

198-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 23

In the County Commission of said county, on the 27th day of April 20 23

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

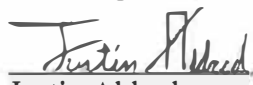
Now on this day, the County Commission of the County of Boone does hereby enter into the record, a Proclamation in Remembrance on the 100th Anniversary of the Lynching of James T. Scott.

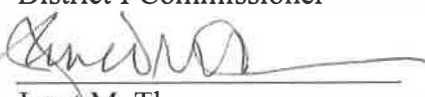
Done this 27th day of April 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

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April Session of the April Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the

27th

day of

April

20 23


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

Now on this day, the County Commission of the County of Boone does hereby approve an Agreement with 22nd Century Technologies, Inc., for Temporary Employment Services – Project-Based IT Consulting Services QVL.

The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

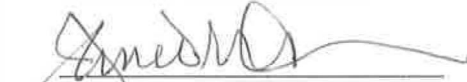
Done this 27th day of April 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Gerskin
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Gerskin
DATE: April 19, 2023
RE: Cooperative Contract: State of Missouri Contract #CT220454002 –
Temporary Employment Services – Project-Based IT Consulting Services
QVL

Human Resources requests permission to utilize the State of Missouri's cooperative contract *CT220454002 – Temporary Employment Services – Project-Based IT Consulting Services QVL* with 22nd Century Technologies Inc. This is term and supply contract C000626.

cc: Sharry Charest, HR
Contract File

**PURCHASE AGREEMENT FOR
TEMPORARY EMPLOYMENT SERVICES
PROJECT-BASED INFORMATION TECHNOLOGY CONSULTING SERVICES QVL**

THIS AGREEMENT, C000626 dated the 27th day of April 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **22nd Century Technologies, 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 a Term and Supply contract for **Temporary Employee Services - Project-Based Information Technology Consulting Services QVL** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract **CT220454002**, Work Authorization Certification, Boone County Insurance Requirements, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents that 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 and/or the State of Missouri bid file for this bid if not attached. In the event of a conflict between any of the foregoing documents, this Purchase Agreement, Boone County Insurance Requirements, Boone County Standard Terms and Conditions, and the State of Missouri Contract **CT220454002** 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 Temporary Employee Services on an as-needed basis.

3. **Contract Duration** - This agreement shall commence on the **date of the award and extend through June 30, 2024**, subject to the provisions for termination specified below. Contract subject to renewal for **Three (3) additional one-year periods**. Pricing is firm through the end of the final renewal period.

4. **Billing and Payment** - All billing shall be invoiced to the respective ordering Boone County Office / Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all monthly statements 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 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.
- d. Or other just cause so deemed by the County.

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

22ND CENTURY TECHNOLOGIES, INC.

BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:

 A4E74670AADF4F3...
 by _____
 Contracts Manager
 title _____

DocuSigned by:

 57400BED96434D4...

 Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

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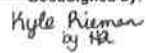
 County Counselor

DocuSigned by:

 D267E242BFB948C...

 Brianna Lennon, 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:  FB91DB24AAAC49D	4/20/2023	County-Wide Term & Supply
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 23

In the County Commission of said county, on the 27th day of April 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve Sole Source Request Form #167-123123SS for Environmental Research Systems Inc. (ESRI) Software Subscriptions from Environmental Research Systems Inc. (ESRI) of Los Angeles, California.

Payments will be paid using this Department/Object coding with budgeted amounts:

- 1176 - General Fund IT GIS/91302 - Computer Software: \$27,213.00
- 2708-911/Emergency IT Hardware & Software/91302 -Computer Software: \$47,894.00
- 2012-ASR IT Hardware & Software/91302 – Computer Software: \$18,505.00
- 2083-Road & Bridge IT Hardware & Software/91302 – Computer Software: \$13,062.00
- 1172-General Fund IT Hardware & Software/91302 – Computer Software: \$2,172.00

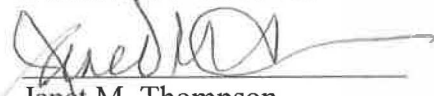
Done this 27th day of April 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
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: April 18, 2023
RE: Award of Contract C000610 from Sole Source 167-123123SS – ESRI
Small Government Enterprise Subscription for the Boone County IT
Department, GIS Program

Purchasing requests approval for the award of Contract C000610 which is based on Sole Source 167-123123SS which was approved by the Boone County Commission on March 30, 2023 via Commission Order 139-2023.

Contract C00061 purchases the County's annual subscription for ESRI software and support that is crucial to the work of several County departments. As previously presented in the sole source approval memo, ESRI's ArcGIS software is used by several County departments to maintain land-based parcel data, subscriptions, road infrastructure, addresses, location of offenders, surface water monitoring, County vehicle locations, and many other similar functions. This software is also a supporting system for the Boone County Joint Communications CAD/911 System, the Assessor's Office's Computer Assisted Mass Appraisal System, the Resource Management Department's Asset Management System, and the Emergency Management Department's Emergency Management Solution.

Payments will be paid using this Department/Object coding with budgeted amounts:

- 1176 - General Fund IT GIS/70100 - Software Subscriptions: \$27,213.00
 - 2708-911/Emergency IT Hardware & Software/70100 - Software Subscriptions: \$47,894.00
 - 2012-ASR IT Hardware & Software/70100 – Software Subscriptions: \$18,505.00
 - 2083-Road & Bridge IT Hardware & Software/70100 – Software Subscriptions: \$13,062.00
 - 1172-General Fund IT Hardware & Software/70100 – Software Subscriptions: \$2,172.00
- /lp

c: Contract File

**PURCHASE AGREEMENT
FOR
ESRI SMALL GOVERNMENT ENTERPRISE SUBSCRIPTION**

THIS AGREEMENT, County Contract **C000610**, awarded for Sole Source **167-123123SS**, dated the 27th day of April 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Environment Systems Research Institute, 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 be for the Esri Small Government Enterprise Annual subscription and incorporate Esri Quotation number Q-467595 dated February 09, 2023 incorporated into the contract as **Attachment One**, the Esri Small Enterprise Agreement, County and Municipality Government, document number 00318616.0 incorporated into the contract as **Attachment Two**, the Esri Master Agreement Product and Services Agreement document number 00318842.0 incorporated into the contract as **Attachment Four**, and Boone County's Standard Terms and Conditions incorporated into the contract as **Attachment Three**. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the quote response may be permanently maintained in the County Purchasing Office file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County's Standard Terms and Conditions shall prevail and control over the vendor's quote response and Master Agreement Product and Services. All transactions under the Purchase Agreement must reference the contract number referenced above.

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

Quote Q-467595

Qty	Material#	Term	Unit Price	Total
1	168180	Year 1: Esri Small Government Enterprise Agreement – Annual Subscription	\$62,500.00	\$62,500.00
1	168180	Year 2: Esri Small Government Enterprise Agreement – Annual Subscription	\$72,500.00	\$72,500.00
1	168180	Year 3: Esri Small Government Enterprise Agreement – Annual Subscription	\$82,500.00	\$82,500.00
1	***	Shipping/Handling	\$0.00	\$0.00
			Sub Total	\$217,500.00
			Grand Total	\$217,500.00

3. **Billing and Payment** - All billing shall be invoiced to the **Boone County Information Technology Department**, 801 E. Walnut Street, Room 220, Columbia, Missouri 65201-4890. Billings may only include the prices listed in the vendor's quote response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's quote 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.

4. **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 in writing by the Boone County Purchasing Office using the same formality as this agreement.

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.

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.**

by  _____
DocuSigned by:
8ED05CDF876E469...
title Manager, International Contracts

BOONE COUNTY, MISSOURI

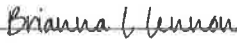
by: Boone County Commission

 _____
DocuSigned by:
57400BED96434D4...
Presiding Commissioner

APPROVED AS TO FORM:

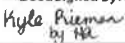
 _____
DocuSigned by:
7D71DEAEB9D74DD...
County Counselor

ATTEST:

 _____
DocuSigned by:
D267E242BF948C...
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.)

1176/70100; 2708/70100; 2012/70100; 2083/70100; 1172/70100: \$62,500.00

 _____
DocuSigned by:
EB91DB24AAAC49D...
Signature

4/17/2023

Date

Appropriation Account