

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

9th

day of March

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the Road & Bridge request to utilize the MODOT cooperative contract 60520CO0159 – Dump Trucks to purchase two (2) 2022 Freightliner 114SD Dump Trucks from Columbia Freightliner Sales of Columbia, Missouri and the request to dispose of the following surplus by sale:
2012 Tandem Axle Dump Truck Fixed Asset Tag 17851.

Cost of the purchase is \$356,810.00 and will be paid from departments 2040 – RB Road Maintenance and 2048 – Road & Bridge Insurance Activity, account 92400 – Replacement Autos/Trucks.

This is a replacement purchase and the 2021 budgeted amount was \$168,000.00. Estimated sale value is \$25,000.00.

Done this 9th day of March 2021.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: March 10, 2021
RE: Cooperative Contract: MODOT Contract 60520CO0159 – Dump Trucks

Road & Bridge requests permission to utilize the MODOT cooperative contract 60520CO0159 – *Dump Trucks* to purchase two (2) 2022 Freightliner 114SD Dump Trucks from Columbia Freightliner Sales of Columbia, Missouri.

Cost of the purchase is \$356,810.00 and will be paid from departments 2040 – RB Road Maintenance and 2048 – Road & Bridge Insurance Activity, account 92400 – Replacement Autos/Trucks.

This is a replacement purchase and the 2021 budgeted amount was \$168,000.00. Estimated sale value is \$25,000.00.

A second truck is needed as replacement of a totaled truck. The cost will be paid from insurance and any remainder from department 2040- R&B Road Maintenance and account 86800 – Emergency.

The Purchasing department requests permission to dispose of the following surplus by sale:

2012 Tandem Axle Dump Truck
Fixed asset tag 17851

The following vehicle has been totaled:

2012 Freightliner 114SD Dump Truck
Fixed asset tag 17894

cc: Greg Edington, RB
Contract File

**PURCHASE AGREEMENT
FOR
(2) 2022 Freightliner 114SD Dump Truck**

THIS AGREEMENT dated the 9th day of March 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Kansas City Freightliner Sales, Inc. dba Columbia Freightliner Sales** herein "Vendor."

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 Purchase Agreement for two (2) 2022 Freightliner 114SD Plow Truck in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **60520CO0159**, Quote Dated January 21, 2021 by Columbia Freightliner Sales from Mike Talleur, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract **60520CO0159** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. Purchase - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **two (2)** of the following:

		<u>Unit Cost</u>
2022 Freighliner 114SD	2	\$100,138.00
<u>Boone County Specs:</u>		
EW4 5YR/200,000 Mile Engine Warranty		
Allison Transmission Warranty		
Towing 5YR/Unlimited Mile Warranty	2	\$ 8,729.00
Henderson MFG Dump Body and Components	2	\$ 69,538.00
SUB TOTAL	2	\$178,405.00
GRAND TOTAL		\$356,810.00

3. Delivery - Vendor agrees to deliver vehicle as set forth in the bid documents and within 120 days after receipt of order. Vehicle should be delivered to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Road South, Columbia, MO 65201. Phone: (573) 449-8515.

4. Title - Title in the name of: Boone County Road & Bridge. Address: 5551 Tom Bass Rd., Columbia, MO 65201.

5. Billing and Payment - All billing shall be invoiced to the Boone County Road & Bridge Department, 5551 Tom Bass Rd., Columbia, MO 65201 and billings may only include the prices listed in the vendor's quote response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. 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.

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 if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. 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.

COLUMBIA FREIGHTLINER SALES

DocuSigned by:
 By Mike Tallur
 95A3C84C3DAD404...
 Title SALESMAN

BOONE COUNTY, MISSOURI

By: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
 Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
 County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon
 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 this contract do not create a measurable county obligation at this time.)

DocuSigned by:
[Signature]
 Signature

3/1/2021

Date

2040/2048 - 92400 - \$356,810.00

Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
17. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
18. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

RETAIL ORDER FOR A MOTOR VEHICLE

January 21, 2021

Columbia Freightliner Sales

DEALER'S NAME

1660 Jade Rd

STREET ADDRESS

Columbia Mo. 65201

CITY STATE ZIP

Mike Talleur

SALES PERSON'S NAME

BOONE COUNTY RD AND BRIDGE

5551 S TOM BASS RD

COLUMBIA MO 65201

CITY STATE ZIP

573-4498515

RESIDENT PHONE BUSINESS PHONE

Enter my order for: ("X" the following)		New	Used	Demo	Car	Truck	Trailer
		X					X
Model	Body Type	Color	Trim	Stock No.	Serial No.		
114SD	DC	RAD.FIRE RED		TBD	TBD		

DESCRIPTION OF UNIT(S)	PRICING	
2022 FREIGHTLINER 114SD PLOW TRUCK MO DOT BASE TRUCK SOLICITATION # IFB605C019001978	\$100,138.00	<i>Make of Used Vehicle:</i> <i>Year:</i> <i>Body Type:</i> <i>Model:</i> <i>Serial Number:</i>
BOONE COUNTY SPEC ILO ADD	\$8,729.00	<i>Balance Owed To:</i> <i>Used Vehicle Allowance:</i> LESS BALANCE OWED <i>Net Allow. on Used Vehicle:</i> <i>Deposit or Credit Balance:</i> <i>Cash With Order:</i>
INCLUDES EW4 5YR/200,000 MILE ENGINE WARRANTY ALLISON TRANSMISSION WARRANTY TOWING 5YR/UNLIMITED MILE WARRANTY		Total Down Payment:
HENDERSON MFG DUMP BODY AND COMPONENTS	\$69,538.00	DESCRIPTION OF UNIT(S) - continued
		MODOT SOLICITATION # IFB605C019001978
TOTAL	\$178,405.00	
Taxes		
Total Cash Delivered Price Each	\$178,405.00	
Total Down Payment - (Transferred from right column)	\$0.00	
Number of Units	1	
Unpaid Cash Balance Due on Delivery	\$178,405.00	

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS—NOT EXPRESSLY WARRANTED OR GUARANTEED".

Purchaser by his execution of this Order certifies that he is of legal age or older and acknowledges that he has read its terms and conditions and has received a true copy of this Order.

Purchase Order Number: _____

Purchaser's Signature Date

Approved by: _____
Dealer or Authorized Representative

Year	2021	Original Appropriation	150,000.00
Dept	2040 R&B ROAD MAINTENANCE	Revisions	
Acct	86800 EMERGENCY	Original + Revisions	150,000.00
Fund	204 ROAD & BRIDGE FUND	Expenditures	
		Encumbrances	
Class/Account	A ACCOUNT	Actual To Date	
Account Type	E EXPENSE	Remaining Balance	150,000.00
Normal Balance	D DEBIT	Shadow Balance	150,000.00

Expenditures by Period

January	_____	July	_____
February	_____	August	_____
March	_____	September	_____
April	_____	October	_____
May	_____	November	_____
June	_____	December	_____

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 02/23/2021

Fixed Asset Tag Number: 17894

RECEIVED

Description of Asset: 2012 Freightliner 114SD Dump Truck

FEB 23 2021

BOONE COUNTY
AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: Insurance totaled

Other Information (Serial number, etc.): VIN: 1FVHG3DV1CHBL5944, Miles: 259,892

Condition of Asset: Very Poor - truck was burned in a fire.

Reason for Disposition: No longer operational

Location of Asset and Desired Date for Removal to Storage: ASAP - by insurance company

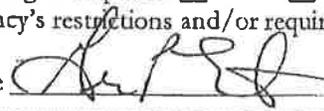
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature



To be Completed by: AUDITOR

Original Acquisition Date 2-29-12

G/L Account for Proceeds 2048-3946 #2

Original Acquisition Amount \$141,332.00

Original Funding Source 2741

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

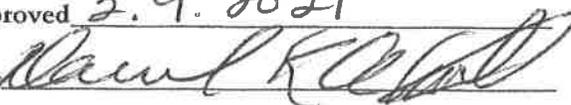
Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 87-2021

Date Approved 3.9.2021

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 01/05/2021

Fixed Asset Tag Number: 17851

Description of Asset: 2012 Tandem Axle Dump Truck

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): VIN:1FVHG3DVXCDBN0546, Mileage: 248,124

Condition of Asset: Fair

Reason for Disposition: Scheduled life cycle replacement.

Location of Asset and Desired Date for Removal to Storage: NA

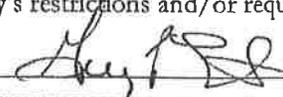
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature



To be Completed by: AUDITOR

Original Acquisition Date 12-31-11

G/L Account for Proceeds 2040-3835 HQ

Original Acquisition Amount \$141,332.00

Original Funding Source 2741

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

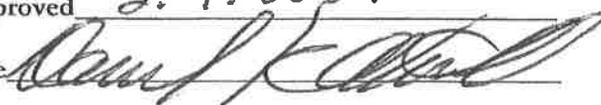
Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 87-2021

Date Approved 3.9.2021

Signature 

RECEIVED
FEB 18 2021
BOONE COUNTY
AUDITOR

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 21

In the County Commission of said county, on the 9th day of March 20 21

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 K-9 Training Agreement between Boone County and the following:

- Higginsville Police Department

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said K-9 Training Agreement.

Done this 9th day of March 2021.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Justin Aldred
 Justin Aldred
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 9th day of March, 2021, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and Higginsville Police Department, Missouri (Agency):

WHEREAS, BCSO can provide K-9 maintenance training through its certified K-9 training staff; and

WHEREAS, Agency desires to send its K-9 and handler through the BCSO's K-9 maintenance 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. MAINTENANCE TRAINING. BCSO agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSO's certified staff. Training areas will include obedience, narcotics detection, article search, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSO's program.

2. 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.

3. CONTRACT PRICE AND PAYMENT. Agency shall pay County a total sum of One Thousand Dollars (\$1,000.00) for the training contemplated herein, calculated at a rate of \$50/session. Agency shall pay one-half, or \$500.00, upon execution of this contract and the remaining one-half, or \$500.00, after ten (10) sessions have been completed.

4. TERM AND TERMINATION. The term of this Agreement shall begin immediately upon execution of the same for a period of one-year, and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$50.00 per session.

5. 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.

6. 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.

7. **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.

8. **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: Higginsville

By:

Chief Tom Long

Printed Name: Tom Long

Dated: 2-12-21

ATTEST:

BOONE COUNTY, MISSOURI

By:

Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

Dated: 3.9.2021

ATTEST:

Brianna L. Lennon

Brianna L. Lennon, County Clerk

APPROVED – BCSO:

Dwayne Carey

Dwayne Carey, Sheriff

APPROVED AS TO FORM:

C.J. Dykhouse

C.J. Dykhouse, Boone 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.

Jane Pitchford by jz 03/01/2021
Auditor Date

Revenue - 2570-3569

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the _BCSO Single Purpose K-9 Maintenance Training Program__ [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

 2-11-21

Printed Participant Name

Andrew Maxwell

Boone County Sheriff's Office

INVOICE

2121 County Drive
Columbia, MO 65202

573 875 1111

SOLD TO:

Higginsville Police Department
12 W 20th St
Higginsville, MO 64037

SHIPPED TO:

N/A

INVOICE NUMBER	
INVOICE DATE	February 1, 2021
OUR ORDER NO.	
YOUR ORDER NO.	
TERMS	
SALES REP	G. German
SHIPPED VIA	
F.O.B.	
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	BCSO K-9 Maintenance training class (Single Purpose dog) Columbia, MO Initial Term 1st year \$500.00 due upon execution of contract. Remainder due upon completion of 10 training sessions. Agency may pay full amount up front if desired.	1,000.00	\$1,000.00
		SUBTOTAL	1,000.00
		TAX	0.00
		FREIGHT	
			\$1,000.00
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:

Maj. Gary German
573-875-1111
ggerman@boonecountymo.org

MAKE ALL CHECKS PAYABLE TO:

Boone County
2121 County Dr
Columbia, MO 65202
573-875-1111

THANK YOU FOR YOUR BUSINESS!

89-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 21

In the County Commission of said county, on the 9th day of March 20 21

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

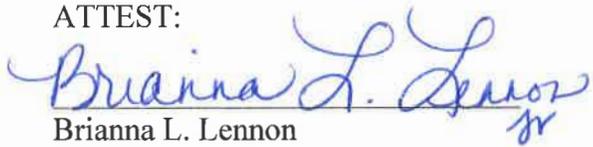
Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Training Agreement between Boone County and the following:

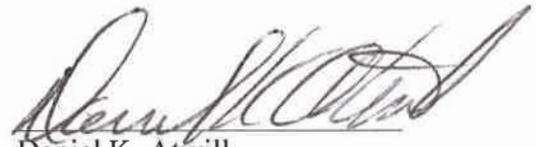
- Savannah Police Department

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said K-9 Training Agreement.

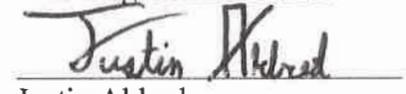
Done this 9th day of March 2021.

ATTEST:

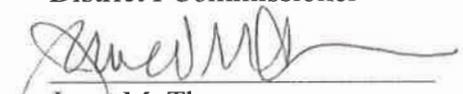

 Brianna L. Lennon
 Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

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

THIS AGREEMENT dated the 9th day of March, 2021, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and Savannah Missouri Police Department (Agency):

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

WHEREAS, BCSO 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 BCSO'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.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to 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 BCSO'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 22nd day of February, 2021, 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: Savannah P.D.
 By: City Admin - Bruce K. Lundy
 Printed Name: Bruce K Lundy
 Dated: 2/2/2021

ATTEST:
Brooke Hathabeel

BOONE COUNTY, MISSOURI
 By: Daniel K. Atwill
 Daniel K. Atwill, Presiding Commissioner
 Dated: 2.9.2021

ATTEST:
Brianna L. Lennon
 Brianna L. Lennon, County Clerk *sv*

APPROVED – BCSC:
Dwayne Carey
 Dwayne Carey, Sheriff

APPROVED AS TO FORM:
C.J. Dykhouse
 C.J. Dykhouse, Boone 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.
Gina Pitchford by gg 03/01/2021
 Auditor Revenue 2570-3569 Date

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the K-9 Basic Training Program [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 Office, 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 Office, 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

 02-03-2021

Printed name of Participant

Daniel R. Zeigler

90 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 21

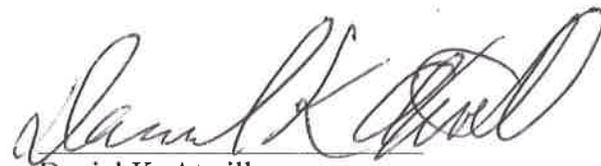
In the County Commission of said county, on the 9th day of March 20 21
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Sheriff's Department Budget Amendments for Accident Related Vehicle Replacement.

Done this 9th day of March 2021.

ATTEST:

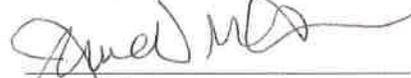
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

**Vehicle Expense/Revenue Worksheet
2017VEHCM19**

Internal Claim #: 2020VEHCM19
 MOPERM Claim #: AP20-45449
 Incident Claim #:
 Liability Claim:

 Loss Date: 6/28/2020
 Loss Time: 11:18 AM
 Deductible: \$1,000
 Comments: Totaled vehicle.

Employee Involved: Caleb Moore
 Department: 1251
 VIN: 1FM5K8AR6JGC42985
 Asset Tag #: 22740
 Vehicle: 2018 Ford Explorer
 Description: Vehicle struck drainage ditch, flipped, and landed on wheels

Accounts Payable

Invoice Date	Vendor Name	Vendor #	Department	Account	Amount paid	Cumulative Paid	AP Date	Acct 71016	AP #	Notes
					\$ -			YES		
					\$ -			YES		
					\$ -			YES		
					\$ -			YES		
					\$ -			YES		

Accounts Receivable

Receipt Date	Received From	Check #	Dept	Account	Amount received	Cumulative Rc'd		Receipt #	Notes
11/16/2020	MOPERM	29382	2901	3946	\$ 19,866.13	\$ 19,866.13		2020-3986	
11/16/2020	MOPERM	29566	2901	3946	\$ 3,620.86	\$ 23,486.99		2020-3987	
					\$	23,486.99			
					\$	23,486.99			
					\$	23,486.99			
					Difference	\$ (23,486.99)			

Year	2020	Estimated Revenue	
Dept	2901 LEST SHERIFF OPERATIONS	Revisions	12,343.00
Acct	3946 INS PROCEEDS-CAP ASSET RETIRED	Original + Revisions	12,343.00
Fund	290 LAW ENFORCEMENT SERVICES FUND	Revenues	37,035.91

Class/Account	A ACCOUNT	Actual To Date	37,035.91
Account Type	R REVENUE	Remaining Balance	24,692.91-
Normal Balance	C CREDIT		

Transaction Code	Effective Date	Description	Orig	Document	Process Date	Amount
24	3/12/2020	BUDGET REPLACEMENT VEHICLE	2020	24		12,343.00-
30	3/12/2020	2020VEHCM01-44906	2020	922		12,343.92
30	4/16/2020	2017VEHCM42-42027	2020	1279		205.00
30	11/17/2020	2020VEHCM01-44906	2020	3984		1,000.00
30	11/17/2020	2020VEHCM19-45449	2020	3986		19,866.13
30	11/17/2020	2020VEHCM19-45449	2020	3987		3,620.86

Bottom

F2=Key Scr F3=Exit F6=Prd Breakdowns F7=Trans F8=View Doc F9=Budget

Leasa Quick

From: David Alexander
Sent: Thursday, October 08, 2020 4:26 PM
To: Angela Ayers; Gary German; Leasa Quick
Subject: Replacement vehicle equipment related to Caleb's crash of veh. 22740
Attachments: 20201008 Estimate 43380_Replacement equipment related to vehicle 22740 crash_Moore.pdf; 20200922 Machens_Quote for 22740 insurance replacement_K9.pdf

Angela,

Attached is the estimate for the various items of equipment that will need to be replaced due to Caleb's crash involving K9 vehicle 22740.

Some of the line items replace damaged equipment (lines 1, 2, 5, 6 and 7).

Some of the line items (lines 3 and 4) are for vehicle specific equipment that fit in Caleb's wrecked 2018 Ford PIU, but will not transfer into the 2020 Ford PIU due to the two vehicle platforms being different. Line items 3 and 4 were not damaged in Caleb's crash, they simply can't be recycled into the new replacement vehicle.

Shipping (line item 8) is an estimate. The shipping price should be amended to the exact cost once the order is placed and the updated price will show up on the final invoice.

I previously submitted the quote for the replacement vehicle, but will attach that also.

Other expenses would be:

911 Custom equipment upfit/installation: \$2,400 for a K9 vehicle.

Decals printed and installed: \$750.

I will not order this equipment until I hear back from someone.

Thanks,
Dave

Cc: Gary & Leasa

Estimate



911 Custom

6970 W 152nd Ter
 Overland Park, KS 66223
 Phone: 913-390-8540
 Email: sales@911custom.com

Order #	Date
43380	10/08/2020

Bill To:
Boone County SO - MO Boone County S.O. - MO Boone County Sheriff 2121 County Dr. Columbia, MO 65202

Ship To:
Boone County SO - MO Boone County S.O. - MO Dave Alexander 2121 County Dr Columbia, MO 65202

Sales Rep	Payment Terms	Carrier	PO#
Kevin	Net 30	UPS	22740 REPLACEMENT

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	H-K9-F28-1-B	Standard Black K9 Transport System for 2020 Ford Police Interceptor Utility	\$2,239.44	1.00 ea	\$ 2,239.44
2	Sale	H-C-SBX-101	Universal Equipment Storage Box for Utility Vehicles	\$447.00	1.00 ea	\$ 447.00
3	Sale	H-C-VS-1508-INUT	2020 Interceptor Utility Ultra-Low-Profile Angled Console	\$343.96	1.00 ea	\$ 343.96
4	Sale	H-C-HDM-1006	2020 Ford Police Interceptor Utility Heavy-Duty Mount	\$90.38	1.00 ea	\$ 90.38
5	Sale	W-01-0419263-00	HOWLER KIT, SPEAKER MTG 2020 UTILITY	\$76.70	1.00 ea	\$ 76.70
6	Sale	W-SAK66D	Ford Police Interceptor Utility, 2020, Driver Side Grille	\$24.19	1.00 ea	\$ 24.19
7	Sale	W-SAK66P	Ford Police Interceptor Utility, 2020, Passenger Side Grille	\$24.19	1.00 ea	\$ 24.19
8	Shipping	Shipping and Handling	Shipping and Handling	\$375.00	1.00 ea	\$ 375.00

Subtotal:	\$3,620.86
Sales Tax:	\$0.00
Total:	\$3,620.86
Paid:	\$0.00
Balance Due:	\$3,620.86

Approval: _____ Date: _____

PURCHASE AGREEMENT
New 2021 Ford Police Interceptor Utility AWD 3.3L V6 Vehicles
for the Boone County Sheriff

THIS AGREEMENT dated the _____ day of _____ 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **McLarty CMFO, LLC, d/b/a Joe Machens Ford Lincoln**, herein "Vendor."

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 Purchase Agreement for the purchase of new 2021 Ford Police Interceptor Utility AWD vehicles in compliance with all bid specifications and any addendum issued for the State of Missouri Office of Administration Contract **CC210416003**, Joe Machens' quote dated February 03, 2021, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Office of Administration Contract **CC210416003** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County new 2021 Ford Police Interceptor Utility AWD Vehicles. Vehicles shall be prepared and delivered as ordered by the Boone County Sheriff's Department in accordance with one of the two following configurations specified by the Boone County Sheriff's Department at the time of order as follows:

Configuration #1:	Unit Price
2021 Ford Police Interceptor Utility (K8A) 3.3L V6	
(Non-Turbo/Non-Hybrid) (line item 25 CC210416003)	\$33,873.00
• Preparation Cost (line item 33)	\$1,095.00
• 3.3L V6 Gas Engine (99B/44U)	Std
• Cargo Dome Lamp (17T)	Std
• Global Lock/Unlock Feature (18D)	Std
• Dark Car Feature (43D)	Std
• Police Engine Idle Feature (47A)	Std
• Spot Lamp Driver Said (LED) (51R)	Std
• Trailer Tow Lighting Pkg. (52T)	Std
• Heated Mirrors (549)	Std
• Remote Keyless Entry Key Fob (55F)	Std
• Radio Noise Suppression Bonds (60R)	Std
• OBD-II Split Connector (61B)	Std
• Underbody Deflector Plate (76D)	Std
• Reverse Sensing (76R)	Std

- Tail Lamp /PI Housing Only (86T) Std
- Front Headlamp/PI Housing Only Std
- Class III Trailer Tow Receiver Std
- Remappable Switches Steering Wheel Std
- Rear Camera in Center Stack Std
- Bluetooth (SYNC) Std

Deleted Standard Options (Included in Totals Below)

- 1st & 2nd Row Carpet Flooring – DELETE – Replace with Vinyl (-16C) (-\$20.00)
- Pre-Wiring grille, siren, speaker - DELETE (-60A) (-\$40.00)
- 18" Full Wheel Covers - DELETE (-65L) –
Replace with Black Wheels/5" Chrome Center Caps (-\$20.00)

Added/Deleted Optional Equipment (Included in Totals Below)

- Interceptor Badge DELETE (Line 48/16D) No Charge
- Side marker LED (Line 48/63B) \$276.00
- Hidden Door-Lock Plungers with Rear Door Controls Inoperable
(Locks, Handles, and Windows) (Line 48/52P) \$153.00
- Ultimate wiring package (Line 48/67U/60A/85R) \$533.00
- Police wire harness connector kit (front/rear) (Line 48/67V) \$176.00
- Fleet keyed alike (Not fobbed alike) (Line 48/59F) \$49.00
- Shock Sensor & Alarm (Installed) (Line 48/PTS) \$387.00
- Exterior Color: TBD No Charge
- Rear Cloth Seat DELETE – replaced with vinyl rear seat (F6) (\$20.00)
- Delivery Fee No Charge

*** CONFIGURATION #1: FIRM, FIXED PER EACH
GRAND TOTAL STANDARD CONFIGURATION –
WITHOUT AUXILIARY REAR AIR**

\$36,442.00/EA

CONFIGURATION #2: The Ford Police Interceptor Utility AWD Vehicle shall be outfitted as described above, and in addition include Rear Auxiliary Air:

- Rear Auxiliary Air (Added As Ordered Only – Add to Above Total)
(Line 29/17A) \$600.00

*** CONFIGURATION #2: FIRM, FIXED PER EACH
GRAND TOTAL STANDARD CONFIGURATION -
WITH AUXILIARY REAR AIR**

\$37,042.00/EA 

3. **Purchase Order** – The County will issue a Purchase Order for any orders placed from this contract. All orders shall be placed as needed, if needed.

4. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 90-120 calendar days after receipt of order. Delivery shall be to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202.

5. **Warranty** – All standard manufacturer warranties shall be provided: 3 years or 36,000 miles bumper-to-bumper unlimited; and 5 years or 100,000 miles on the powertrain.

6. **Title** – Title in the name of: Boone County Sheriff. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

7. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Billings may only include the prices listed herein. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

8. **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.

9. **Termination** - This agreement may be terminated by the County upon thirty (30) calendar 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 if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. 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.

MCLARTY CMFO, LLC
JOE MACHENS FORD LINCOLN

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

title _____

Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

County Counselor

County Clerk

91 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 21

In the County Commission of said county, on the 9th day of March 20 21

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

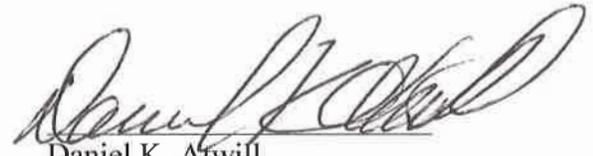
Now on this day, the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
Leigh Spence	Children's Services	April 1, 2021 thru March 31, 2024

Done this 9th day of March 2021.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 21

In the County Commission of said county, on the 9th day of March 20 21

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

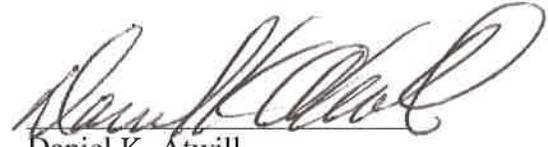
Now on this day, the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
Chimene Schwach	Judicial & Law Enforcement Task Force	January 1, 2021 thru February 28, 2024

Done this 9th day of March 2021.

ATTEST:

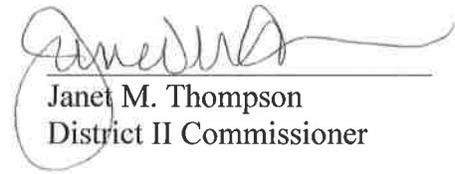
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

93 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 21

In the County Commission of said county, on the 9th day of March 20 21

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

Now on this day, the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
Connie Leopard	Children's Services	April 1, 2021 thru March 31, 2024

Done this 9th day of March 2021.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

94-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 21

In the County Commission of said county, on the 9th day of March 20 21

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

Now on this day, the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
Ann Gafke	Vicious Dog Advisory	April 1, 2021 thru March 31, 2024

Done this 9th day of March 2021.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner