

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 25th 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 Amendment #1 to contract 02-22JAN20 with Kone, Inc. for Elevator Maintenance Services, Term & Supply for the Boone County Facilities Maintenance Department that was awarded April 23, 2020 (Commission Order 188-2020) and is being amended to correct reference to "Normal Business Hours."

This Order will replace order 109-2021 approved March 18,2021 that was approved before the vendor had signed the amendment.

All other terms, conditions and prices of the original agreement as previously amended remain unchanged.

This is a Term and Supply contract. Payments will be paid from the following funds/accounts:

- Fund 6100: Facilities Maintenance Building Maintenance/Account 60050 -- Equipment Services Contract
- Fund 2705: 911/EM Facilities Maintenance Building Maintenance/Account 60050 - Equipment Service Contract.

Done this 25th 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

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: March 16, 2021
RE: Amendment #1 to Contract 02-22JAN20 – Elevator Maintenance Services –
Term & Supply - for the Facilities Maintenance Department

Amendment #1 to contract 02-22JAN20 with Kone, Inc. for Elevator Maintenance Services, Term & Supply for the Boone County Facilities Maintenance Department that was awarded April 23, 2020 (Commission Order 188-2020) is being amended to correct reference to “Normal Business Hours.” Normal Business Hours are correctly defined in contract paragraph 2.6.1 as being 7:00 A.M. through 5:00 P.M. Two errors have been discovered where “Normal Business Hours” are referred to as 8:00 A.M through 5:00 P.M. in paragraph 2.6.3 and item 4.10.8. Basically, this amendment corrects the two errors.

All other terms, conditions and prices of the original agreement as previously amended remain unchanged.

This is a Term and Supply contract. Payments will be paid from the following funds/accounts:

- Fund 6100: Facilities Maintenance Building Maintenance/Account 60050 – Equipment Services Contract
- Fund 2705: 911/EM Facilities Maintenance Building Maintenance/Account 60050 – Equipment Service Contract.

/lp

cc: Jody Moore, Facilities Maintenance
Contract File

Commission Order: 123-2021
Date: 03.25.2021

**CONTRACT AMENDMENT NUMBER ONE
FOR
ELEVATOR MAINTENANCE SERVICES**

The Agreement **02-22JAN20** dated the 23rd day of April 2020 made by and between Boone County, Missouri and **KONE, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. For the purposes of the contract the term "Normal Business Hours" is defined in paragraph 2.6.1 of the contract as Mondays through Fridays 7:00 A.M. to 5:00 P.M. CST, excluding state and national holidays. The reference in paragraph 2.6.3 has been found to be inconsistent. This amendment corrects the reference to "Normal Business Hours" in paragraph 2.6.3 as follows:

2.6.3 One-Hour Call Response Time Normal Business Hours: The response time from when a service call is placed by the County to the arrival of the contractor's designated services representative on-site shall not exceed one (1) hour during normal business hours defined as between 7:00 A.M. and 5:00 P.M. Mondays through Fridays excluding holidays. The County Director of Facilities Maintenance or his designate reserves the right to extend the response time at his discretion per occurrence. The contractor shall understand and agree that such extensions are one-time and shall not be considered precedent setting. Service calls requested to be performed outside of normal business hours shall be considered "Emergency Service" as defined in paragraph 2.6.2.

2. This amendment makes a similar correction to line item 4.10.8 which is corrected to "**4.10.8: Hourly price for Major Repair During Normal Business Hours, 7:00 A.M. – 5:00 P.M. Mondays through Fridays.**"

All other terms and conditions including pricing of the original contract shall remain the same and apply hereto.

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

KONE INC.

BOONE COUNTY, MISSOURI

By: DocuSigned by:
Jeremy Vivian
E003CC5D37E54CB...

By: Boone County Commission

Title: Branch Manager

DocuSigned by:
Daniel K. Atwill
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
County Counselor

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.)

Fund/Account: 6100/60050: 2705/60050: Term & Supply

DocuSigned by: <i>Jane E Pitchford by J</i> <i>No Encumbrance Required</i>	3/23/2021	
Signature	Date	Appropriation Account

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 25th 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 Contract #03-22FEB21 – Base Stations: Refurbished Motorola Brand MTR-2000 for the Boone County Joint Communications Department – Term & Supply. A contract will be awarded to Leavitt Communications of Paradise Valley, Arizona, and to Sunny Communications of Lakewood, Colorado.

The contract period will run from April 1, 2021 through March 31, 2022, and there are four (4) one-year renewal options available after this initial period.

Payments will be made from Department 4103 – ECC Support Services Building/ Account 71231 – Owner Costs. This is a Term & Supply contract for the Joint Communications Department.

Done this 25th 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

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: 03/17/21
RE: Contract# 03-22FEB21 – Base Stations: Refurbished Motorola Brand MTR-2000 for the Boone County Joint Communications Department – Term & Supply

Request for Proposal 03-22FEB21 solicited proposals for Refurbished Motorola MTR-2000 Base Stations for the Boone County Joint Communications Department. Two proposals were received and reviewed by Mr. Dave Dunford representing the Joint Communications Department. After an initial review of the two proposals, one round of competitive negotiations was pursued resulting in Best and Final Offer #1. Subjective and objective evaluation criteria have been used evaluating the two proposals. Subjective scoring was done by Mr. Dunford: Experience & Reliability was weighted 25 points, and the offeror's Product Quality and Options was weighted 25 points. The Purchasing Department conducted the Cost evaluation which was weighted 50 points. Points from both the subjective and cost areas were added together to determine the offeror's total score. The Evaluation Report including cost evaluation is included as an attachment to this memo.

Mr. Dunford has recommended the County award the contract to both offerors in order to maximize the County's flexibility and options for obtaining refurbished or used base station/radio equipment. A contract will be awarded to Leavitt Communications of Paradise Valley, Arizona; and to Sunny Communications of Lakewood, Colorado. Paragraph 14 of Boone County's Standard Terms and Conditions that were incorporated into RFP 03-22FEB21 allows the County to make multiple awards, with each resulting contract being considered a non-exclusive contract.

The contract period will run from April 1, 2021 through March 31, 2022, and there are four (4) one-year renewal options available after this initial period.

Payments will be made from Department 4103 – ECC Support Services Building/ Account 71231 – Owner Costs. This is a Term & Supply contract for the Joint Communications Department.

**PURCHASE AGREEMENT
FOR
Base Stations: Refurbished Motorola Brand MTR-2000, Term & Supply**

THIS AGREEMENT dated the 25th 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 **Leavitt Communications, LLC** 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 Purchase Agreement for **Base Stations: Refurbished Motorola Brand MTR-2000 - Term & Supply**, County of Boone Request for Proposal number **03-22FEB21** in its entirety including the Introduction and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed Vendor Response and Pricing Pages, Debarment Form, and Boone County's Standard Terms and Conditions, as well as the Contractor's proposal response dated **February 22, 2021**, executed by **Philip C. Leavitt** on behalf of the Contractor, including **Best and Final Offer #1** dated March 04, 2021 executed by **Philip C. Leavitt**, and the e-mail dated **March 16, 2021** from **Philip C. Leavitt** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and 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 bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Request for Proposal **03-22FEB21** including the Introduction and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed Vendor Response and Pricing Pages, Debarment Form, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's proposal response.

2. Contract Period - The contract period shall be **April 01, 2021 through March 31, 2022**. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period, with an option to renew on a month-to-month basis thereafter for a maximum of six (6) months from the end-date of the last renewal period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Refurbished Motorola Base Station equipment as required in the RFP specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by the County:

Base Stations: Refurbished Motorola Brand MTR-2000	
Description of Service	Firm, Fixed Price Per Each Initial Contract Period

5.2.1 Base-Station: Motorola brand MTR-2000 Transmit-Receive	\$775.00/Each
5.2.2 Base-Station: Motorola brand MTR-2000 Receive-Only	\$475.00/Each
5.2.6 Firm, fixed discount off contractor's current catalog/list price for other system related equipment for use with refurbished base stations	15%
5.2.7 Transmit-Receive (T-R) Relay	\$175.00/Each
5.2.8 Pre-selector	\$260.00/Each

4. Billing and Payment - All billing shall be invoiced to the Boone County Joint Communications Department. The billing address is Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the County makes payment as provided therein. 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 Contractor, 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.

5. Delivery - The Contractor agrees to deliver ordered units in accordance with the timeframes and terms of RFP 03-22FEB21.

6. Warranty - Equipment shall be guaranteed for one (1)- year with exceptions noted in the proposal by the contractor, i.e., abuse, lightening, flood or antenna failure damage.

7. 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.

8. Non-Exclusive Agreement - This agreement is a non-exclusive contract. The County has another contract for the same or similar equipment as identified in the agreement. The contractor shall understand and agree that the County is not obligated to purchase from this agreement as determined by the County in its sole assessment.

9. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Joint Communications Department using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The 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.

LEAVITT COMMUNICATIONS, LLC

BOONE COUNTY, MISSOURI

by Philip Leavitt
DocuSigned by: FDBB263C6C4948B...
 title V. P.

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

APPROVED AS TO FORM:

ATTEST:

DocuSigned by: [Signature]
County Counselor

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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund/Account: 4103/71231 – Term & Supply

DocuSigned by: [Signature] 3/18/2021
 Signature Date Appropriation Account

STANDARD 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. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
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.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. 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.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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 from other vendors.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. 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.
20. **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.
21. **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.

Updated 8/19/20

**PURCHASE AGREEMENT
FOR**

Base Stations: Refurbished Motorola Brand MTR-2000, Term & Supply

THIS AGREEMENT dated the 25th 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 **Sunny Communications, Inc.** 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 Purchase Agreement for **Base Stations: Refurbished Motorola Brand MTR-2000, Term & Supply**, County of Boone Request for Proposal number **03-22FEB21** in its entirety including the Introduction and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed Vendor Response and Pricing Pages, Debarment Form, and Boone County's Standard Terms and Conditions, as well as the Contractor's proposal response dated **February 18, 2021**, executed by **Brendan Sears** on behalf of the Contractor, including **Best and Final Offer #1** dated March 03, 2021 executed by **Brendan Sears**, and the e-mails dated **March 10, 2021, March 11, 2021 and March 16, 2021**, all from **John Sapuppo** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the proposal response may be permanently maintained in the County Purchasing Office RFP file for this solicitation if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Request for Proposal **03-22FEB21** including the Introduction and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed Vendor Response and Pricing Pages, Debarment Form, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's proposal response.

2. Contract Period - The contract period shall be **April 01, 2021 through March 31, 2022**. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period, with an option to renew on a month-to-month basis thereafter for a maximum of six (6) months from the end-date of the last renewal period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Refurbished Motorola Base Station and related equipment as required in the RFP specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by the County:

Base Stations: Refurbished Motorola Brand MTR-2000	
Description of Service	Firm, Fixed Price Per Each Initial Contract Period

5.2.1 Base-Station: Motorola brand MTR-2000 Transmit-Receive	\$913.50/Each
5.2.2 Base-Station: Motorola brand MTR-2000 Receive-Only	\$875.00/Each
5.2.6 Firm, fixed discount off contractor's current catalog/list price for other system related equipment for use with refurbished base stations	0% with one exception: 42% Discount off pricing for only the MTR-2000 VHF Repeater
5.2.7 Transmit-Receive (T-R) Relay	\$75.00/Each
5.2.8 Pre-selector	\$175.00/Each

4. Billing and Payment - All billing shall be invoiced to the Boone County Joint Communications Department. The billing address is Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the County makes payment as provided therein. 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 Contractor, 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.

5. Delivery - The Contractor agrees to deliver ordered units in accordance with the timeframes and terms of RFP 03-22FEB21.

6. Warranty - Equipment shall be guaranteed for one (1)- year with exceptions noted in the proposal by the contractor, i.e., abuse, lightening, flood or antenna failure damage.

7. 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.

8. Non-Exclusive Agreement - This agreement is a non-exclusive contract. The County has another contract for the same or similar equipment as identified in the agreement. The contractor shall understand and agree that the County is not obligated to purchase from this agreement as determined by the County in its sole assessment.

9. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Joint Communications Department using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The 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.

SUNNY COMMUNICATIONS, INC.

DocuSigned by:
 by John Sapuppo
 0DEF6C334C3B426...
 title Sales Manager

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. Lennore
 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund/Account: 4103/71231 -- Term & Supply

DocuSigned by:
Gene E. Pugh
 3/18/2021
 Signature _____ Date _____ Appropriation _____
 Account _____

STANDARD 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. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
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.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. 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.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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 from other vendors.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. 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.
20. **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.
21. **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.

Updated 8/19/20

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 25th 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 MODOT cooperative contract 60520CO0242 Snow/Tow Plows and Parts to purchase two (2) Henderson RSP 10'x42" Snow Plows from Henderson Products, Inc.

Cost of the purchase is \$16,884.00 and will be paid from department 2040 – RB Road Maintenance and account 92300 – Replacement Machinery & Equipment.

The Commission also approves the Purchasing Departments request to dispose of the following surplus by sale:

Henke 36R10 Snow Plow
Fixed asset tag 13552

Henke 36R10 Snow Plow
Fixed asset tag 17508

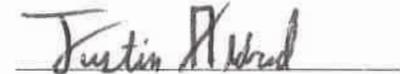
Done this 25th day of March 2021.

ATTEST:

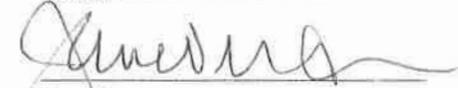
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

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 29, 2021
RE: Cooperative Contract: MODOT Contract #60520CO0242 – Snow/Tow
Plows and Parts

Road & Bridge requests permission to utilize the MODOT cooperative contract *60520CO0242 Snow/Tow Plows and Parts* to purchase two (2) Henderson RSP 10'x42" Snow Plows from Henderson Products, Inc.

Cost of the purchase is \$16,884.00 and will be paid from department 2040 – RB Road Maintenance and account 92300 – Replacement Machinery & Equipment.

This is a replacement purchase and the 2021 budgeted amount was \$17,000.00. Budgeted sale value is \$500.00, yielding a net cost of \$16,500.00.

The contract price is \$16,884.00 less the sale price of \$500.00 yielding a net cost of \$16,384.00

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

Henke 36R10 Snow Plow
Fixed asset tag 13552

Henke 36R10 Snow Plow
Fixed asset tag 17508

cc: Greg Edington, RB
Contract File

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 03/12/2021

Fixed Asset Tag Number: 13552

Description of Asset: Henke 36R10 Snow plow

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

Other Information (Serial number, etc.): SN: 4920

Condition of Asset: Fair

Reason for Disposition: Planned replacement

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

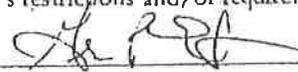
Was asset purchased with grant funding? YES NO

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 9/10/2002

G/L Account for Proceeds 2040-3836 HA

Original Acquisition Amount \$4,615.00

Original Funding Source 2741

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

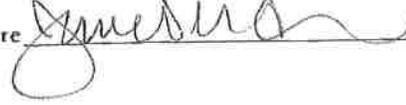
Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 125-2021

Date Approved 3/25/2021

Signature 

RECEIVED
MAR 18 2021
BOONE COUNTY
AUDITOR

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 03/12/2021

Fixed Asset Tag Number: 17508

Description of Asset: Henke 36R10 Snow plow

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

Other Information (Serial number, etc.): SN: 6853

Condition of Asset: Fair

Reason for Disposition: Planned 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 _____

RECEIVED

MAR 18 2021

**BOONE COUNTY
AUDITOR**

To be Completed by: AUDITOR

Original Acquisition Date 10-01-2010

G/L Account for Proceeds 2040-3836 NA

Original Acquisition Amount \$1.00

Original Funding Source 2741

Account Group 1604

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 125-2021

Date Approved 3/25/2021

Signature _____

**PURCHASE AGREEMENT
FOR
HENDERSON SNOW PLOWS**

THIS AGREEMENT dated the 25th 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 **Henderson Products, Inc.**, 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 Snowplows in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **60520CO0242** 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 bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 60520CO0242 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) Henderson RSP 10'x42" Snowplows as follows:

	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Price</u>
Henderson RSP PARA - 12x42"	\$11,378.00	2	\$22,756.00
<ul style="list-style-type: none"> • <i>Standard Circle Frame with Top Mount Cylinders</i> • <i>42" Height, integral shield, 10 GA GR50 steel</i> • <i>3" x 1 1/2" x 10" reversing nitrided cylinders</i> • <i>Five position adjustable trip spring preload</i> • <i>30.5" center to center quick hitch width</i> 			
10'x42" Full Moldboard Trip with Quick Hitch ILO MODOT Hitch Less Cutting Edge	-\$2,936.00	2	-\$5,872.00
TOTAL			\$16,884.00

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 90-150 days after receipt of order. Delivery shall be FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges. Delivery address shall be: Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

4. **For Fixed Asset Tracking** – Send list of equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of purchase order.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Road & Bridge Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work 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.

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. **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.

HENDERSON PRODUCTS, INC.

DocuSigned by:
 By Tim Brummer
 B7B976AE04034B2...
 Title Regional Sales Representative

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. Unson
 County Clerk

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: <u>[Signature]</u> Signature	3/18/2021 Date	2040 - 92300 - \$16,884.00 Appropriation Account
---	-------------------	---

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 25th 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 disposal of an outdoor warning siren by transfer to another Missouri public entity (The Village of Renick). The Village of Renick will be the sole bearer of any cost, including (but not limited to) transportation, erection, electricity, and on-going maintenance. The Village of Renick will remove the siren from County property no later than April 30, 2021.

Done this 25th 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
Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4391

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, Director of Purchasing
RE: Surplus Transfer of Outdoor Warning Siren
DATE: March 29, 2021

Boone County Emergency Management requests permission to dispose of an outdoor warning siren by transfer to another Missouri public entity (The Village of Renick). The Village of Renick will be the sole bearer of any cost, including (but not limited to) transportation, erection, electricity, and on-going maintenance. The Village of Renick will remove the siren from County property no later than April 30, 2021.

cc: Heather Acton, Jacob Flowers, Auditor's office
Chris Kelley, Della Luster, Emergency Management
Surplus File



BOONE COUNTY
Office Of Emergency Management

2145 County Drive
Columbia, MO 65202
573-554-7908

Chris Kelley

Deputy Director

MEMORANDUM

DATE: February 24, 2021
TO: Melinda Bobbitt, Purchasing
FROM: Chris Kelley, Deputy Director 
SUBJECT: Disposal of Outdoor Warning Siren

In the next thirty days, Emergency Management will be replacing the outdoor warning siren (St. Charles/Albany) with a new siren by contract with Federal Signal. As part of this replacement, Emergency Management is requesting to donate the obsolete siren to the Village of Renick.

This siren can be donated without warranty and in an "as-is" condition. The Village of Renick will be the sole bearer of any cost, including (but not limited to) transportation, erection, electricity, and on-going maintenance associated with this donated siren.

This siren has no asset tag assigned as it is obsolete.

Please contact me if you have any questions or concerns.

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 2/24/21

Fixed Asset Tag Number: No tag (Obsolete)

Description of Asset: OUTDR WARNING SIREN

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: Gift to Village of Renick

Other Information (Serial number, etc.):

Condition of Asset: Obsolete

Reason for Disposition: Replacing with new siren

Location of Asset and Desired Date for Removal to Storage: St.Charles Rd/Albany Mid-March 2021

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: 2702 Emergency Mgmt

Signature

Chris Kelley

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836

Original Acquisition Amount ↓

Original Funding Source ↓

Account Group ↓

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 126-2021

Date Approved 3/25/2021

Signature *[Signature]*

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 25th 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 Animal Control Enforcement Cooperative Agreement between Boone County and the City of Columbia.

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

Done this 25th 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

024549

Permanent Record
Filed in Clerk's Office

Introduced by Treecc

First Reading 2-1-21

Second Reading 2-15-21

Ordinance No. 024549

Council Bill No. B 56-21

AN ORDINANCE

authorizing an agreement with Boone County, Missouri for animal control services in 2021; and fixing the time when this ordinance shall become effective.

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

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County, Missouri for animal control services in 2021. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof. Any actions taken by or on behalf of the City in connection with such agreement prior to the date of this ordinance are hereby approved and ratified.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 15th day of February, 2021.

ATTEST:



City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

AGREEMENT

THIS AGREEMENT, is made and entered into on the date of the last signatory noted below, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

IN CONSIDERATION of the mutual covenants herein contained, it is hereby agreed by and between the Parties as follows:

1. The City agrees to provide the equivalent of two and one-third full-time (2.33 F.T.E) benefited animal control officers for services to Boone County residents living outside the corporate limits of the City. All officers so provided shall be suitably trained employees of the City.

2. The City will provide appropriate materials and supplies associated with supporting the personnel listed in paragraph 1.

3. The City enters into contracts with the Central Missouri Humane Society, a Missouri not-for-profit corporation, for the provision of office space, veterinary care, and kennel facilities. Copies of any such future contracts between the City and the Humane Society or other provider for these services during the term of this agreement shall be forwarded to the Boone County Commission for informational purposes.

4. Capital items previously purchased by the City to provide Animal Control services for Boone County, the cost of which has been reimbursed by the County, shall continue to be used to provide services under this agreement. Such items, however, shall be returned to the County within thirty (30) days of termination of this agreement unless the parties, by written agreement, provide otherwise.

5. The County shall pay City a proportionate share (33%) of the personnel costs, materials and supplies, utilities, travel and training, and other miscellaneous services and intra-governmental charges of the Animal Control division of the City's Public Health and Human Services Department to fulfill its obligations under this agreement. The proportionate amount shall be determined by dividing the total cost for each such category by the number of City animal control officers and multiplying that number by the two and one-third (2.33) full-time equivalent employees provided County under this agreement.

6. An estimate of the County's annualized cost under this agreement is set forth in Schedule A which is attached to and made a part of this agreement.

7. The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2022, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will be provided annually.

8. During the term of this Agreement, the City will provide liability insurance coverage on the interior space the Health Department occupies (Unit #1 of the Columbia/Boone County Health Department Condominium) in the same manner that it does for other City-owned facilities.

9. This agreement shall be in full force and effect during calendar year 2021; provided, however, that either party may terminate this agreement upon thirty (30) days written notice of the other party.

10. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their duly authorized officers as of the day and year last written below.

THE CITY OF COLUMBIA, MISSOURI

DocuSigned by:
BY: John Glascock
09A68FE5A6D1468...
John Glascock, City Manager
Date: 2/16/2021

ATTEST:

DocuSigned by:
Sheela Amin
Sheela Amin, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Nancy Thompson
Nancy Thompson, City Counselor/rw

BOONE COUNTY, MISSOURI

BY: Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner
Date: _____

ATTEST:

Brianna Lennon
Brianna Lennon, County Clerk

APPROVED AS TO FORM:

C.J. Dykhouse
C.J. Dykhouse, County Counselor

Certification:

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

June Pitchford by jg 02/26/2021
Boone County Auditor Date

1730-84200-\$233,669.00

SCHEDULE A

ANIMAL CONTROL

Personnel (2.33 FTE)	\$141,624
Materials and Supplies	\$7,568
Training and Schools	\$1,050
Intra-governmental Charges	\$18,288
Utilities, Services, & Other Miscellaneous	\$65,139
Total	\$233,669

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 25th 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 Public Health Services Cooperative Agreement Between Boone County and the City of Columbia.

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

Done this 25th 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

024548

Permanent Record
Filed in Clerk's Office

Introduced by Treece

First Reading 2-1-21

Second Reading 2-15-21

Ordinance No. 024548

Council Bill No. B 55-21

AN ORDINANCE

authorizing an agreement with Boone County, Missouri for public health services in 2021; and fixing the time when this ordinance shall become effective.

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

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County, Missouri for public health services in 2021. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof. Any actions taken by or on behalf of the City in connection with such agreement prior to the date of this ordinance are hereby approved and ratified.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 15th day of February, 2021.

ATTEST:



City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

AGREEMENT

THIS AGREEMENT, is made and entered into on the date of the last signatory noted below, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

WHEREAS, the City and County are empowered in Article VI, Section 16 of the Missouri Constitution, and Section 70.220, RSMo, respectively, to enter into certain cooperative agreements; and

WHEREAS, it is deemed by the parties hereto to be mutually advantageous to the parties to provide public health services for the citizens of Columbia and Boone County during calendar year 2021. Public Health Department services will be equally available to Boone County residents both in and outside the corporate limits of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I.

For the agreed upon amount specified in Article X, the City agrees to provide public health services to County residents. Said services shall include but are not limited to: home visitation, blood pressure and TB screening, communicable disease control, children's and adult immunizations, family planning, STD/HIV prevention and control, health education and preventative health care will be offered at such places and times determined by the Director of Public Health and Human Services.

II.

For the agreed upon amount specified in Article X, the City will provide social services to county residents. Said services shall include but are not limited to: pregnancy counseling and case management, eligibility, and referrals.

III.

For the agreed upon amount specified in Article X, the City will provide Women, Infants & Children (W.I.C.) nutritional supplemental food program services for persons meeting state and federal eligibility guidelines.

IV.

For the agreed upon amount specified in Article X, the City agrees to provide periodic health screenings, immunizations, and other services in incorporated municipalities in Boone County.

V.

For the agreed upon amount specified in Article X, the City agrees to provide environmental public health services outside the City of Columbia. Services shall include, but not be limited to, enforcement of the Boone County Food Code and Nuisance Ordinance and investigation of environmental health hazards.

VI

For the agreed upon amount specified in Article X, the City agrees to enforce the Boone County onsite wastewater ordinance.

VII.

For the agreed upon amount specified in Article X, the City agrees to administer up to seven thousand dollars in utility assistance services to eligible Boone County residents. Said services will consist of payments to utility providers for the purpose of reconnecting utility service, payment of utility bills to avoid disconnection, and referral for weatherization. Said service will be provided to eligible persons according to need as determined by the Director of Public Health and Human Services. The seven thousand dollars is included in the Agreed Upon Amounts indicated in Article X.

VIII.

For the agreed upon amount specified in Article X, the City will administer up to five thousand dollars for the medication assistance program to eligible indigent County residents. The five thousand dollars is included in the Agreed Upon Amounts indicated in Article X.

IX.

The City hereby agrees that the Director of Public Health and Human Services shall provide the County Commission with recommendations concerning additional or revised public health services and shall be available at reasonable times to consult with County officials as the County officials deem necessary.

X.

Agreed Upon Amounts		Program Cost ¹
Public Health Services: Administration, Clinic & Nursing, Environmental Health, Social Services, WIC, Utility Assistance, Medication Assistance	1410-84200	\$1,136,748
On-Site Sewage ¹	1740-84200	\$108,382
TOTAL		\$1,245,130
¹ On-Site sewage revenues are deposited directly with Boone County.		

XI.

The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2022, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will be provided annually.

XII.

During the term of this Agreement, the City will provide liability insurance coverage on the interior space the Health Department occupies (Unit #1 of the Columbia/Boone County Health Department Condominium) in the same manner that it does for other City-owned facilities.

XIII

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign,

governmental, or official immunities and protections as provided by federal and state constitutions or laws.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and the year of the last signatory noted below.

THE CITY OF COLUMBIA, MISSOURI

DocuSigned by:
BY: John Glascock
John Glascock, City Manager
Date: 2/16/2021

ATTEST:

DocuSigned by:
Sheela Amin
Sheela Amin, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Nancy Thompson
Nancy Thompson, City Counselor/rw

BOONE COUNTY, MISSOURI

BY: Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner
Date: _____

ATTEST:

Brianna Lennon
Brianna Lennon, County Clerk

APPROVED AS TO FORM:

C.J Dykhouse
C.J Dykhouse, County Counselor

Certification:

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

Jane Pritchard 02/26/2021
Boone County Auditor Date
see page 2

129-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 21

County of Boone

} ea.

In the County Commission of said county, on the

25th

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 following board re-appointment:

Lynn Barnett	Children's Services Board	Re-appointment	3 Year Term	4-1-2021 thru 3-31-2024
--------------	---------------------------	----------------	-------------	-------------------------

Done this 25th day of March 2021.

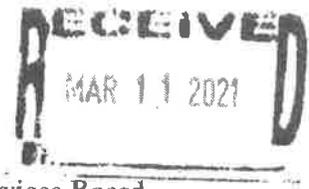
ATTEST:

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



Application for Appointment to Boone County Children's Services Board

The Boone County Children's Services Board was established in 2013 with the passage of a special sales tax levy in November, 2012. The Board, in partnership with the Boone County Commission, is charged with making Boone County a better and healthier community through the provision of services to protect the well-being and safety of children under the age of nineteen (19) and their families. The Board's goal is to maximize positive outcomes in a transparent, accountable fashion in recognition of the fact that the taxpayers of Boone County are an important stakeholder and beneficiary of this program. The Board's partnership with the Boone County Commission allows it to benefit from the ability to hire dedicated, professional staff with competitive salary and benefits packages into a professional environment with supports that include facilities maintenance, purchasing, human resources, legal, auditing, and other organizational supports and synergies that stem from being integrated into Boone County government as a County department. This partnership also allows the Boone County taxpayers to benefit from a coordination of social service spending at the County level in order to avoid duplication of effort, ensure efficient spending of public resources, and increase transparency. Finally, being part of County government allows the Children's Services sales tax proceeds to retain its character as "local tax dollars," allowing for the pursuit of matching federal dollars through various federal programs administered through the State Department of Mental Health, State Department of Social Services, and other federal matching programs.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board and the conflict of interest policies promulgated by the County Commission and the Board. As appointees of a statutorily created Board with powers to direct the expenditure of public funds, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the Children's Services Board or the Boone County taxpayer. Certain types of conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

APPLICATION

Name: BARNETT Lynn E
Last First Middle Initial

Home Address: 5209 Beacon Falls Dr.

City: Columbia Zip: 65203

Employment Address: Retired

City: _____ Zip: _____

At which address would you prefer to be contacted: Home Business

receiving funds from the Children's Services Fund, and those employed by any agency receiving funds. In addition, the Boone County Commission, based on its experience with other board appointments and the experiences of other counties in the administration of other Children's Services funds, prohibits membership on the board by those who are board members or volunteers with agencies that receive funds, or are employed by, have a financial interest in, serve on the board of, or otherwise volunteer with affiliated organizations of those agencies receiving funds. For purposes of this policy, "affiliated organizations" are those organizations which are controlled by or have systemic legal relationships with an agency who receive funds from the Children's Services Fund. [For example, two entities controlled by the same Board of Directors or the same administration team or an entity that relies on another almost exclusively for its financial support. Many other examples of such affiliated organizations exist, and the intent of this policy is to examine the substance of the relationships between entities and not the strict legal organization they have chosen to employ.] The questions below are designed to determine if a prohibited conflict of interest exists and to allow for the disclosure of any conflicts that do not amount to a prohibition but, absent disclosure, would tend to indicate that a board member may have an appearance of a conflict of interest.

For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any "affiliated organization" of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children's Services Board? If yes, please explain.

No

Have you or a related family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children's Services Fund at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

No

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

If "No", please explain.

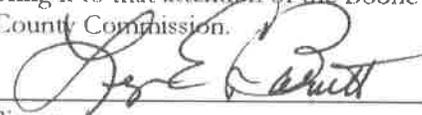
References:

Name	Nature of Relationship	Contact Information	Years Known
Les Wagner	Served on Board	573 424-2642	35+

Michelle Baumstark		573 808-6068	20+
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Peter Strepleman	Co-worker @ Columbia Public Schools	573 -489-6774	20+
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By my signature, I agree to comply fully with board policies, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Boone County Children's Services Fund Board and the Boone County Commission.


Signature

3-9-21
Date

Lynn Ellen Barnett
5209 Beacon Falls Drive
Columbia, MO 65203
573-424-9578

EDUCATION:

Doctor of Education – December, 1984, University of Missouri-Columbia

Masters of Education – August, 1976, University of Missouri-Columbia (Major: Learning Disabilities)

Bachelor of Education – June, 1972, University of Missouri-Columbia (Major: Elementary Education and Mental Retardation)

High School – June, 1969 Hickman High School, Columbia, MO

Junior High – June, 1966 Jefferson Junior High School, Columbia, MO

Elementary School – University Laboratory School 1956-58; Parkade Elementary School 1958-1962; Columbia, MO

PROFESSIONAL EXPERIENCE:

Assistant Superintendent – 1994-2009 (retired), Columbia Public Schools, Columbia, MO

Director of Special Education – 1984-1994, Columbia Public Schools, Columbia, MO

Adjunct Professor – 1986-2005, University of Missouri – Columbia, Columbia, MO

Adjunct Professor – 1990-2008, Columbia College, Columbia, MO

Educational Resource Teacher – 1989-90, Moniteau County R-VI Schools, Tipton, MO

Coordinator – 1984, Mississippi State Regional Resource Center, Jackson, MS

Instructor and Research Assistant – 1982-1984, University of Missouri-Columbia, Columbia, MO

Coordinator – 1980-82, Special Education Dissemination Center, University of Missouri-Columbia, Columbia, MO

Teacher – 1972-1979, Oak Grove Public Schools and Columbia Public Schools, Oak Grove, and Columbia, MO

COMMUNITY ORGANIZATION:

Boone County Children's Services Commission – 2018-Present

Columbia Public Schools Foundation -- 2014-present, Member. Hall of Leaders Nomination Committee, 2009-present; Allocations Committee 2014-present; President, 2016-2019; Past-President 2019

Family Health Center – 1994-2000, 2006-2012, 2014-2019, Member, Board of Directors, President, 2010-12, 2015-2017

Fun City – 2012-2015, Treasurer

Columbia Cultural Arts Commission – 2009-2015, Member, 2013-2015 Chair

United Way Campaign Committee – 1999-2013, Co-chair Community Service Agencies

Columbia Downtown Rotary – 1995-2016, Member, 2006-2009 Board of Directors, 2008-2009, Vice-President

Chamber of Commerce, Education Committee – 1992-2009, Member, 1993-94, Chairperson

Columbia/Boone County Community Partnership – 1995-2002, Member, 1995-1996 Chairperson

Boone County Health Report Card – 1995-2002, Member

School to Work Partnership Council – 1995-2001, Member

Big Brothers/Big Sisters – 1994-2000, Member, Board of Directors

Interagency Council on Child Abuse and Neglect – 1993-2000, Member

Boone County Group Homes and Family Support – 1992-1998, Member, Board of Directors, 1996-98, President

Missouri Council on Vocational Education, Legislative Appointment – Member, 1992-1994

Services for Independent Living – 1991-1992, Member, Board of Directors

Child and Adolescent Service System Planning Team – 1991-2009, Coordinator of Team

PERSONAL INFORMATION:

Married

Mother of five married daughters, one step-daughter

Grandmother of 13 grandchildren and 4 step-grandchildren

Enjoy biking, walking, gardening, cooking, improving my faith-walk, singing in church choir, travelling and volunteering.

Updated 12-19