

404 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 21

In the County Commission of said county, on the 23rd day of September 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 Purchasing Departments request to use Contract CC200147002 for Ammunition as a Cooperative Contract. The contract is intended for purchases made by the Boone County Sheriff's Office.

The contract period runs September 23, 2021 through November 18, 2021.

Payments will be made from the following Department/Account codes:

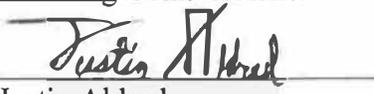
- Department 1251 – GF Sheriff Operations Account 23200 - Ammunition: \$17,500.00
- Department 1255 – GF Detention Operations Account 23200 - Ammunition: \$750.00
- Department 2901-LEST Sheriff Operations Account 23200 - Ammunition: \$18,000.00

Done this 23rd day of September 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

Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: September 21, 2021
RE: Cooperative Contract CC200147002 – State of Missouri Office of Administration contract for Ammunition with Precision Delta Corporation - Term & Supply

Purchasing requests permission to use contract CC200147002 for Ammunition established by the State of Missouri Office of Administration with Precision Delta Corporation of Rulerville, Mississippi as a cooperative contract. The contract is intended for purchases made by the Boone County Sheriff's Office.

The contract period runs September 23, 2021 through November 18, 2021.

Payments will be made from the following Department/Account codes:

- 1251 – GF Sheriff Operations/23200 - Ammunition: \$17,500.00
- 1255 – GF Detention Operations/23200 - Ammunition: \$750.00
- 2901-LEST Sheriff Operations/23200 - Ammunition: \$18,000.00

/lp

c: Contract File

PURCHASE AGREEMENT
for
AMMUNITION – TERM & SUPPLY

THIS AGREEMENT dated the 23rd day of September 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Precision Delta Corporation**, 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 **Ammunition** in compliance with all bid specifications and any addenda issued for the **State of Missouri Contract CC200147002** 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 bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Contract CC200147002, 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 Ammunition consistent with the award terms of contract CC200147002 as priced in Attachment One to this Purchase Agreement.

3. **Contract Period** - The contract period shall start **September 23, 2021 through November 18, 2021**.

4. **Purchase Order** – The County will issue a Purchase Order for any order placed from this contract. As a co-operative agency, the County understands that actual freight charges may apply and be added pursuant to line item 119.

5. **Warranty** – A one-year warranty shall be provided that shall commence after the County's acceptance of the ammunition.

6. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Office at 2121 County Drive, Columbia, Missouri, 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.

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. **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 is 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.

PRECISION DELTA CORPORATION

BOONE COUNTY, MISSOURI

by DocuSigned by:
Patricia Lott
21D5426E12AB455...

by: Boone County Commission

title Vice President

DocuSigned by:
Daniel K. Atwill
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
County Auditor

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.)

1251-23200: \$17,500/ 1255-23200: \$750/ 2901-23200: \$18,000

<u>DocuSigned by: Signature</u>	<u>9/17/2021</u>	<u>Appropriation Account</u>
Signature	Date	Appropriation Account

405-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 23rd day of September 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 Purchasing Departments request to utilize the City of Columbia's Cooperative Contract 9/2021 to purchase fencing repair, maintenance, and installation services from Central Fence, LLC.

This is a county-wide term and supply contract and will have an initial term through August 31, 2022 with four (4) optional one-year renewals.

Done this 23rd day of September 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

absent

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: September 23, 2021
RE: 9/2021- Fencing Repair, Maintenance, and Installation Services - Term and Supply

Purchasing requests permission to utilize the City of Columbia cooperative contract 9/2021 to purchase fencing repair, maintenance, and installation services from Central Fence, LLC.

This is a county-wide term and supply contract and will have an initial term through August 31, 2022 with four (4) optional one-year renewals.

cc: Jeff McCann, Resource Management
Doug Coley, Facilities Maintenance
Greg Edington, Road & Bridge

Bid File

**PURCHASE AGREEMENT
FOR
FENCING REPAIR, MAINTENANCE, AND INSTALLATION SERVICES
TERM AND SUPPLY**

THIS AGREEMENT dated the 23rd day of September 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Central Fence, 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 a term and supply contract for the furnishing of **Fencing Repair, Maintenance, and Installation Services** in compliance with all bid specifications and any addendum issued for the City of Columbia, Request for Quotation number **9/2021** as well as Boone County Standard Terms and Conditions and Insurance Requirements. 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 and the City of Columbia Request for Quotation number **9/2021** shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence **September 1, 2021 through August 31, 2022**. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

5. **Rates and Charges** - Contractor agrees to provide fencing services in accordance with its bid response at the charges specified therein during the contract period. 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 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..

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

8. 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 is 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.

CENTRAL FENCE, LLC

By DocuSigned by:
Tommy Pickering
23F744E142A442C...

Title owner

BOONE COUNTY, MISSOURI

By: Boone County Commission

DocuSigned by:
Daniel K. Atwill
84E3A5E0E557...
Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
7D710EAF99D740D...
County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon
B267E1429FB948C...
County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by:
[Signature]
84244D...
Signature

9/15/2021

Date

County-Wide / Term & Supply

Appropriation Account

40e -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 21

In the County Commission of said county, on the 23rd day of September 20 21

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

Now on this day, the Boone County Commission does hereby adopt and enter into the record, the Proclamation honoring Kathleen Weinschenk.

Done this 23rd day of September 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