296-2023

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 3

County of Boone

In the County Commission of said county, on the

29th

day of

June

23

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 Outdoor Warning Siren Agreement Placements.

- 1. City of Columbia Gans Creek Road
- 2. Boone County Fire Protection District Station #8 Route K

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 29th day of June 2023.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

District I Commissioner

Janet M. Thompson

District II Commissioner

OUTDOOR WARNING SIREN PLACEMENT AGREEMENT

Boone County, Missouri, on behalf of its Office of Emergency Management (County), and Boone County Fire Protection District of Boone County, MO. (Fire District) enter this agreement effective upon execution by both parties of countersigned documents.

The parties agree as follows:

- 1. Use of Site. During the Term hereof, Fire District shall allow County to install and maintain, at County's expense, a warning siren with supporting infrastructure (the Equipment), in the location described by the red triangle on the attached Exhibit A. County shall at all times have the unrestricted right to enter or leave the warning siren site with full and complete access to its Equipment on a 24-hour per day, seven days per week basis, and will maintain the equipment in good working condition. All County employees working on the site shall be insured at all times.
- **2. Site License Fee.** District waives any site license fee, as Fire District's cooperation with County is in furtherance of public safety.
- 3. Term. The term of this agreement shall be five (5) years, commencing on the same terms as provided in this agreement, unless earlier terminated by either party by written notice to the other party pursuant to paragraph 4, following.
- 4. Termination and Cancellation.
 - a. Termination for Convenience: The initial term and any renewal terms shall all end on December 31, with the initial five-year term ending on December 31, 2028. This agreement may be terminated by either party giving written termination notice to the other party at least one hundred twenty (120) days before the end of any such term.
 - **b. Termination for Funding:** This license may be terminated at any time if County does not appropriate sufficient funding for the purposes of this Agreement during County's annual budget process.
- **5. Removal of Equipment.** Unless otherwise mutually agreed by the parties, County shall remove all of the Equipment prior to the end of the Term and shall leave the sites in substantially the same condition that existed as of the date of this Agreement, except for ordinary wear and tear and occurrences for which County is not responsible hereunder.
- **6. Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
- **7. Electrical Service.** County agrees to furnish and pay for the electric service to operate all the equipment, such cost and expense to be considered part of the waived License Fee.

- 8. Notices. Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery, or certified mail (return-receipt requested) in a sealed envelope, postage prepaid, and addressed as follows:
 - a. If to the Fire District:
 Fire District, Chief
 - 2201 Interstate 70 Drive Northwest, Columbia, Missouri 65202.
 - b. If to the County:Emergency Management Director,2145 E. County Dr. Columbia, Missouri 65202.
- **9. Waiver.** Failure or delay on the part of either party to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.
- **10. Prior Negotiations.** This License constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede all prior offers, negotiations, and agreements.
- **11. Amendment.** No amendment of this Agreement shall be valid unless made in writing and signed by duly authorized officers or representatives of County and Fire District.
- **12. Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Missouri.

SO AGREED:

IN WITNESS WHEREOF, the parties have executed this license as of the 29th day of June 12023.

Boone County Fire Protection District of Boone County, Missouri
Title John Sam Williamson, Chairmen
Title John Sam Williamson, Chairman
Shawa & Schnieders, Acting Secretary
Title Shauha R Schnieders, Acting Secretary
Boone County, Missouri
(By and through its County Commission):
BY:
Kip Kendrick Presiding Commissioner
Brana Gernoni
Brianna L. Lennon, County Clerk
Approved as to legal form:
Gl Rober
Charles 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 there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

| Contract | Contract

AGREEMENT FOR THE PLACEMENT OF AN EMERGENCY SIREN IN GANS CREEK RECREATION AREA

THIS AGREEMENT, between Boone County, Missouri, on behalf of its Office of Emergency Management ("County"), and the City of Columbia, Missouri, ("City") is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and County are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

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, County desires to place a pole with an emergency siren in Gans Creek Recreation Area ("Park") in order to provide better emergency warning services to the community;

WHEREAS, City owns the Park and supports County's efforts in providing emergency management for the City and County.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

- 1. City agrees to allow the County to install a pole with a warning siren and supporting infrastructure (hereinafter, collectively "Warning System") in the Park at the location agreed to by the Parties. County shall install and maintain the Warning System at County's sole expense. The Warning System shall be installed at the location shown on the map which has been marked "Exhibit A" and is attached to and made a part of this Agreement. County shall promptly repair any damage caused by the installation of the Warning System and shall be solely responsible for the ongoing maintenance of the Warning System. County shall keep the Warning System in good repair. Should the City determine it necessary that the Warning System be moved or relocated, County shall move the Warning System at its sole expense.
- 2. The term of this Agreement shall be one year from the Effective Date. Thereafter, the Agreement shall automatically renew for successive terms of one year, unless the Agreement is cancelled by either party with thirty (30) days prior written notice.
- 3. Upon termination of the Agreement, the Emergency System shall be removed by the County at the County's sole expense. The County shall promptly repair any damage caused by the removal of the Warning System and shall restore the original contour of the land.
- 4. City shall not be responsible for any damage done to the Warning System as a result of park maintenance operations or for damage resulting from any other cause.

- 5. <u>No Assignment</u>. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
- 6. <u>No Third-Party Beneficiary.</u> No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
- 7. <u>Amendment.</u> No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 8. Governing Law and Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
- 9. <u>General Laws</u>. The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
- 10. No Waiver of Immunities. 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.
- 11. The Contract Documents include this Agreement and the following attachments or exhibits, which are incorporated herein by reference:

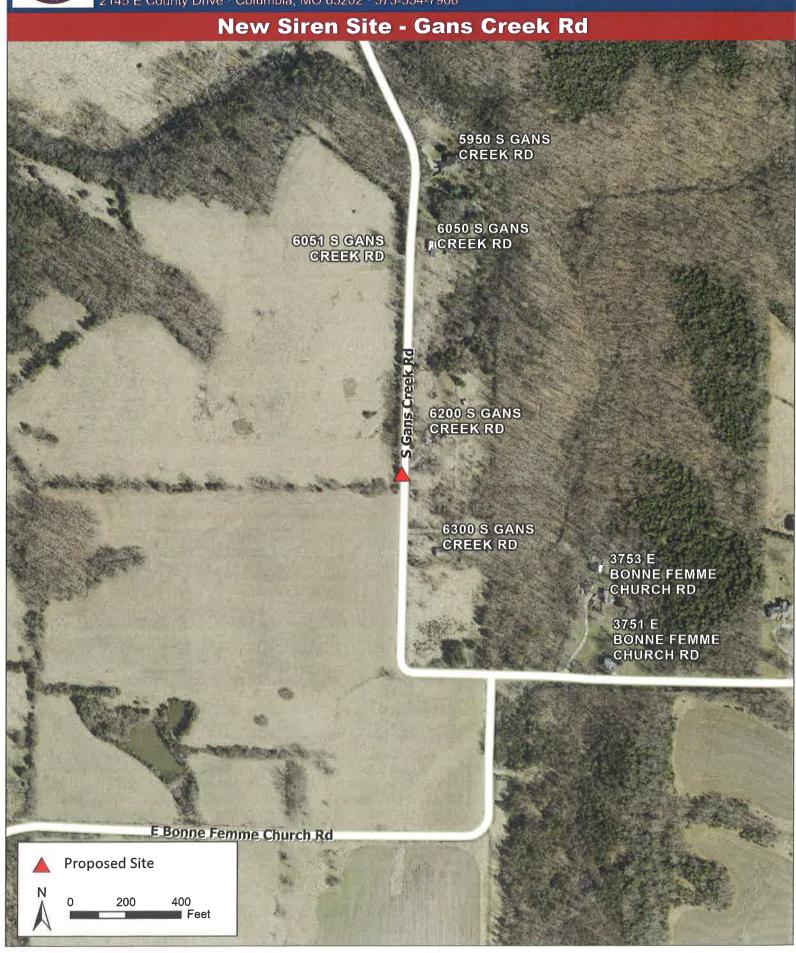
Exhibit A Description Map

12. Entire Agreement. This Agreement represents the entire and integrated Agreement between County and City relative to the Warning System described herein. All previous or contemporaneous agreements, representations, promises and conditions relating to the Warning System described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES year written below.	have hereunto set their hands and seals the day and
y	CITY OF COLUMBIA, MISSOURI
	By: De'Carlon Seewood, City Manager
	Date: 7-8-23
ATTEST:	
Sheela Amin, City Clerk	
APPROVED AS TO FORM:	
Name Thompson, City Counselor	
	BOONE COUNTY, MISSOURI
	By: Kendrick, Presiding Commissioner
	Tu Du
	By:
	By: Mile W.
	Janet M. Thompson, District II Commissioner
	Date: (6/29/1028)
ATTEST: Brianna Lennon, County Clerk	
Date: 6/29/2023	CERTIFICATION: I certify that this contract is within the
	purpose of the appropriation to which it is to be charged and there is an unapprumbated
APPROVED AS TO FORM:	balance of such appropriation sufficient to pay the costs arising from this contract. Kyle Rieman @ 6-21-23
(X Yhlam	Auditor Date





297-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 203

County of Boone

S ea.

In the County Commission of said county, on the

29th

day of

June

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 the award Sole Source 169-123123SS for DocPath Software Subscriptions from DocPath Corporation of Suwanee, Georgia for the Boone County Information Technology Department.

Done this 29th day of June 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 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:

June 27, 2023

RE:

Single Feasible Source Approval of #169-123123SS for DocPath Software Subscriptions for the Boone

County Information Technology Department

Attached for signature and approval is Sole Source Request Form #169-123123SS for DocPath Software Subscriptions from DocPath Corporation of Suwanee, Georgia. The Purchasing Department requests approval of Single Feasible Source 169-123123SS that is being established on behalf of the Boone County Information Technology Department. The sole source form is attached for Commission approval.

The County previously approved Sole Source 146-123119SS for DocPath software for version 5.5 via Commission Order 213-2019 dated 05/21/2019. This new sole source is for version 6. This is document technology software the County uses to create County forms such as tax bills and personal property tax declarations. The purchase includes the license with on-going support and maintenance.

The single feasible source has been advertised in both the Missourian and the Columbia Tribune. No other vendors have come forth to indicate that they are able to provide it.

A contract will be written based on this Sole Source and presented for Commission approval at a later date. Payments will be paid using this Department/Object coding with budgeted amounts:

1172-General Fund IT Hardware & Software/70050 –Software Services Contract; \$5,500.00

/lp

cc: Contract File

James Barnes - IT

Commission Order:	

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB Director of Purchasing



613 E. Ash, Rm 110 Columbia, MO 65201 Phone: (573) 886-4391 Fax: (573) 886-4390

	SOLE SOURCE/NO SUBSTITUTE FACT SHEET
Originating Office	IT
Person Requesting	James Barnes
Date Requested	5/30/2023
Contact Phone Number	
UPON COMPLETION O	F THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.
PURCHASING DEPARTM	MENT APPROVAL: Signature Date Date
SOLE SOURCE NUMBER	169-123123SS (Assigned by Parchasing)
COMMISSION APPROVA	AL: $\frac{le/29/2s23}{Date}$
Five Years 2023-2028	One Time Purchase (check)
Vendor Name	DocPath Corporation
Vendor Address	4485 Tench Road, Ste. 2511, Suwanee, GA, 30024-6746
Vendor Phone and	Fax 678-714-4300
Product Description	Document software
Estimated Cost	\$15,000 - \$24,900
Department/Accoud #(s) / Amt. Bugeted	

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- 1. Please check the reason(s) for this sole request:
 - √ Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - ☐ Immediate purchase necessary to correct situation threatening life/property
 - ☐ Lease Purchase Exercise purchase option on lease
 - Medical device or supply specified by physician
 - Used Equipment Within price set by one/two appraisal(s) by disinterested party(ies)
 - □ Other List (attach additional sheets if necessary)

Commission Order: 2972023

2. Briefly describe the commodity/material you are requesting and its function.

This is document technology software. IT requires the license, support, and on-going maintenance. The software will assist IT programming with County forms creation such as tax bills and personal property declarations.

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.

DocPath is the only source for the license and maintenance for the DocPath software, see attached letter dated X.

4. What research has been done to verify this vendor as the only known source?

Recent advertising in the Missourian and Columbia Daily Tribune, and the attached letter dated X.

- 5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 - ☐ Yes (please attach a list of known sources)

√ No

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.

The County has used DocPath software (at least since 2019) and requires continuity for forms management.

- 7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
- 8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).

See Sole Source 146-123119SS

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.

See Sole Source 146-123119SS

10. What are the consequences of not securing this specific commodity/material?

The County has purchased Version 5 (v.5) of the DocPath software and needs an upgrade to Version 6 (v.6). The previous Sole Source has expired, and I thought it best to do a new Sole Source for the new version because it involves additional migration services that were not part of the previous Sole Source.

List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

Commission Order: 297-2023

11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

On-going for maintenance and support after the upgrade and purchase of v.6 – five (5) years and then re-test the market with a new Sole Source if the County IT Department still believes this product best meets its document needs.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 203

County of Boone

ea.

29th

day of

June

20 23

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve the Budget Revision for Department 6106 to replace a stolen trailer.

Done this 29th day of June 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, MISSOURI REQUEST FOR BUDGET REVISION

FFECTIVE	6/22/23 DATE	•		FOR AUDIT	ORS USE
Dept Ac	count	Fund/Dept Name	Account Name	(Use whole \$ Transfer From Decrease	amounts) Transfer To Increase
6106 93	2300	FM Insurance Activity	Replacment Machinery & Equip		4.418
6106 7	1008	FM Insurance Activity	General Liability Ins	2,817	
6106 7	1018	FM Insurance Activity	Other Claims Deductible	1,601	
				4,418	4,418
emainder of thinsurance Repla ot including on	s year a acemen this rev	ind subsequent years. t of stolen trailer, Insura	get Revision. Please address any (Use an attachment if necessary): ance Proceeds from MOPERM was am Insurance premiums and unuse	budgetary impact fo	or the
			VTRAILER		
o you anticipa not, please ex	te that t plain (u	his Budget Revision wil se an attachment if ned	,		r NO
			0 10 1100	sthar	
Red	uesting	Official	rrepared By Hec	a cto	~
C C C		, , , , , , , , , , , , , , , , , , , ,	Prepared By Hed IPLETED BY AUDITOR'S OFFICE Budget Revisions/Amendments is	Ē	************



2023002829

06/21/2023 06/30/2023 VENDOR DATE VENDOR DUE DATE

BOONE COUNTY, MISSOURI

TRANS: 2023 002829 PAYMENT TYPE: ACH

Che	ck Routing Instructions

016550 VENDOR NO.

CSH TRAILERS
VENDOR NAME

<\$12.000

BID NUMBER

60	× .		2					
N	50	×	9	e	3	e	5	×

HBR tofollow = INSUFFICIENT BUDGET

RECEIVED

JUN 2 2 2023

* = INSUFFICIENT BUDGET					
Fund / Dept	Account	Invoice Number	Customer Account Number	DITOR Amount	
6106	92300	03042023	COUNTY OF BOONE INSURANCE REPLACEMENT TRAILER	4418.00	
-					
			GRAND TOTAL :	4418.00	

I certify that the goods, services orcharges above specified are necessary for the use of the department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Omoin	0			
Approving Official		Approving Official	Approving Official	
am				
Prepared By	FMJODY	County Commission Approval PAGE 001 OF 001	Auditor Approval	

CSH TRAILERS

1819 HWY 63 20 CR 511

WESTPHALIA MO 65085

573-455-2998

DOOLITTLE, DELTA, KODIAK TaraSPORT, TRAIL-EZE BRADFORD BUILT, PARKHURST

STOCK, CARGO, TILTS, DUMPS FLATBEDS, UTILITIES, HEAVY DUTY TRUCK BEDS

INVOICE

OUOTE DATE: ORDER DATE:

CUSTOMER COUNTY OF BOONE

DELIVERY DATE: 3-4-23

ADDRESS 613 E ASH ST

COST: \$4418 TRADE: \$ BALANCE: \$ COLUMBIA MO 65201

PHONE: 573-808-4875

SIZE: 84"X 18'

TYPE: DOOLLITLE FRAME: ANGLE

WHEELS: 15" SILVER

BEDRAILS: 24 " CENTERS

TIRES: 15"

AXLES:

2 3,500 LB

COLOR: BLACK

BRAKES: ELECTRIC I AXLE

LIGHTS: STD

DOVETAIL: NO

PLUG: RV

COUPLER: 25'16"

FENDERS: STD

RAMPS: GATE

JACK: 7K

FLOOR: CCA

PRIMED: YUS

5' LANDSCAPE SIDE GATE

SERIAL NO: IDGRS1822PM063655

SIGNATURES:

CUSTOMER:

DEALER: __STAN HECKMAN

SUBLSCR BOONE SUBSIDIARY LEI	OGER INQUIRY MAIN SCREEN 6/22/23 15:57:21
Year <u>2023</u>	Original Appropriation 8,250.00
Dept 6106 FM INSURANCE ACTIVITY	Revisions
Acct 71008 GENERAL LIABILITY INS	Original + Revisions 8,250.00
Fund 610 FACILITIES & GROUNDS	Expenditures 5,432.70
	Encumbrances
Class/Account A ACCOUNT	Actual To Date 5,432.70
Account Type <u>E</u> EXPENSE	Remaining Balance 2,817.30
Normal Balance D DEBIT	Shadow Balance 2,817.30
Expend	ditures by Period
January	July
February5,432.70	August
March	September
April	October
May	November
Juna	December

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

SUBLSCR BOONE SUBSIDIARY LEDGER I	NQUIRY MAIN SCREEN	6/22/23 15:56:25
Year <u>2023</u>	Original Appropriation	5,000.00
Dept 6106 FM INSURANCE ACTIVITY	Revisions	
Acct 71018 OTHER CLAIMS DEDUCTIBLE	Original + Revisions	5,000.00
Fund 610 FACILITIES & GROUNDS	Expenditures	
	Encumbrances	<u> </u>
Class/Account A ACCOUNT	Actual To Date	
Account Type <u>E EXPENSE</u>	Remaining Balance	5,000.00
Normal Balance <u>D DEBIT</u>	Shadow Balance	5,000.00
Expenditure	s by Period	
January	July	4.004
February	August	
March	September	
April	October	
May	November	
June	December	

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

SUBLACE BOONE SUBSIDIARY LED	GER INQUIRY MAIN SCREEN 6	/22/23 15:57:27
Year <u>2023</u>	Original Appropriation	
Dept 6106 FM INSURANCE ACTIVITY	Revisions	
Acct 70000 CONTRACTUAL SERVICES	Original + Revisions	33,100.00
Fund 610 FACILITIES & GROUNDS	Expenditures	17,884.70
	Encumbrances	1 1000
Class/Account C CLASS	Actual To Date	17,884.70
Account Type <u>E EXPENSE</u>	Remaining Balance	15,215.30
Normal Balance D DEBIT	Shadow Balance	15,215.30
Expend	itures by Period	
January	July	
February17,884.70_	August	
March	September	
April	October	
May	November	
June	December	

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

SUBLS	CR BOONE SUBSIDIARY LEDGER	R INQUIRY MAIN SCREEN	6/22/	23 16:05:36
Year	2023	Estimated Reve	enue	
Dept	6106 FM INSURANCE ACTIVITY	Revis	ions	
Acct .	3945 INSURANCE RECOVERIES/PROCE	EEDS Original + Revis	ions	
Fund	610 FACILITIES & GROUNDS	Reve	nues	
Accou	/Account A ACCOUNT nt Type R REVENUE 1 Balance C CREDIT	Actual To Remaining Bal		
Trans	action Code Effective Da	ate Proce	ss Date _	
Code	Effective Description	Orig Docu	ment Am	ount
40	1/01/2023 REVJE A22-413 2022	REV ACCRUAL A 2023	81	1,675.00-
30	2/15/2023 2022VEHCM31-47811	2023	490	1,675.00

Bottom

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