

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 15

In the County Commission of said county, on the

26th

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 the Boone County Sheriff's Department and the Cooper County Sheriff's Department whereas Boone County will provide K-9 basic training through its certified K-9 training staff.

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 26th 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

## **COOPERATIVE AGREEMENT FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 9th day of March, 2015, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Department (BCSD), and Cooper County Sheriff's Department (Agency):

**WHEREAS**, BCSD can provide K-9 basic training through its certified K-9 training staff; and

**WHEREAS**, BCSD can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

**WHEREAS**, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSD's K-9 basic training program; and

**WHEREAS**, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSD agrees to provide Agency's K-9 handler and canine basic training by and through BCSD's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to marijuana, cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSD's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Three Thousand Six Hundred Dollars (\$3,600.00) for the training contemplated herein, calculated at a rate of \$90.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$1,800.00, upon execution of this contract and the remaining one-half, or \$1,800.00, after twenty (20) sessions have been completed.

5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 9th day of March, 2015, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).
  
6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
  
7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
  
8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
  
9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: Cooper Co. Sheriff

By: [Signature]

Printed Name: JERRY WILCOX

Dated: 3/12/2015

ATTEST: [Signature]

BOONE COUNTY, MISSOURI

By: [Signature]

Daniel K. Atwill, Presiding Commissioner

Dated: 3/26/15

ATTEST: [Signature]  
 Wendy S. Noren, County Clerk

APPROVED – BCSD: [Signature]  
 Dwayne Carey, Sheriff

APPROVED AS TO FORM: [Signature]  
 C.J. Dykhouse, Boone County Counselor

Exhibit "A"

**INFORMED CONSENT WAIVER AND RELEASE**

ASSUMPTION OF RISKS: I acknowledge that participation in the training [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

Jordan [Signature] 3/12/15

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March Session of the January Adjourned

Term. 20<sup>15</sup>

County of Boone

26th

day of

March

20 15

In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone, pursuant to Chapter 139 RSMo, does hereby authorize the Boone County Collector, Brian McCollum, for the 2009 tax bill year, to strike from the delinquent tax rolls, property tax balances on real estate and personal property as follows:

State	\$	594.18
County	\$	4,605.28
School Districts	\$	93,704.13
Cities	\$	6,648.90
Fire Districts	\$	2,635.63
Library Districts	\$	8,081.36
Surtax	\$	2,449.42
Common Road	\$	922.57
Centralia Common Road	\$	17.60
Total	\$	<u>119,659.07</u>

These 2009 real estate and personal property taxes are stricken for the following reasons:

- After due diligence, the collector cannot locate the owners; or
- Bankruptcy or probate proceedings have intervened making the balances due uncollectible; or,
- The real estate property was not subject to taxation after being acquired by a tax exempt owner after January 1 of the taxable year.

The above total of \$119,659.07 breaks out as follows:

- Personal property \$ 81,116.08
- Bankruptcy and/or probate \$ 5,503.81
- Tax exempt acquisitions \$ 33,039.18

The following tax amounts represent 2008 and prior tax bills that were previously stricken from the delinquent tax rolls in Boone County. The tax amounts were added back to the delinquent tax rolls, and collected and distributed to the taxing entities during the period of March 1, 2014 through February 28, 2015.

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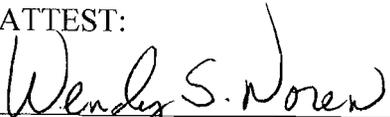
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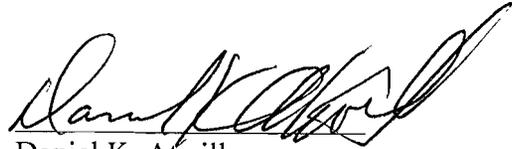
the following, among other proceedings, were had, viz:

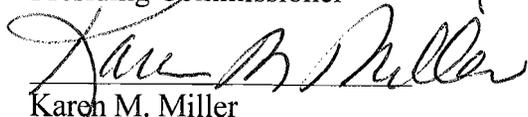
State	\$	16.39
County	\$	130.01
School Districts	\$	2,580.48
Cities	\$	162.04
Fire Districts	\$	170.57
Library Districts	\$	220.71
Common Road	\$	25.87
Centralia Common Road	\$	.58
Total	\$	<u>3,306.65</u>

Done this 26th day of March, 2015.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
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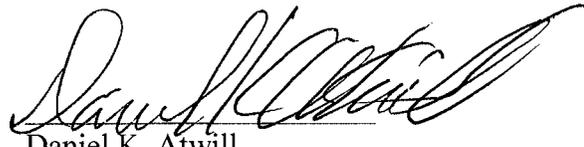
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, March 31, 2015, at 1:00 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys and RSMo 610.021(13), to discuss individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

Done this 26th of March, 2015.

ATTEST:

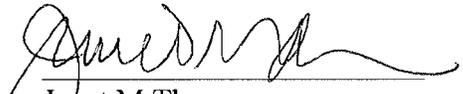
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