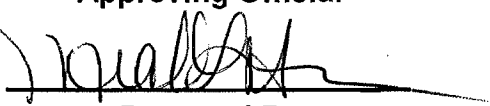
Bill to Department # 1430

Department	Account	Item Description	Qty	Unit Price	Amount
1430	86610	Animal Shelter and Related Services	1	10260.00	\$10,260.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
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					\$0.00
GRAND TOTAL:					<u>10,260.00</u>

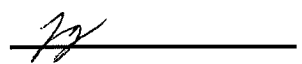
I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.



Approving Official



Prepared By



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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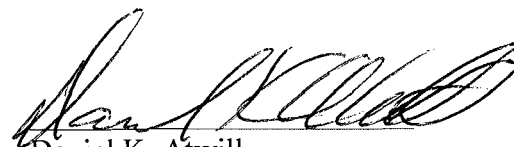
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Solid Waste Advocacy Group for March 15, 2015 from 3:00 p.m. to 5:30 p.m.

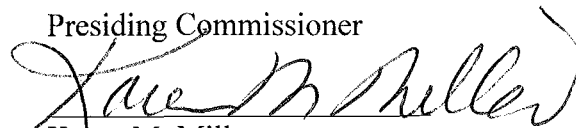
Done this 12th day of March, 2015.

ATTEST:

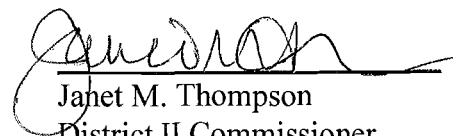
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



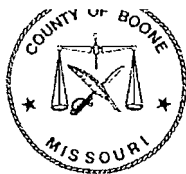
Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: SOLID Waste Advocacy Group

Address: 803 ALTON AVE

City: Columbia State: MO ZIP Code 65201

Phone: 573-864-3171 Website: _____

Individual Requesting Use: RICHARD SHANKER Position in Organization: PRESIDENT

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: SOLID Waste Advocacy Group meeting

Description of Use (ex. Speaker, meeting, reception): meeting

Date(s) of Use: SUNDAY 3/15/15

Start Time of Setup: 3:00 AM/PM Start Time of Event: 3:30 AM/PM

End Time of Event: 5:00 AM/PM End Time of Cleanup: 5:30 AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with 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 of rooms as specified in this application.

Organization Representative/Title: RICHARD SHANKER/PRES. (~~KIM PARICER, MEMBER~~)

Phone Number: 573 864-3171 Date of Application: 3/10/15

Email Address: RichardShanker1@aol.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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:
Wendy S. Nowak
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 3-12-15