

22 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 18th day of January 20 22

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

Now on this day, the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law and issue Conditional Use Permits for Larkin Construction, Inc. This will allow construction of a duplex in the Single Family Residential (R-S) District on Lot 35 of Scottsdale Subdivision located at 2591 S. Casa Circle and allow construction of a duplex on Lot 36 of Scottsdale Subdivision located at 4312 W. Mesa Drive.

Done this 18th day of January 2022.

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

**CONDITIONAL USE PERMIT
BOONE COUNTY, MISSOURI**

PROPERTY OWNER: Larkin Construction, Inc.

ADDRESS: 2591 S Casa Circle

LEGAL DESCRIPTION: Lot 35, Scottsdale Subdivision Block II, Recorded in Plat Book 10 Page 200.

TAX PARCEL: 16-420-20-01-013.00

ZONING: R-S, Single-Family Residential

DATE APPROVED: December 28, 2021

CONDITIONAL USE: Construction of a duplex.

CONDITIONS OF APPROVAL:

1. Prior to issuance of any building permits, the owner must obtain an annexation agreement with the City of Columbia for the purpose of obtaining sanitary sewer service.

VOID DATE: Void if not used for 12-month period.

EXPIRATION DATE: N/A

ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions, shown below, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Resource Management and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above or is discontinued for a continuous period of 12-months. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the Director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by 
Presiding Commissioner

APPROVED:


Director, Boone County Resource Management Department

Dated: 1.18.2022

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

Additional Findings:

The County Commission further finds as fact in support of issuance of this conditional use permit the following to be true:

This facility can be operated such that it will have no impact on the neighborhood, existing utilities, property values or road access.

**CONDITIONAL USE PERMIT
BOONE COUNTY, MISSOURI**

PROPERTY OWNER: Larkin Construction, Inc.

ADDRESS: 4312 W. Mesa Drive

LEGAL DESCRIPTION: Lot 36, Scottsdale Subdivision Block II, Recorded in Plat Book 10 Page 200.

TAX PARCEL: 16-420-20-01-014.00

ZONING: R-S, Single-Family Residential

DATE APPROVED: December 28, 2021

CONDITIONAL USE: Construction of a duplex.

CONDITIONS OF APPROVAL:

1. Prior to issuance of any building permits, the owner must obtain an annexation agreement with the City of Columbia for the purpose of obtaining sanitary sewer service.

VOID DATE: Void if not used for 12-month period.

EXPIRATION DATE: N/A

ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions, shown below, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Resource Management and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above or is discontinued for a continuous period of 12-months. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the Director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by 
Presiding Commissioner

APPROVED:


Director, Boone County Resource Management Department

Dated: 1.18.2022

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

Additional Findings:

The County Commission further finds as fact in support of issuance of this conditional use permit the following to be true:

This facility can be operated such that it will have no impact on the neighborhood, existing utilities, property values or road access.

23 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 18th day of January 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve request for Bid 26-09DEC21 for Fire Extinguisher Inspection & Maintenance Service for the Facilities Maintenance Department, the Road and Bridge Department, and the Sheriff's Office.

The contract for Fire Extinguisher Inspection & Maintenance Service will be awarded to Korsmeyer Fire Protection, LLC of Jefferson City, Missouri as the "lowest and best" bid.

The initial contract period will run from January 01, 2022 through December 31, 2022 and includes three (3) one-year renewal options.

This is a Term and Supply contract that will be used by Facilities Maintenance, the Sheriff's Office, and the Road and Bridge Department. Payments will be made using this coding:

- 2705 – 911/EM Facilities Maintenance Building Maintenance /71100 – Outsourced Services
- 6100 – Facilities Maintenance Building Maintenance/71100 – Outsourced Service
- 1251 – GF Sheriff Operations/60200 – Equipment Repairs/Maintenance
- 1255 – GF Detention Operations/60200 – Equipment Repairs/Maintenance
- 2040 – Road & Bridge Maintenance/23036 – Safety Supplies & Equipment

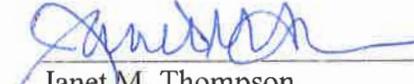
Done this 18th day of January 2022.

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
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: January 11, 2022
RE: RFB 26-09DEC21 – Fire Extinguisher Inspection & Maintenance Service
– Term & Supply

Request for Bid 26-09DEC21 solicited bids for Fire Extinguisher Inspection & Maintenance Service for the Facilities Maintenance Department, the Road and Bridge Department, and the Sheriff's Office. Two bids and two "No Bids" were received.

The contract for Fire Extinguisher Inspection & Maintenance Service will be awarded to Korsmeyer Fire Protection, LLC of Jefferson City, Missouri as the "lowest and best" bid.

The initial contract period will run from January 01, 2022 through December 31, 2022 and includes three (3) one-year renewal options.

This is a Term and Supply contract that will be used by Facilities Maintenance, the Sheriff's Office, and the Road and Bridge Department. Payments will be made using this coding:

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- 1251 – GF Sheriff Operations/60200 – Equipment Repairs/Maintenance
- 1255 – GF Detention Operations/60200 – Equipment Repairs/Maintenance
- 2040 – Road & Bridge Maintenance/23036 – Safety Supplies & Equipment

Attachments: Cost Evaluation & File Memo

/lp

cc: File

**PURCHASE AGREEMENT
FOR
FIRE EXTINGUISHER INSPECTION AND MAINTENANCE SERVICES**

THIS AGREEMENT dated the 18th day of January 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Korsmeyer Fire Protection** 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 **Fire Extinguisher Inspection and Maintenance Services**, County of Boone Request for Bid number **26-09DEC21**, including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor's Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, and Boone County's Standard Terms and Conditions, any applicable RFB addenda, as well as the Contractor's bid response dated **December 09, 2021** executed by **Brandon Korsmeyer**, on behalf of the Contractor, and e-mail clarification dated **12/27/21** from **Brandon Korsmeyer**, 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 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 any applicable RFB addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the **January 01, 2022** and extend through **December 31, 2022** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one year periods** subject to the pricing clauses in the contractor's RFB response and thereafter 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 after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items and services per the bid specifications and responded to on the Vendor's Response and Pricing Page, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County:

Pricing Line Item	Item Description	Estimated Quantity – Assume "1" for every item	Firm, Fixed Total <u>Price Per Each</u> for the Initial Contract Period
ANNUAL MAINTENANCE			UNIT PRICE
4.10.1	ABC Unit		\$3.25
4.10.2	Halotron Unit		\$3.25
4.10.3	CO2		\$3.25
4.10.4	K-Class		\$3.25

4.10.5	Halon	\$3.25
4.10.6	Cleanguard	\$3.25
4.10.7	TOTAL ANNUAL MAINTENANCE	\$19.50

5 YEAR MAINTENANCE – Must be Hydrottested every 5-years or 6-years as Indicated		
4.10.8	K-Class unit - Every 5 Years – Any Size	\$37.00
4.10.9	Halon unit - Every 6 Years – Any Size	\$45.00
4.10.10	Cleanguard unit - Every 6 Years – Any Size	\$38.00
4.10.11	TOTAL 5 YEAR MAINTENANCE	\$120.00

6 YEAR MAINTENANCE		
4.10.12	2lb- 2 ½lb ABC unit. Price must include recharge.	\$14.00
4.10.13	4lb – 6lb ABC unit. Price must include recharge.	\$18.00
4.10.14	10lb ABC unit. Price must include recharge.	\$21.00
4.10.15	13lb – 20lb ABC unit. Price must include recharge.	\$27.00
4.10.16	TOTAL 6 YEAR MAINTENANCE	\$80.00

HYDROTESTING MAINTENANCE OF ABC - Must be Hydrottested every 12-years		
4.10.17	2lb – 2 ½lb ABC unit. Price must include hydrostatic test and recharge.	\$19.00
4.10.18	4lb – 6lb ABC unit. Price must include hydrostatic test and recharge.	\$23.00
4.10.19	10lb ABC unit. Price must include hydrostatic test and recharge.	\$26.00
4.10.20	13lb – 20lb ABC unit. Price must include hydrostatic test and recharge.	\$32.00
4.10.21	TOTAL HYDROTESTING OF ABC EXTINGUISHERS	\$100.00

HYDROTESTING MAINTENANCE OF CO2 - Must be Hydrottested every 5-years		
4.10.22	2 ½ Pound CO2 unit. Price must include hydrostatic test and recharge.	\$NA
4.10.23	5 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$25.00
4.10.24	10 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$28.00
4.10.25	15 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$30.00
4.10.26	20 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$32.00
4.10.27	TOTAL HYDROTESTING OF CO2 EXTINGUISHERS	\$115.00

PURCHASE OF NEW FIRE EXTINGUISHER UNITS			
4.10.28	2 ½ Pound ABC Unit with Vehicle Mounting Bracket	Brand/Model: Amerex B417T	\$36.00
4.10.29	5 Pound ABC Unit with Wall Mount	Brand/Model: Amerex B402	\$48.00

	Bracket		
4.10.30	10 Pound ABC Unit	Brand/Model: Amerex B456	\$72.00
4.10.31	TOTAL PURCHASE OF NEW EXTINGUISHERS		\$156.00
4.10.32	Mark-Up – New Fire Extinguishers Not Priced Above: Quote a firm, fixed mark-up applied to the cost for any new fire extinguisher not identified above: <u>25%</u> mark-up over cost		

REPLACEMENT PARTS - The Bidder shall quote material cost only below for the parts identified:			
4.10.33	Fusible Links		\$10.00
4.10.34	O-rings		\$1.75
4.10.35	Dry Chemical Gauge		\$10.50
4.10.36	Dry Chemical Valve Stem		\$9.00
4.10.37	Wall Bracket		\$2.25
4.10.38	Vehicle Bracket		\$10.50
4.10.39	Operating Lever (Top)		\$7.25
4.10.40	Pull Pin-Stainless Steel		\$1.75
4.10.41	Carry Handle (Bottom Lever)		\$7.25
4.10.42- 4.10.46	Valve Body – Amerex Brand		NA
4.10.47	Hose Nozzle		\$10.50
4.10.48	Screw Nozzle		\$7.75
4.10.49	Valve Stem Assembly-Plastic		\$NA
4.10.50	Valve Stem Assembly-Metal		\$9.00
4.10.51	Hose & Horn Assembly (CO2)		\$28.00
4.10.52	Siphon Tube		\$8.25
4.10.53	TOTAL REPLACEMENT PARTS		\$123.75
	<i>Note: The above parts list is not all inclusive and is not intended to reflect all fire brands of extinguishers. Quote a firm percentage mark-up in the space provided for all other parts for other extinguishers not listed above.</i>		
4.10.54	Other Parts: <u>25%</u> mark-up over cost, firm and fixed		
4.10.55	DISPOSAL: Cost to Dispose of Halon Fire Extinguisher (Firm Price/Each)		\$2.25

ANNUAL/SEMI-ANNUAL INSPECTIONS OF THE FOLLOWING RANGE HOOD ANSUL SYSTEMS			
	Location	Annual Inspection	Semi-Annual Inspection
4.10.56 and 4.10.57	Boone County Jail - Quantity 1	\$69.95	\$69.95
4.10.58 and 4.10.59	Juvenile Justice Center - Quantity 1	\$69.95	\$69.95
4.10.60 and 4.10.61	Reality House Programs - Quantity 1	\$69.95	\$69.95
4.10.62 and 4.10.63	Joint Communications – Emergency Management Center – Quantity 1	\$69.95	\$69.95
4.10.64	TOTAL ANNUAL & SEMI-ANNUAL INSPECTIONS	\$279.80	\$279.80

4. Billing and Payment - All invoicing shall be in accordance with paragraphs 2.21.9.1 through 2.21.9.5 of RFB 26-09DEC21 and **Attachment One** at firm prices quoted in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct invoices within thirty days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid 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. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

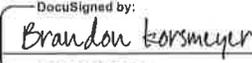
7. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission 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.

KORSMEYER FIRE PROTECTION L.L.C.

BOONE COUNTY, MISSOURI

by  _____
DocuSigned by:
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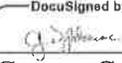
by: Boone County Commission

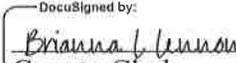
title Senior Project Manager

 _____
DocuSigned by:
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

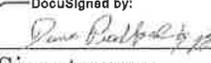
 _____
DocuSigned by:
County Counselor

 _____
DocuSigned by:
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.)

2705/71100; 6100/71100; 1251/60200; 1255/60200; 2040/23036 – Term & Supply

 _____	1/10/2022	
Signature	Date	Appropriation
Account		

24 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 18th day of January 20 22

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

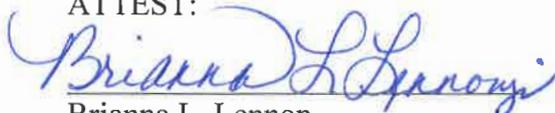
Now on this day, the County Commission of the County of Boone does hereby approve Purchasing's request to use contract HP08-21 – All Hazards Preparedness, Planning, Consulting & Recovery Services with Mission Critical Partners, LLC.

The contract period runs January 18, 2022 through July 31, 2023.

Payments will be made using Department: 2711-Boone County Joint Communication Administration Account: 71101 – Professional Services

Done this 18th day of January 2022.

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: January 11, 2022
RE: Cooperative Contract HP08-21 – All Hazards Preparedness, Planning,
Consulting & Recovery Services for the Boone County Joint
Communications Department

Purchasing requests permission to use contract HP08-21 – All Hazards Preparedness, Planning, Consulting & Recovery Services with Mission Critical Partners, LLC. The contract has been established as a cooperative contract through HGACBuy. The contract provides a staffing analysis study and plan for the Joint Communications Department.

The contract period runs January 18, 2022 through July 31, 2023.

Payments will be made using this coding: 2711-Boone County Joint Communication Administration/71101 – Professional Services: \$59,032.00.

/lp

c: Contract File

**PURCHASE AGREEMENT
FOR
HP08-21 – ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING AND RECOVERY
SERVICES**

THIS AGREEMENT dated the 18th day of January 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Mission Critical Partners, LLC**, herein “Vendor.”

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **All Hazards Preparedness, Planning, Consulting and Recovery Services**, HGACBuy cooperative contract number **HP08-21**, the “Contract for Professional Services between Boone County Joint Communications, Missouri and Mission Critical Partners, LLC” 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 may be permanently maintained in the County Purchasing Office contract file for this agreement if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the HGACBuy cooperative contract **HP08-21**, and Boone County’s 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 provide all services and deliverables as described in the “Contract for Professional Services between Boone County Joint Communications, Missouri and Mission Critical Partners, LLC” that is attached hereto and incorporated into the contract by reference. All services shall be performed to the sole satisfaction of the County and per the requirements and pricing as set forth in said “Contract for Professional Services between Boone County Joint Communications, Missouri and Mission Critical Partners, LLC” for the total, firm and fixed price of **\$59,032.00**.
3. **Delivery** - Vendor shall deliver services described in the “Contract for Professional Services between Boone County Joint Communications, Missouri and Mission Critical Partners, LLC” pursuant to the Timeline therein. As applicable, delivery terms for any tangible items shall be FOB Shipping Point Freight Prepaid and Allowed. Delivery shall be directed to and coordinated with the Boone County Joint Communications Department.
4. **Contract Duration** – This agreement shall commence **January 18, 2022 and extend through July 31, 2023** subject to the provisions of termination specified below.
5. **Billing and Payment** - All billing shall be invoiced to the Boone County Joint Communications Department, 2145 County Drive, Columbia, Missouri 65202. All billings may only include the prices listed in the “Contract for Professional Services between Boone County Joint Communications, Missouri and Mission Critical Partners, LLC.” 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. Invoices must reference Contract **HP08-21** and be itemized in accordance with items listed on the purchase order. The County agrees to pay all invoices for delivered product and as required, product installation, within thirty calendar days of receipt of correct invoice. 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 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.

MISSION CRITICAL PARTNERS, LLC

BOONE COUNTY, MISSOURI

by DocuSigned by:
John L. Spearly
59086D6F15F0476...
title Director of Contract Administration

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. Wynn
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.)

2711/71101: \$59,032.00

DocuSigned by:
June E Pitakford by JF
Signature

1/12/2022
Date

Appropriation Account

25 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 18th day of January 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Intergovernmental Cooperative Agreement between the Boone County Children's Services Board and The Curators of the University of Missouri, on behalf of the MU Institute for Public Policy.

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Intergovernmental Cooperative Agreement.

Done this 18th day of January 2022.

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

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT dated the 18th day of January, 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board, herein "**BCCSB**" and The Curators of the University of Missouri, on behalf of the MU Institute for Public Policy, a governmental entity, hereinafter referred to as "**MU IPP**".

WHEREAS, the BCCSB, in partnership with the MU IPP, County of Boone, Missouri, and Heart of Missouri United Way, desires to purchase professional data consultation, analysis and data representation services;

NOW, THEREFORE, it is hereby agreed by and between the BCCSB and MU IPP as follows.

FUNDING ALLOCATION FOR SERVICES RENDERED BY MU IPP

1. **PURCHASE:** MU IPP agrees to furnish, and BCCSB agrees to purchase the professional services outlined in the Scope of Work as Exhibit A to this agreement.

The total allowable compensation for the Program Services under this agreement shall not exceed \$13,250.00 per year.

2. **DURATION:** This Agreement shall be for a term of one year commencing on January 1, 2022 and ending on December 31, 2022; provided, however, that either party may terminate this agreement upon thirty (30) days written notice as set forth herein.

MU IPP agrees that the BCCSB may at its sole option and with agreement of the MU IPP renew this Agreement for four (4) consecutive one-year terms. Additionally, MU IPP agrees and understands that the BCCSB may require supplemental information to be submitted by MU IPP prior to any renewal of this Agreement.

3. **BILLING and PAYMENT:** MU IPP agrees to invoice the BCCSB for 50% of the renewal amount on or about July 1, 2022 and on or about January 1, 2023 and the BCCSB shall make payment within 30 days following invoice. Should the Agreement be terminated prior to the end of a full six-month period, the amount due and invoiced shall be prorated so payment will only be due for the period in which services were provided.
4. **AVAILABILITY OF FUNDS:** Payments under this Agreement are dependent upon the availability of funds, as determined by the BCCSB. This contract may be terminated if funding becomes unavailable in whole or in part, and the BCCSB shall have no obligation to continue payment following written notification to MU IPP that such funds are no longer available for such purposes.

MODIFICATION

5. **MODIFICATION OR AMENDMENT:** Requests to make any substantive change, modification, or an amendment to the program and services covered by this Agreement must be submitted in writing to the Director of Community Services to share with the BCCSB for approval.

OTHER TERMS OF THIS AGREEMENT

6. **ADMINISTRATION:** The parties agree to the following provisions:
 - a. The administration of the Boone Indicators Dashboard project will be overseen by designees of the BCCSB, County of Boone, and the Heart of Missouri United Way.
 - b. The Boone Indicators Dashboard and the content thereof shall remain in the public. The MU IPP shall facilitate an orderly transition of the Dashboard and its contents to BCCSB, County of Boone, and Heart of Missouri United Way at the time of contract termination. This clause shall not be construed, however, as preventing the MU IPP from using the workproduct for research by the University of Missouri in publications or other contexts.
7. **INDEMNIFICATION:** To the extent permitted by Missouri law, and without waiving sovereign immunity, MU IPP shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the BCCSB harmless from all claims, suits, judgments or damages, including court costs, arising out of the services rendered by MU IPP in the course of the operation of this agreement. It is the responsibility of the MU IPP to identify and maintain insurance or self-funded coverage which shall meet the MU IPP's obligation to indemnify the BCCSB as set out herein. This provision shall survive any termination of the Agreement.
8. **DISCRIMINATION:** MU IPP will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and delivery of services.
9. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** MU IPP agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement the MU IPP shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The MU IPP shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. MU IPP shall require each sub-contractor to affirmatively state in its Agreement with MU IPP that the sub-contractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. MU IPP shall also require each sub-contractor to provide MU IPP with a sworn affidavit under the penalty of perjury attesting to the fact that the sub-contractor's employees are lawfully present in the United States.
10. **FAILURE TO PERFORM/DEFAULT:** MU IPP agrees that if it fails or refuses to perform according to the terms of this Agreement, as determined by the BCCSB, such failure or refusal shall constitute a default hereunder, and the BCCSB will be relieved of any further obligation to make payments to the MU IPP as set out herein.
11. **RECORD RETENTION CLAUSE:** MU IPP shall keep and maintain records relating to this Agreement

sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

12. **CONFLICT OF INTEREST:** MU IPP agrees that any conflict of interest between its board of directors and/or employees and the MU IPP or conflict of interest between MU IPP, its board of directors and/or employees and the BCCSB, shall be appropriately identified and managed. Missouri law, as this term is used herein, shall define "Conflict of Interest".
13. **LITIGATION:** MU IPP hereby certifies there is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against MU IPP or any individual acting on MU IPP's behalf, including sub-contractors, which seek to enjoin or prohibit MU IPP from entering into this Agreement or performing its obligations under this Agreement.
14. **SUBCONTRACTS:** This Agreement shall not be assigned, and no services contained herein shall be subcontracted, by the MU IPP to any persons or entities without the prior written approval of the BCCSB. Any sub-contractor or assignee shall be subject to all conditions and requirements of this Agreement.
15. **TERMINATION:** This contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, this agreement may be terminated by the BCCSB upon 15 days' advance written notice for any of the following reasons or under any of the following circumstances:
 - a. The BCCSB may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. The BCCSB may terminate this agreement if key personnel providing services are changed such that in the opinion of the BCCSB delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of BCCSB, or
 - c. The BCCSB may terminate this agreement should MU IPP fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or
 - d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of termination MU IPP shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. BCCSB shall reimburse MU IPP for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this agreement.

16. **AUTHORIZED REPRESENTATIVES:** The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement.
17. **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.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties and

supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

19. NOTICE: Any written notice or communication to the BCCSB shall be mailed or delivered to:

Boone County Community Services Department
605 E. Walnut, Ste. A
Columbia, MO 65201

Any written notice or communication to MU IPP shall be mailed or delivered to:

The Curators of the University of Missouri, on behalf of the MU Institute for Public Policy
Office of Sponsored Programs
601 Turner Avenue
Turner Avenue Garage – Room 201
Columbia, MO 65211-0001

[SIGNATURES ON FOLLOWING PAGE]

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

The Curators of the University of Missouri on behalf of the MU Institute for Public Policy

By: Hannah Clappitt
Signature

Pre-Award Manager

By: _____
Printed Name/ Title

Boone County, Missouri

By: Boone County Commission

By: Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

By: Boone County Children's Services Board

By: Les Wagner
Les Wagner, Board Chair

APPROVED AS TO FORM:

By: _____
County Counselor

ATTEST:

By: Brianna Lennon
Brianna 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.)

By: [Signature] 1/10/2022 (1420/71101/\$13,250.00)
Signature Date Appropriation Account

An Affirmative Action/Equal Opportunity Employer

Exhibit A



Boone Indicators Dashboard 2022 Scope of Work

Background

The purpose of this document is to outline the scope of work for the Boone Indicators Dashboard (BID), a joint project of the Curators of University of Missouri, on behalf of the Missouri Institute of Public Policy (MU-IPP) and the City of Columbia, on behalf of its Columbia/Boone County Department of Public Health and Human Services (City), County of Boone on behalf of its Boone County Community Services Department (County), and Heart of Missouri United Way (HMUW).

Project Services

The current implementation of BID, including the associated database, web interface, and website (<http://booneindicators.org>), will be utilized in performing the services contemplated herein.

Service	Activities	Outputs
Boone Indicators Dashboard Maintenance	Coordination	<ul style="list-style-type: none"> Provide overall project coordination Organize, host, and facilitate monthly project meetings
	Consultation	<ul style="list-style-type: none"> Provide consultation regarding the selection and use of data indicators
	Ongoing review and update of data indicators and representations in dashboard	<ul style="list-style-type: none"> Data indicators reviewed and updated on an ongoing basis Representations of data indicators updated (graphs will be static for maximum quality) Representations of data indicators will display margins of error for relevant indicators
	Maintain indicator database	<ul style="list-style-type: none"> Database functionality including proper data storage and management Data updated in database
	Maintain web-based dashboard interface	<ul style="list-style-type: none"> Functional web interface for dashboard based on agreed upon specifications

Project Budget

Project costs will be shared equally by the four project partners, resulting in an estimated annual cost of \$13,250.00 per partner. The City, County, and HMUW will enter professional service agreements with MU-IPP for the project services. MU-IPP's portion of the shared costs will be provided in-kind.

Project Period

The project service period is anticipated to be January 1 – December 31, 2022, with the option to renew the agreement for project services for four (4), one (1) year terms.

26 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 18th day of January 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza and the Boone County Government Center Chambers by Prime Timers Mid Missouri on January 22, 2022 from 12:45PM until 4:15PM. This approval is contingent upon adherence to the current health order. The Commission's approval of the use of the interior of the Government Center, specifically the Commission Chambers, is conditioned upon the inside use being consistent with the then applicable building use policies set forth by the Commission in light of the COVID-19 pandemic and local health orders.

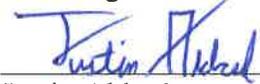
Done this 18th day of January 2022.

ATTEST:

Brianna L. Lennon
Clerk of the County Commission



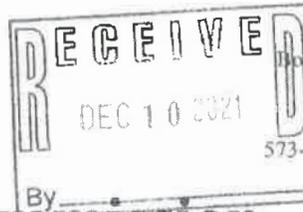
Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Prime Timers Mid Missouri

Address: 2000 East Broadway Suite 282

City: Columbia State: MO ZIP Code: 65201-6901

Phone: (660) 596-6294 Website: primetimersmidmissouri.com

Individual Requesting Use: J.C. Hellemegeer Position in Organization: Secretary

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic *(we're flexible on the room)*

Event: Monthly meeting and carry in lunch

Description of Use (ex. Speaker, meeting, reception): Meeting and lunch

Date(s) of Use: January 22, 2022

Start Time of Setup: 12:45 AM/PM Start Time of Event: 1:00 AM/PM

End Time of Event: 4:00 AM/PM End Time of Cleanup: 4:15 AM/PM

(we are flexible on the time)

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: J.C. Hellemegeer / Secretary

Phone Number: (573) 489-8757 Date of Application: 1-6-22

Email Address: bippie@hotmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Brianna L. Lennon
County Clerk

BOONE COUNTY, MISSOURI

Daniel K. Atwill
County Commissioner

DATE: 1.18.2022