

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

27th

day of August

20 15

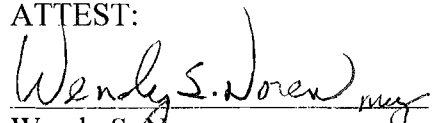
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby accept the bid from Landmark Bank for depository services and does hereby authorize the County Treasurer, County Collector, County Clerk and County Counselor to proceed with signing the necessary paperwork to set up depository accounts and services with Landmark Bank. This authorization is pending final approval of the master agreement for depository services and shall bind the County only to the extent and under the terms of the Request for Proposal for Depository Services submitted by Landmark Bank and accepted by the County Commission on Thursday, the 27<sup>th</sup> day of August,

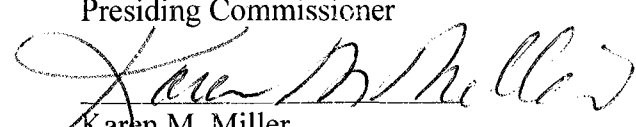
The agreement shall be contingent upon successful placement of collateral as outlined in the Terms and Conditions. The collateral terms have been clarified by Landmark Bank to limit the number of FHLB Letters of Credit to one during each Collector's tax season (November 15 to March 31) to cover the increased collateral requirements required under the Terms and Conditions.

Done this 27<sup>th</sup> day of August, 2015.

ATTEST:

  
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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 27th day of August 20 15

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the 2015 Tax Sale Surplus Report presented by the Boone County Collector in the amount of \$443,179.27. It is further acknowledged said funds shall be turned over to the Boone County Treasurer.

Done this 27th day of August, 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

# OFFICE OF THE BOONE COUNTY COLLECTOR

## BRIAN MCCOLLUM, COLLECTOR OF REVENUE

801 E. WALNUT, ROOM 118 COLUMBIA, MO 65201-4890  
 PHONE: 573-886-4285 FAX: 573-886-4294 WWW.SHOWMEBOONE.COM/COLLECTOR



### 2015 BOONE COUNTY LAND SALE SURPLUS

Brian McCollum, Collector of Revenue, Boone County, Missouri, declares the sum of \$443,179.27 (Four hundred forty-three thousand, one hundred seventy-nine dollars and twenty-seven cents) to be the surplus amount from the sale held August 24, 2015, for the purpose of satisfying taxes, special assessments, interest and costs on lots and lands having more than one year delinquency on real estate taxes and special assessments. Said sum shall be turned over to the Boone County Treasurer to be held for benefit of school fund unless claimed by owner prior to three years from date of sale. \$140.230, RSMo

Owner: Jackson Robert, Freye Mary L, Reeves Cassie, Jackson Reuben, Kelley Alice, Graves Robert L Jr Parcel: 03-209-00-01-039.00 Purchaser: Eleazar U Gonzalez Bid Amount - \$337.93 - Not Paid SALE VOIDED	Sec 04 T51 R12 S Hicks St Lts 2 & 3 B3 & part of vacated McDowell St In Orig Town of Sturgeon as rec Book/Page 497/560	Sold Taxes & Costs <b>Surplus</b>	\$ \$ \$	- 337.93 -
Owner: Ragan Shane Parcel: 06-200-09-00-010.01 Purchaser: Eleazar U Gonzalez Bid Amount - \$760.00- Not Paid SALE VOIDED	Sec 09 T50 R13 15055 N Oak Grove School Calculated 1.8 Acres Tract in the SW¼ Sec 9 T50N R13W desc as: Beg at the SW cor of NE¼ SW¼ said Sec 9 as shown by Sur Book/Page 4430-22; thence with the S line of said Sur, S86°00'40"E, 795.90' to a point in the center of Oak Grove School Rd; thence running SWly along the center of said Rd to a point on the ¼¼ Sec line; thence N along said ¼¼ to POB as rec WD Book/Page 2084/345	Sold Taxes & Costs <b>Surplus</b>	\$ \$ \$	- 758.08 -
Owner: Eaves Carl Jason & Angela Hamlin-Eaves Parcel: 06-400-20-00-003.06 Purchaser: Mary F Perkins	Sec 20 T50 R13 N Hwy YY Calculated 0.8 Acres Tract in N½ of Sec 20 T50N R13W being part of tract desc by WD Book/Page 1588/672 & desc as: Beg at SW cor of L2 Thousand Oaks SD as rec Plat Book/Page 39/54; thence along the S line of said L2, S46°03'55"E, 131.61'; thence S76°12'10"E, 193.27'; thence S65°52'20"E, 58.16' to a point on the N line of Tract 1 of Sur rec Book/Page 1767-473; thence along said N line, N85°01'15"W, 277.63' to NE cor of Tract 2 of said Sur; thence along said N line, N84°52'45"W, 416.23' to point on S line of L1 of said Thousand Oaks SD; thence along said S line, N82°16'45"E, 137.63'; thence N69°36'55"E, 233.84' to POB & containing 35,365 sq ' m/1	Sold Taxes & Costs <b>Surplus</b>	\$ \$ \$	579.18 579.18 -
Owner: Ing Yanarith & Nguyet Thi Ly Parcel: 11-908-25-01-007.00 Purchaser: Karanbir Sandhu	Sec 25 T49 R13 5060 N Burning Bush Rd L44 Shalimar Gardens B1 as shown in Plat Book/Page 11/126	Sold Taxes & Costs <b>Surplus</b>	\$ \$ \$	2,850.00 2,729.13 120.87
Owner: R & L Investment Holdings LLC Parcel: 12-415-20-02-005.00 Purchaser: Offered - No Bid	Sec 20 T49 R12 2505 E Oakbrook Dr A+B L9 Morris SD #2 as shown by Sur Book/Page 388-740	Sold Taxes & Costs Special Assmt <b>Surplus</b>	\$ \$ \$ \$	- 563.50 1,781.49 -
Owner: R & L Investment Holdings LLC Parcel: 12-415-20-02-018.00 Purchaser: Johnathan Mark Stevenson	Sec 20 T49 R12 2510 E Oakbrook Dr A+B L22 Morris SD #2 as shown by Sur Book/Page 388-740	Sold Taxes & Costs Special Assmt <b>Surplus</b>	\$ \$ \$ \$	2,253.36 563.50 1,689.86 -
Owner: Vandeventer William Parcel: 12-715-00-03-129.00 Purchaser: Karanbir Sandhu	Sec 32 T49 R12 3500 Woodland Dr L1 Blk 2 Blue Ridge (formerly North Ridge) SD as shown in Plat Book/Page 7/18	Sold Taxes & Costs <b>Surplus</b>	\$ \$ \$	10,500.00 2,374.89 8,125.11
Owner: Berg Joan Parcel: 16-311-00-02-059.00 Purchaser: Constance Niederhelman	Sec 01 T48 R13 105 W Texas Ave L8 B6 Parkade Hills SD #2 as shown in Plat Book/Page 05/45	Sold Taxes & Costs <b>Surplus</b>	\$ \$ \$	27,000.00 3,122.83 23,877.17
Owner: Braman Kevin F Parcel: 16-311-00-02-074.00 Purchaser: Constance Niederhelman	Sec 01 T48 R13 400 W Texas Ave L3 B2 Parkade Hills SD #1 as shown in Plat Book/Page 5/29	Sold Taxes & Costs <b>Surplus</b>	\$ \$ \$	34,000.00 2,963.17 31,036.83

Owner: Paige Evelyn L & Dennis E	Sec 11 T48 R13	Sold	\$	1,737.95
Parcel: 16-314-00-02-035.00	513 W Sexton Rd	Taxes & Costs	\$	1,737.95
Purchaser: Johnathan Mark Stevenson	L4 Mikels SD of Lts 83, 84, 85, 88, & W½ Lts 86 & 87 of Garths Addn to City of Columbia as shown in Plat Book/Page 2/9	Surplus	\$	-
Owner: Jackman Wendell Irvin	Sec 11 T48 R13	Sold	\$	2,659.81
Parcel: 16-314-00-07-042.00	311 W Worley St	Taxes & Costs	\$	2,659.81
Purchaser: Johnathan Mark Stevenson	L18 Bank's SD in City of Columbia as shown in Plat Book/Page 02/14	Surplus	\$	-
Owner: Rains Georgia A Estate	Sec 12 T48 R13	Sold	\$	1,299.89
Parcel: 16-315-00-01-093.00	6 Fourth Ave	Taxes & Costs	\$	1,299.89
Purchaser: Daniel Hilton II	L11 Guitar's SD & Park Addn to City of Columbia as shown in Plat Book/Page 01/16	Surplus	\$	-
Owner: Lynch Bruce A	Sec 12 T48 R13	Sold	\$	1,000.00
Parcel: 16-315-00-01-122.00	204 Third Ave	Taxes & Costs	\$	903.85
Purchaser: Johnathan Mark Stevenson	W 24' of L37 & E 24' of L38 of Guitar's SD & Park Addn to City of Columbia as rec Plat Book/Page 1/16	Surplus	\$	96.15
Owner: Bell Charles E Conservator	Sec 12 T48 R13	Sold	\$	1,098.86
Charles D Bell Estate	112 Benton St	Taxes & Costs	\$	1,098.86
Parcel: 16-315-00-03-030.00	E 75' L22, except the E 12½', & E 75' of N 30' L3, except E 12½', all in John A Stewart's Addn to City of Columbia as shown in Plat Book/Page 1/10	Surplus	\$	-
Purchaser: Eleazar U Gonzalez				
Owner: Davis Ruth Irene	Sec 12 T48 R13	Sold	\$	976.65
Parcel: 16-319-00-07-011.00	9 Pendleton St	Taxes & Costs	\$	976.65
Purchaser: Johnathan Mark Stevenson	L18 Aker Place Addn to City of Columbia as shown in Plat Book/Page 3/11	Surplus	\$	-
Owner: West Estil L Jr	Sec 05 T48 R12	Sold	\$	10,000.00
Parcel: 17-107-00-01-021.00	2508 South Dr	Taxes & Costs	\$	3,027.58
Purchaser: Karanbir Sandhu	L21 Oakland Park SD as shown in Plat Book/Page 5/21	Surplus	\$	6,972.42
Owner: Garay-Contreras Jose Luis	Sec 05 T48 R12	Sold	\$	5,000.00
Parcel: 17-107-00-02-058.00	2503 Willowbrook Ct	Taxes & Costs	\$	3,113.04
Purchaser: Johnathan Mark Stevenson	L52 Nelwood SD as shown in Plat Book/Page 6/51	Surplus	\$	1,886.96
Owner: Bradford Mabel Sailes & Mabel E Trustees	Sec 30 T48 R12	Sold	\$	260,000.00
Parcel: 17-701-00-00-020.00	2801 Rock Quarry Rd	Taxes & Costs	\$	747.29
Purchaser: David M Wilson	Deeded 25.0 Acres Tract in N part of NW¼ of Sec 30 T48N R12W being Tract E as shown by Sur #7525 & desc as: Beg at a point in County Rd S88° 45'W, 4.5 chains & S01° 27'W, 2.32 chains from the 6th cor of Sur #3133, first S01° 26'E, 6.36 chains, thence S88° 45'W, 38.16 chains to the Range line, thence N along the Range line 6.36 chains, thence N88° 45'E, 38.0 chains to POB as rec Book/Page 990/175 (Shown in Assessor's file as "Tr E Sur 7525 Pt N ½ NW")	Surplus	\$	259,252.71
Owner: Wilshire Bruce W & Donna	Sec 08 T47 R13	Sold	\$	25,000.00
Parcel: 20-100-08-01-003.00	S Mt Celestial Rd	Taxes & Costs	\$	643.68
Purchaser: Michael D Tompkins	Deeded 2.5 Acres L3 Harpers Pointe SD as shown in Plat Book/Page 22/28	Surplus	\$	24,356.32
Owner: Wilshire Bruce W & Donna	Sec 08 T47 R13	Sold	\$	26,000.00
Parcel: 20-100-08-01-004.00	S Mt Celestial Rd	Taxes & Costs	\$	643.41
Purchaser: Michael D Tompkins	Deeded 2.6 Acres L4 Harpers Pointe SD as shown in Plat Book/Page 22/28	Surplus	\$	25,356.59
Owner: Jackman Helen Margaret	Sec 09 T47 R13	Sold	\$	65,000.00
Parcel: 20-200-09-00-004.00	6551 S Sinclair Rd	Taxes & Costs	\$	2,901.86
Purchaser: Karanbir Sandhu	Deeded 0.45 Acres Tract in NE¼ Sec 9 T47N R13W desc as: Beg at iron marking SW cor of Sur Book/Page 396-213 go S05° 13'W, 100.0'; thence S81° 22'E, 202.4' to point on old roadbed; thence N 100.0' along said roadbed; thence N79° 57'W, 198.0' to POB as shown by Sur Book/Page 400-318	Surplus	\$	62,098.14

In witness whereof I have hereunto set my hand and seal, this 26<sup>th</sup> day of August 2015



Brian McCollum  
Brian McCollum  
Collector of Revenue, Boone County, Missouri

Subscribed and sworn to before me this 27<sup>th</sup> day of August 2015

Wendy S. Noren  
Wendy S. Noren  
County Clerk of Boone County, Missouri

We, the County Commission of Boone County, Missouri, certify that we have examined the above and foregoing statement of the surplus from sale of delinquent lands held the 24th day of August, 2015, and approve same.

Signed the 27<sup>th</sup> day of August 2015.

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner, Boone County, Missouri

Karen M. Miller  
Karen M. Miller  
District I Commissioner, Boone County, Missouri

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner, Boone County, Missouri

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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August Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

27th

day of August

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 attached agreement between the Boone County Commission and the Boone County Public Administrator regarding Emergency Dental Services.

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


Done this 27th day of August, 2015.

ATTEST:

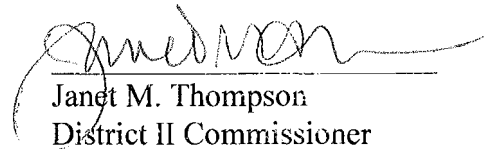
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**AGREEMENT  
FOR  
EMERGENCY DENTAL SERVICES FOR PUBLIC ADMINISTRATOR CLIENTS**

THIS AGREEMENT dated the 27<sup>th</sup> day of August 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and the **Boone County Public Administrator**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Agreement for Emergency Dental Services for Public Administrator Clients and the Boone County Community Health/Medical Fund Emergency Fund Request Application submitted by Cathy D. Richards, Public Administrator on April 20, 2015, which is incorporated herein by reference. In the event of conflict between the foregoing documents, this Purchase Agreement shall prevail and control over the incorporated document.

**2. Contract Duration** - This agreement shall commence upon final execution and extend through December 31, 2015, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the County for one additional 90-day period upon the same terms and conditions.

**3. Purchase** - The County agrees to purchase dental services obtained by the Contractor to meet the emergency dental needs of Contractor's clients up to a total amount of \$5,000.00. The following additional terms and conditions shall apply:

- a. All services obtained will be for Boone County Public Administrator Clients.
- b. Contractor will make all reasonable efforts to obtain the most cost-efficient dental services to meet the emergency dental needs of Contractor's clients.
- c. For each client Contractor obtains emergency dental services, Contractor shall provide the treatment plan indicating the need for the services and the invoice for such services.
- d. Contractor will obtain all needed information from the dental service providers from whom services are obtained to establish the providers as vendors for Boone County.

**4. Payment** - After receipt of all documentation from Contractor necessary to process a payment request, including an appropriate treatment plan and dental provider invoice, the County will pay dental service provider directly for the services obtained by Contractor to meet the emergency dental needs of Contractor's clients.

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

**6. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

**7. Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission services obtained or services delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. At County's convenience upon ten (10) days written notice, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

**BOONE COUNTY  
PUBLIC ADMINISTRATOR**

**BOONE COUNTY, MISSOURI  
Boone County Commission**

By:

*Cathy D. Richards, Public Administrator*  
Cathy Richards, Public Administrator

By:

*Daniel K. Atwill*  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

*Wendy S. Noren*  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

<i>June Pitchford by jg</i>	<i>08/21/15</i>	2130/71106/\$5,000.00
Signature	Date	Appropriation Account



383-2015

BOONE COUNTY COMMUNITY HEALTH/MEDICAL FUND  
EMERGENCY FUND REQUEST APPLICATION

Organization Name: Boone County Public Administrator  
Organization Address: 705 E Walnut, Columbia, MO  
Organization Phone Number: 573-886-4190  
Primary Contact: Catry D Richards, Public Administrator  
Primary Contact Phone Number and Email Address: 573-886-4190  
Amount Requested: \$5,000  
Federal Tax ID Number:  
Signature: Catry D Richards Date: 4/20/15

1. AGENCY AND SERVICE INFORMATION

- A. Provide a brief description of your organization including your organization's history of addressing Boone County's community health needs.
- B. Describe the service(s) for which you are requesting emergency funds.

2. EMERGENCY SITUATION

- A. Describe the emergency situation.
- B. Describe why this situation must be addressed immediately, including why it cannot be addressed during a regular funding cycle and why the need was not anticipated.
- C. How many individuals are or will be affected by this emergency situation?
- D. If approved, how will the emergency funds assist your organization to mitigate an adverse impact on Boone County's health and well-being?
- E. Describe what other ways your organization is attempting to secure or has secured funds to address the emergency situation.

3. EXPENSES

- A. Provide financial data regarding the cost of the service(s) to be provided with the emergency funds, if approved.
- B. If applicable, attach any estimates, quotes or bids received to address the emergency situation.

4. EMERGENCY FUND RECIPIENT REQUIREMENTS

- A. State whether your organization meets the minimum eligibility requirements as stated in the Notice of Funding Availability for Emergency Fund Requests.
- B. Attach Organization and Program Budget worksheets.

**A: Brief Description of your organization including your organization's history of addressing Boone County's Community Health Needs:** The Public Administrator is an elected position and is charged with receiving mandated clients assigned by the Circuit Court of Boone County. Health needs were once addressed through Medicaid coverage and a client's own personal money or family money. This is no longer true for clients in the age range of 18-65 (very little is being offered from family). Clients still work if they can to save money to receive help, but Medicaid cannot help at all regarding dental.

**B: Services for Emergency Funding:** Dental needs.

**Emergency Situation:**

**A: Describe emergency Situation.** I have several clients that need dental help and have needed help for some time. I.e., broken fillings, exposed nerves, periodontal disease and root canals. This is without a dentist's viewing. You can see the damage to the client's teeth just by viewing yourself. In addition, there are also several clients **who are in need of dentures.**

**B: Describe why this situation must be addressed immediately:** Because they are in pain and have been in pain for a very long time. It is ridiculous that they have been dropped by Medicaid and left without help to receive treatment.

**C: How many people affected by emergency situation?** I am guessing 10. I would only help those in need right now.

**D: How will this assist your organization to mitigate an adverse impact?** It will provide care to the clients who depend on Boone County for physical and mental health. It will help the clients be able to have some quality of life that many of us take for granted. My mentally ill clients are already suffering with the mental illness. It is wrong to have dental pain on top of what they are going through.

**E: Attempting to secure funds:** I have tried obtaining money from private organizations and organizations that provide help to the poor. Only \$1100 was given (one year ago).

I have tried getting clients hooked up with the County and City Health Department. This still involves an emergency tooth problem (immediate need) and my clients have chronic teeth concerns. Many of mine cannot afford the co-payment and many of the teeth problems are at peak at different places in their lives. They have lived with pain for so long their medications for psychiatric needs tends to mask their pain at different times during the day and night confusing them whether the dental problem is the problem or the psychiatric diagnosis is the reason for the intensity. Only an initial examination could supply those answers properly.

I have tried through Volunteer Action Center and other organizations to get funding for the mandated clients and no avail. Midwest Special Needs Trust was another organization I have applied to several times for help.

I have tried the Shriners.

383-2015

I have also tried the Boone County Commission.

I also developed a Mental Health Advisory Board to help bring ideas in which to obtain funding for the clients under my charge.

**Expenses:**

**A: Financial Data:** Because I have to have an initial treatment plan by each dentist to look at & a pre-treatment plan from each dentist in order to gain an accurate accounting, a firm amount cannot be given to you at this time. I can say that the initial cleaning and examination runs differently in each county. Cost could be as much as \$50 to \$125 for x-rays and cleanings. Pre-treatment plans run from \$200 to \$5,000 depending upon degree of problems with the client's teeth & gums.

**B: If Applicable:** Because emergency costs differ in each town and with each dentist I cannot give that accurate estimate you wish. I will be glad to give reports to the Boone County Community Health/Medical Fund after money is obtained for initial treatments for my clients. Initial treatments include dental cleaning and exams with x-rays & runs around \$50 to \$125 per client. It all depends on the county where the dentist resides for the clients living there. Co-pays are even a hardship for many of my clients who have no family, no income and no means of outside help.

**A: State organization minimum eligibility requirements:** Yes, I believe it does.

**B: Attach Organization and Program Budget Worksheets:** I can do this after I get an initial examination from each client and I can't do that without money for them to see the Dentist. I will be able to provide pre-dental plans and costs after the initial visit.

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STATE OF MISSOURI

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August Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

27th

day of August

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

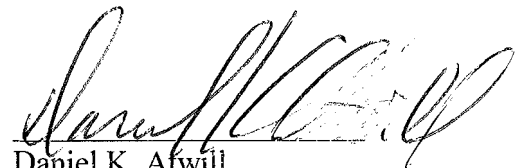
Now on this day the County Commission of the County of Boone does hereby approve the attached Memorandum of Understanding between the Boone County Commission and the 13<sup>th</sup> Judicial Circuit to use Boone County Law Library funds for technological upgrades in the Ground Floor Courtroom.

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

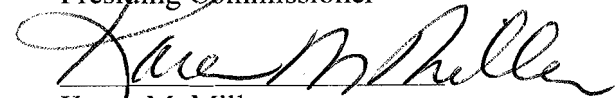
Done this 27th day of August, 2015.

ATTEST:

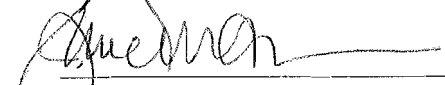
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
13<sup>TH</sup> JUDICIAL CIRCUIT  
AND  
BOONE COUNTY COMMISSION**

THIS AGREEMENT is entered into this 27<sup>th</sup> day of August, 2015, between the 13<sup>th</sup> Judicial Circuit, (hereinafter, "13<sup>th</sup> Circuit"), and the Boone County Commission, Missouri (hereinafter "Boone County"), for the purposes set out hereunder:

WHEREAS, the 13<sup>th</sup> Circuit and Boone County are committed to working together to maintain the Boone County Courthouse and continue advancing technology used in the courtrooms; and

WHEREAS, the 13<sup>th</sup> Circuit maintains the Boone County Law Library Fund pursuant to RSMo §488.429; and

WHEREAS, the 13<sup>th</sup> Circuit requires updated video conferencing equipment in the Ground Floor Courtroom; and

WHEREAS, consistent with the County Budget Law (RSMo §§50.525-50.745), the Boone County Law Library shall be utilized to provide funding to Boone County general fund for updating and maintaining the video conferencing equipment in the Ground Floor Courtroom in accordance with Missouri law.

NOW, in consideration of the mutual undertakings and agreements, the parties agree as follows:

**13<sup>TH</sup> CIRCUIT:**

1. The 13<sup>th</sup> Circuit agrees that it will use Boone County Law Library funds to pay for the immediate replacement and ongoing maintenance of a new video conferencing equipment system for the Boone County Courthouse's Ground Floor Courtroom.
2. The 13<sup>th</sup> Circuit will
  - a. Utilize the Boone County Purchasing Department to put out the appropriate Request for Proposals,
  - b. Make the appropriate budget amendment through the proper county budget procedures, and
  - c. Provide the proper funding to Boone County to pay for the removal of the old equipment and installation of the new equipment, and
  - d. Provide the proper funding for the ongoing maintenance of the new equipment installed pursuant to this MOU as part of the annual budget process.
3. In subsequent years, the 13<sup>th</sup> Circuit will budget funds out of the Law Library fund for maintenance and any updates needed for the new video conferencing equipment installed pursuant to this MOU for the remaining useful life of the system installed pursuant to this MOU. The intent is for the Court to pay vendor(s) directly for maintenance and updates from the Law Library fund.

**BOONE COUNTY:**

4. Boone County will work with the 13<sup>th</sup> Circuit to amend the County Budget according to law.


5. Boone County Purchasing Office will assist the 13<sup>th</sup> Circuit with the RFP process to contract for the new equipment.
6. Boone County will accept a check in the Treasurer's Office from the Boone County Law Library Fund in an amount sufficient to fund this project.
7. Boone County will refund any excess funds paid to the Boone County Treasurer to fund this project remaining at the completion of the project back to the 13<sup>th</sup> Circuit for deposit back into the Law Library Fund.

**GENERAL TERMS:**

8. This agreement is due to the emergency circumstance of needing to replace the Ground Floor Courtroom video conferencing equipment and funds not having been budgeted for this purpose in 2015.
9. This agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.
10. This agreement shall be entered into under the laws of the State of Missouri and the rights and obligations of the parties hereunder shall be governed according to the laws of said state.
11. No modification, amendment, renewal, extension or other alteration of this agreement shall be effective unless mutually agreed upon in writing by the parties and incorporated herein as an official amendment to this agreement.
12. No party can assign this agreement to any person, corporation, partnership or other entity without express written approval of the other parties and incorporation herein as an official amendment to this agreement.
13. The expenditure of funds contemplated herein shall be done in accordance with all applicable federal, state, and local laws, rules, and regulations.
14. Each of the persons signing this Memorandum of Understanding represent that he/she has been duly authorized and empowered, by order, ordinance, or otherwise, to execute this document and that all necessary action on behalf of said party to effectuate said authorization has been taken and is done.
15. Any financial obligations imposed on the 13<sup>th</sup> Circuit and/or Boone County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. Boone County's obligations hereunder shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County.
16. The parties agree to fully cooperate with each other in good faith to give full force and effect to the terms and intent of this Memorandum of Understanding.

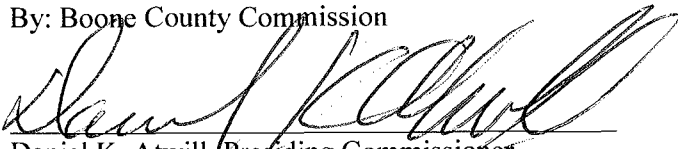
SO AGREED.

13<sup>th</sup> Judicial Circuit

By:   
Honorable Christine Carpenter, Presiding Judge

Boone County, Missouri

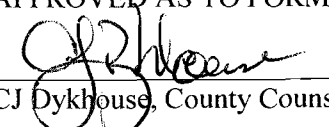
By: Boone County Commission

  
Daniel K. Atwill, Presiding Commissioner

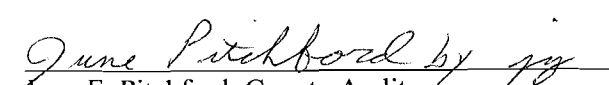
ATTEST:

  
Wendy S. Noren, County Clerk

APPROVED AS TO FORM:

  
CJ Dykhouse, County Counselor

ACKNOWLEDGED FOR BUDGET PURPOSES:

  
June E. Pitchford, County Auditor