

347-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 23

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of

August

20 23

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

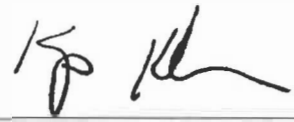
Now on this day, the County Commission of the County of Boone does hereby approve the Outdoor Warning Siren Placement Agreement – State of Missouri Katy Trail State Park.


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


Done this 10th day of August 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

**MEMORANDUM OF UNDERSTANDING
AND
CONSTRUCTION AGREEMENT
BETWEEN**

**Missouri Department of Natural Resources, Division of State Parks
and
Boone County, Missouri**

FOR WARNING SIREN PROJECT

THIS AGREEMENT, entered this 10th day of August, 2023, by and between the Missouri Department of Natural Resources, Division of State Parks (Department), and agency of the State of Missouri; and Boone County, 801 East Walnut Street, Room 333, Columbia, MO 65201-7732 (Boone County).

WHEREAS, the Department, pursuant to its authority in Section 640.010(3), RSMo, administers and operates the Division of State Parks, and the Division of State Parks manages Katy Trail State Park (Trail), situated in Boone County, Missouri; and

WHEREAS, Boone County would like to situate one pole-mounted warning siren, a Federal Signal's Modulator Speaker Array: Model 2001 Series Siren, at a designated area within the boundaries of Department owned property commonly known as Katy Trail State Park (Trail) at its cost, and to retain ownership and maintenance responsibility for said siren (Project)(cost estimate \$30k); and

WHEREAS, installation of the Project will enhance public safety for patrons of the Trail and in the surrounding area, and the Department agrees to grant access to Boone County for such installation and maintenance; and

WHEREAS, the State of Missouri Office of Administration, Division of Facilities Management Design and Construction has approved this Project per its authorization, attached, dated May 15, 2023; and

NOW, WHEREFORE, in consideration of, and reliance on, the offer from Boone County to provide funding for the Project, the Department will work with Boone County to implement the Project. It is the intent of all parties to be legally bound by this Memorandum of Understanding and Construction Agreement (Agreement).

1. Boone County shall provide payment directly to the construction contractor to offset the cost of the Project and shall promptly pay invoices for services rendered in connection with the Project.

2. The Department hereby grants Boone County and its designees, and all successors and assigns, temporary access to the areas of the Trail necessary for ingress and egress and to install and maintain of the pole-mounted warning siren from the date of the signing of this Agreement, until terminated by either party upon 30 days advance, written notice.

3. Boone County will undertake all contracting and oversight necessary for materials and labor for the performance of work in accordance with the terms and conditions herein to install a pole-mounted warning siren at the Trail, anticipated to be sited between Easley River Road and the trail as noted on the attached Exhibit A. Boone County must conduct such work, including location of supporting utilities, in coordination with on-site Department personnel and project managers. The Department reserves the right, if necessary, to require Boone County to relocate the siren, or to remove the siren if the Agreement is terminated.

Any approval of contracts, sub-contracts, material or service orders, or any other obligation by Boone County or designee shall not be deemed an obligation by the Department, and the Department shall not be responsible for fulfillment of the obligations of Boone County.

4. Boone County shall remain responsible to test and maintain the warning siren installed, and the Department shall grant an easement including legal description for access to Boone County and its designee, and all successors and assigns for this purpose in accordance with the terms and conditions of this Agreement.

5. Boone County has arranged for funding for the work described herein, and acknowledges that the Department has no payment obligations pursuant to this Agreement.

6. The parties anticipate Boone County will sound the siren in the following circumstances, and will communicate in advance with each other if additional or different needs arise. Outdoor warning sirens will be activated in the following circumstances:

- a. When a Tornado Warning has been issued by the National Weather Service for areas within Boone County.
- b. When reliable information has been received advising extensive storm damage is occurring and/or a tornado or funnel cloud has been spotted which could threaten the county.
- c. When the Emergency Communications Center Director orders the activation.
- d. When completing routine testing during the first Wednesday of each month.

7. The pole-mounted siren shall remain the property of Boone County following installation, and Boone County shall bear the cost of removal at the end of its useful life. Boone County bears all risk of loss and is responsible for any insurance policies it may choose to acquire.

8. If any mechanics or other lien arising from any activity of Boone County and its designees is placed upon the Project or premises, Boone County shall discharge any such lien within 30 days after it is filed. Boone County shall defend on behalf of the Department at Boone County's sole cost and expense, any action, suit or proceeding that may be brought thereon or for the enforcement of those liens or orders, and pay judgment and discharge DSP from any claim arising therefrom.

General requirements:

1. Bidding

- a. All construction contracts awarded by Boone County for the Project shall be awarded through competitive bidding procedures to the lowest, responsive, responsible bidder in accordance with § 8.250, RSMo. Boone County shall comply with all other applicable provisions of Ch. 8, RSMo and Ch. 34, RSMo. DSP shall be responsible for ensuring compliance with such statutes.

2. Construction

- a. The Department Project Manager and Boone County will supervise installation of the Project and shall formally accept the work at the end of the Project.
- b. Boone County contracts for the construction of Project shall be in accordance with the approved drawings and specifications. If design documents were created, substantive changes to the drawings and/or specifications are made, Boone County shall provide revised drawings and specifications for approval to the Department.
- c. The prompt payment requirements imposed by § 8.960, RSMo shall apply to payment of all invoices for design and construction services rendered in connection with the Project. Boone County shall make payments to all parties performing work on the Project promptly, in accordance with such statute.
- d. DSP shall inspect Project during construction and shall promptly notify Boone County in writing of any material departure from the plans and specifications or any defects in construction, including either materials or workmanship.
- e. The Department retains the right inspect the construction and/or renovation of Project at any time, and to require that construction cease until any defects are corrected.
- f. Boone County shall provide to the Department copies of all as-built drawings, operations and maintenance manuals, and shop drawings.
- g. Boone County hereby waives and releases and shall ensure its all subcontractors waive and release the Department of Natural Resources, and the State of Missouri from any and all claims arising from or related to this Agreement or Boone County's use of property owned by the Department or the State of Missouri, including the right to contribution for loss or damage to person or property. Boone County shall indemnify and hold harmless the Department, and the State of Missouri from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses resulting from this Agreement.
- h. Boone County shall maintain general liability insurance in the maximum amount required, pursuant to Section 537.610(2) RSMo. as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and

published annually in the Missouri Register for any one person in a single accident or occurrence or other proof of financial responsibility. The policy of insurance shall name the State of Missouri as an additional insured, and shall provide at least 30 days prior notice of cancellation to the State. Boone County shall also maintain workers' compensation insurance as required by all applicable workers' compensation laws. Notwithstanding the foregoing, the obligation imposed for Boone County to maintain a policy of insurance shall not be construed to be a waiver of sovereign immunity on the part of the State of Missouri.

- i. If Boone County or any of its contractors meet the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, Boone County shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Boone County shall, prior to the performance of any services as a business entity under the contract:
 - i. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
 - ii. Upon request, provide to the Department documentation titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
 - iii. Upon request, submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
 - iv. In accordance with subsection 2 of section 285.530, RSMo, Boone County should renew its Affidavit of Work Authorization annually.
3. **Compliance with Laws.** All documents entered into, and activities undertaken, pursuant to this Agreement shall be conducted in accordance with all federal, state and local laws, ordinances, rules and regulations of any applicable governmental authority, including without limitation all State open meetings and records laws and shall follow all Equal Employment Opportunities Policies. Boone County, including its employees, agents, and contractors, will comply with all applicable laws pertaining to the protection of human health and the environment.
4. **Counterparts.** This Agreement may be executed with electronic signatures, in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

5. **Effective Date.** The effective date of this Agreement shall be the date on which the last party to this Agreement executes this Agreement.
6. **Termination.** This Agreement may be terminated by any party upon thirty (30) days written notice to the other parties.
7. **Amendments.** This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the below identified parties are authorized to enter this Agreement on behalf of the designated entities, and acknowledge this Agreement is being entered in reliance on such representation.

**DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF STATE PARKS**

David Kelly
Director

Date: _____

BOONE COUNTY



Kip Kendrick
Presiding Commissioner

Date: 8/10/2023



Justin Aldred
District I Commissioner

Date: 8/10/2023

BOONE COUNTY



Janet M. Thompson
District II Commissioner

Date: 8/10/2023


Attest:



Brianna L. Lennon
Boone County Clerk

Date: 8/10/2023


Approved as to legal form:



CJ Dykhouse
Boone County Counselor

Date: 7/24/23

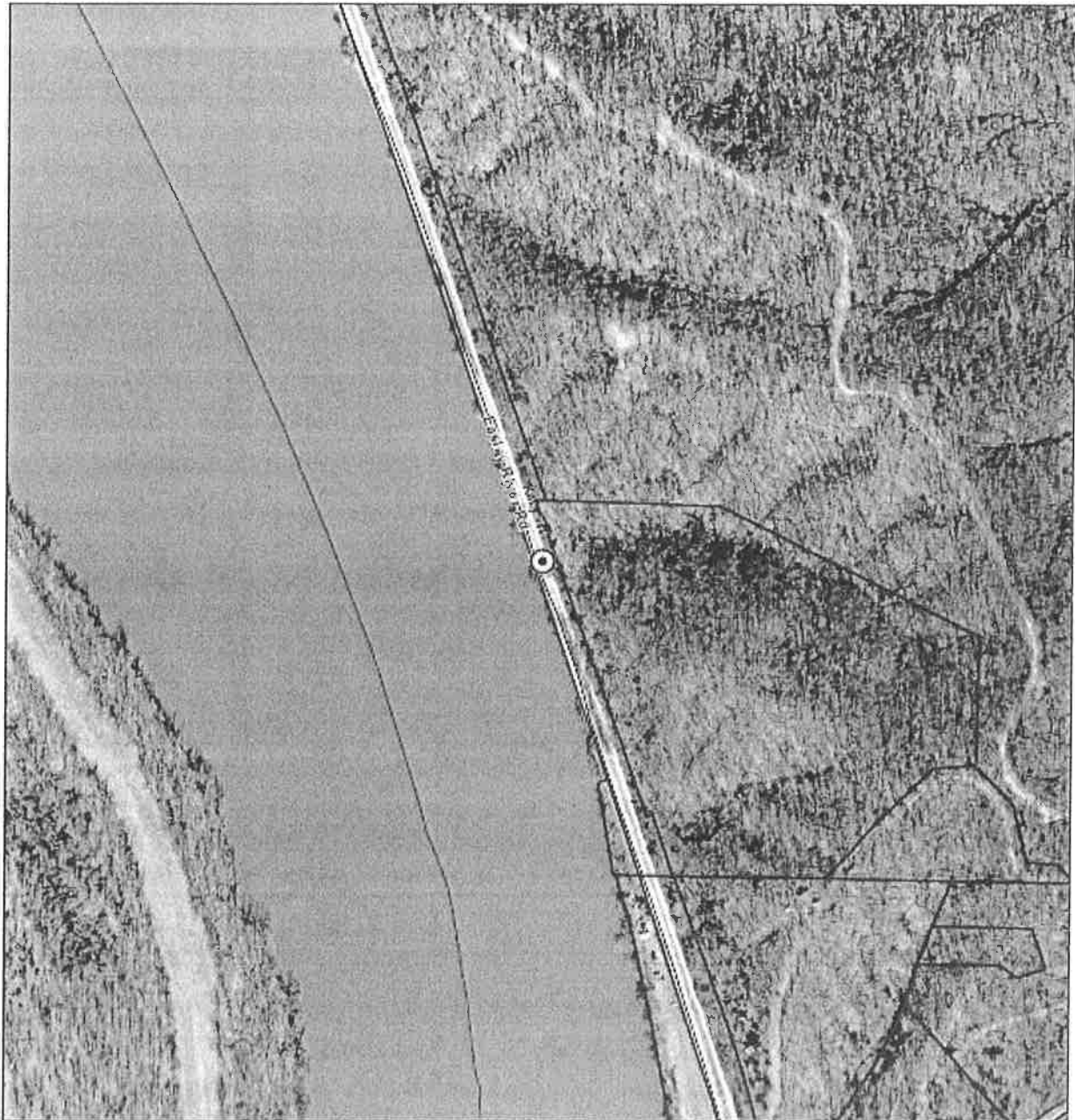
Acknowledged:



Kyle Rieman
County Auditor

Date: 7-24-23

Exhibit A



**Easley River Road
Siren Site**

-  Proposed Siren Location
-  Parcel Boundaries
-  City Boundary



Date: 11/15/2022

Boone County Disclaimer:
 These maps were prepared by the engineering of the undersigned based on the utilization of aerial photography, satellite imagery, and other data sources. The undersigned warrants that the information is true and correct to the best of their knowledge and belief, but does not warrant the accuracy or completeness of the information. The undersigned shall not be held liable for any errors or omissions in this document. The undersigned shall not be held liable for any damages, including consequential damages, arising out of the use of this document. The undersigned shall not be held liable for any claims, damages, or liabilities, in whole or in part, arising out of the use of this document. The undersigned shall not be held liable for any claims, damages, or liabilities, in whole or in part, arising out of the use of this document. The undersigned shall not be held liable for any claims, damages, or liabilities, in whole or in part, arising out of the use of this document.

BOONE COUNTY



Prepared by:
 Boone County GIS Department
 301 E. Walnut Street, 2nd
 Lebanon, MO 64501
 Phone: 781.888.4200
 Fax: 781.888.4202
 www.boone-mo.gov

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the

10th

day of

August

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 attached Surplus Disposal forms.

Done this 10th day of August 2023.

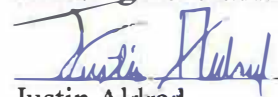
ATTEST:



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
David Eagle
Purchasing Assistant



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: August 10, 2023

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals.

	Asset #	Description	Make & Model	Department	Condition of Asset	
1.	14219	WALK-THROUGH METAL DETECTOR		CIRCUIT COURT	FAIR	
2.	22048	BAGGAGE SCANNER		CIRCUIT COURT	POOR	

cc: Aaron Neugarten, Auditor's office
Surplus File

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 03/06/23

Fixed Asset Tag Number: 14219

Description of Asset: Walk-through metal detector

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

Other Information (Serial number, etc.): SN 20306025166

Condition of Asset: Fair condition

Reason for Disposition: Replacing current model; equipment aged out

Location of Asset and Desired Date for Removal to Storage: Front door county Courthouse; date to be determined

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1210 Circuit Court (new one to be purchased from Signature: Cindy Daniels)

To be Completed by: AUDITOR

Original Acquisition Date _____ G/L Account for Proceeds _____

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 348-2023

Date Approved 8/10/2023

Signature [Signature]

RECEIVED

JUL 07 2023

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

BOONE
AUE.

22048

Date: 6/27/23 Fixed Asset Tag Number: Unable to locate

Description of Asset: Baggage Scanner (X-ray machine)

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

Other Information (Serial number, etc.): Serial # 27500

Condition of Asset: Poor - baggage belt starting to come apart.

Reason for Disposition: Replacing with a new system.

Location of Asset and Desired Date for Removal to Storage: Court Security / 7/7/23

Was asset purchased with grant funding? YES NO
If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO
If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1210-Circuit Court Signature: Cindy Senuta

To be Completed by: AUDITOR
Original Acquisition Date: 9-26-03 / 4-13-17 ^{#14219 #22048} _{GL} Account for Proceeds: 1190-3835 / 119038
Original Acquisition Amount: \$33,370.50 / \$3,900- ^{#14219} _{(w) #22048}
Original Funding Source: 2731 / 2731
Account Group: 1604 / 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____
Location within Department _____
Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 348-2023

Date Approved 8.10.2023

Signature [Signature]

Trns N Tag 22048 Tagged Y Tag Replaced N To _____ From _____ Last Posted _____
Description HYTROL TA BELT CONVEYOR 6'X26" Adjustments in Process 4 2017
Acquired 4/13/2017 Acq Amt 3,900.00 Useful Life Months _____
Acct Grp 1604 MACHINERY & EQUIPMENT _____ .00
Category 85 EQUIPMENT - \$1,000 TO \$20,000 Res Val % 0
Location 8999 ASSETS PENDING DISPOSAL Tag in Book N
Purch Dept 1210 GF COURT OPERATIONS Book ID _____
Inventory Date 6/13/2018 Inv Status Found - No Change
Site Loc Assets Pending Disposal
Site Detl None
Make _____ Model _____
Serial _____ Note _____
Invoice 7386375 Check 192545
Vendor 15519 PURVIS INDUSTRIES LTD
Bid# _____
User _____

Calculated Fields Book Value

Dep St Dt

Adj Total _____ Acum Dep Ytd _____ .00

Total Cost 3,900.00

F2=Key Scr F3=Exit

F11=Grant

F23=Bid F22=Hist F24=More

Trns N Tag 14219 Tagged Y Tag Replaced N To _____ From _____ Last Posted _____
 Description WALK-THRU SECURITY SYSTEM Adjustments in Process 9 2007
 Acquired 9/26/2003 Acq Amt 33,370.50 Useful Life Months 48
 Acct Grp 1604 MACHINERY & EQUIPMENT .00
 Category 10 AUDIO-VISUAL EQUIPMENT Res Val % 0
 Location 8999 ASSETS PENDING DISPOSAL Tag in Book N
 Purch Dept 1230 GF JURY COSTS Book ID _____

Inventory Date 6/13/2018 Inv Status Found - No Change

Site Loc Assets Pending Disposal

Site Detl None

Make HEIMANN / HIPE Model H8-SAN 60401

Serial _____ Note COURTHOUSE ENTRANCE AREA

Invoice 264 / 249 / 265 Check 103476

Vendor 10276 DENNING ELECTRONICS

Bid# _____

User _____

Calculated Fields Book Value

Dep St Dt _____

Adj Total _____ 33,370.50- Acn Dep Ytd .00

* NOTES * Total Cost 33,370.50

F2=Key Scr F3=Exit F11=Grant F23=Bid F22=Hist F24=More

349-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

August Session of the July Adjourned

Term. 20 23

In the County Commission of said county, on the 10th day of August 20 23

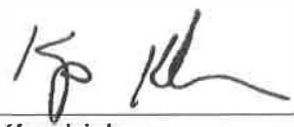
the following, among other proceedings, were had, viz:

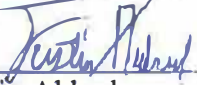
Now on this day, the County Commission of the County of Boone does hereby approve a Cooperative Term and Supply agreement with Corrisoft, LLC. for Drug and Alcohol Testing Equipment, Monitoring Equipment, and Services. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 10th day of August 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 St, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Amy Gerskin
DATE: July 12, 2023
RE: Cooperative Contract: OSCA 23-01792-05 – Drug/Alcohol Testing
Equipment, Monitoring Equipment and Services with Corrisoft, LLC

The Court Administration requests permission to utilize the Missouri Office of State Courts Administrator (OSCA) cooperative contract OSCA 23-01792-05 to purchase Drug/Alcohol Testing Equipment, Monitoring Equipment and Services from Corrisoft, LLC of Lexington, Kentucky.

This is a County-Wide Term and Supply contract.

cc: Court Administration
Contract File

**PURCHASE AGREEMENT
FOR
OSCA 23-01792-05 - DRUG/ALCOHOL TESTING EQUIPMENT, MONITORING EQUIPMENT,
AND SERVICES**

THIS AGREEMENT dated the 10th day of August 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Corrisoft, LLC** 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 Drug/Alcohol Testing Equipment, Monitoring Equipment, and Services, in compliance with all bid specifications and any addenda issued for the Missouri Office of State Courts Administrator (OSCA) contract OSCA-23-01792-05, Corrisoft Air OSCA Memorandum of Understanding (MOU), Boone County Insurance Requirements and the Standard Terms and Conditions of Boone County, Missouri. 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 a conflict between any of the foregoing documents, this Purchase Agreement, OSCA contract OSCA 23-01792-05, and the Standard Terms and Conditions of Boone County, Missouri 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 **Drug/Alcohol Testing Equipment, Monitoring Equipment, and Services**, as specified and priced in OSCA contract OSCA-23-01792-05. Prices for services are attached in *the Pricing Schedule for Corrisoft's AIR Program*.
3. **Contract Term** - This agreement shall commence on **the date written above and extend through June 30, 2024**, subject to the provisions for termination specified below. The contract has five (5) one-year renewal options available.
4. **Billing and Payment** - **All billing shall be invoiced to the using department.** 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. The County may terminate this agreement due to a material breach of any term or condition of this agreement; or
- b. the County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products 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.

CORRISOFT, LLC

DocuSigned by:
Jessica Rocher
By _____
FBA97B9351FF43E...

Title VP of Sales

BOONE COUNTY, MISSOURI

By: Boone County Commission

DocuSigned by:
Kip Kendrick

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
CJ Dykhouse

CJ Dykhouse, County Counselor

ATTEST:

DocuSigned by:
Brianna L Lennon

Brianna L. 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:
Kyle Pisman by HR
No Encumbrance Required

Signature

8/7/2023

Date

Term & Supply-Countywide

Appropriation Account

350-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 23

In the County Commission of said county, on the 10th day of August 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 Sumnerone, Inc. for a Kyocera TA6004i Copier for \$6,653.80 with maintenance at \$0.0059 / black & white print.

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

Done this 10th day of August 2023.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: August 10, 2023
RE: Cooperative Contract: C000659 (State of MO cooperative contract CT202797053) – Copier and Maintenance for Court Administration with Sumnerone, Inc.

Boone County Court Administration requests permission to utilize the State of Missouri cooperative contract CT202797053 (based on NASPO contract 140603) to purchase a Kyocera TA6004i copier and maintenance from Sumnerone, Inc. County contract number is C000659.

Cost of copier is \$6,653.80 and will be paid from department 1210 – GF Court Operations, account 92000 – Replacement Office Equipment (\$7,000 budgeted). Cost of maintenance is \$0.0059 / black and white print.

Purchasing is seeking permission to dispose of their existing copier by trade for a \$0.00 value.

Kyocera Taskalfa 4500i, Asset tag 18188

Sumnerone, Inc. will haul off and recycle the surplus copier at the time they install the new copier. The hard drive will be removed and left with our Information Technology department.

cc: Contract File
Kelly Chamberlin, Court Administration

**PURCHASE AGREEMENT FOR
PHOTOCOPIER WITH MAINTENANCE
FOR BOONE COUNTY COURT ADMINISTRATION**

THIS AGREEMENT, C000659, dated the 10th day of August 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **SUMNERONE, INC.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a Term and Supply contract for a **Photocopier with Maintenance** in compliance with the State of Missouri Contract **CT202797053** (based on NASPO contract **140599**), SUMNERONE'S quote dated June 27, 2023, issued by Robert Odneal, Boone County Insurance Requirements, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and the State of Missouri contract CT202797053 (based on NASPO contract 140599) shall prevail and control over the vendor's quote response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following equipment:

Boone County Court Administration – Attn: Kelly Chamberlin, 705 E. Walnut Street, Columbia, MO 65201.

Copier: One (1) Kyocera TA6004i Copier
New Photocopier includes the following:

Kyocera TA6004i Copier	\$6,653.80
60 PPM black & white	
PF-7150 Dual 1,500 Sheet Paper Trays – Letter	
Fax System 12	
DP-7160 320 Sheet DSDP with Multi-Feed sensor	
DF7120 1,000 Sheet Finisher	
UG-40 – Speed License Upgrade to 60PPM	

Pricing includes delivery, installation, setup, connectivity, initial training, and on-going training and support.

3. **Maintenance** – Maintenance includes all parts, labor, drums, toner and developer; only paper and staples are excluded. **Maintenance pricing remains firm through December 31, 2028.**

- All black and white impressions at \$0.0059/each
- Cost of Staples: \$58.20 per box of (3) cartridges (each cartridge contains 5,000 staples)
- **(5) Year Replacement Guarantee on equipment through 12/31/28**
- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training

- Unlimited service calls

Contractor's on-site maintenance for copier shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be five (5) fiscal years following the year equipment is installed and accepted by the County.

4. **Trade-in Copier:** Contractor shall remove the following trade-in copier with a \$0.00 value the same day the new copiers are installed and shall recycle equipment. Contractor agrees to remove the hard drive of the trade-in copier and leave with the Boone County Information Technology department.

Kyocera TASKalfa-4500i Copier, serial # N432905256, fixed asset tag 18188

5. **Delivery and Installation:** Contractor agrees to deliver, set-up, connect and provide training of copier to the **Boone County Court Administration** within 10 days after receipt of Purchase Order. Boone County Court Administration, Attn: Kelly Chamberlin, 705 E. Walnut Street, Columbia, MO 65201. To schedule installation, call (573) 886-4189.

6. **Billing and Payment** - All billing shall be invoiced to the **Boone County Court Administration** and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if 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.

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. **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.

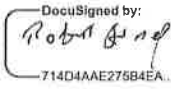
9. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- 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. Termination for Convenience – County may terminate this Agreement for any reason or for no reason upon sixty (60) days’ written notice to contractor, or
- d. 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.

SUMNERONE, INC.

by 
 title Account Representative

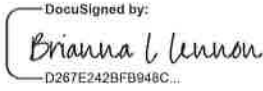
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Kip Kendrick Presiding Commissioner

APPROVED AS TO FORM:

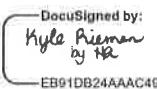

 CJ Dykhouse, County Counselor

ATTEST:


 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.



Copier: 1210-92000 / \$6,653.80
 Term & Supply: Copier Maintenance: \$0.0059 / black & white print
 8/3/2023

Signature	Date	Appropriation Account
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

August Session of the July Adjourned

Term. 20 23

In the County Commission of said county, on the 10th day of August 20 23


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

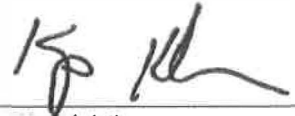
Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000661 awarded from Sourcewell co-operative contract 032521-GPC with Genuine Parts Company dba NAPA Auto Parts dba Ed Miller Auto Parts of Atlanta, Georgia for Aftermarket Vehicles Parts & Supplies for the Boone County Road & Bridge Department.

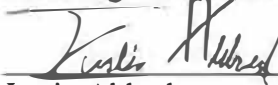
The contract is set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 10th day of August 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: August 08, 2023
RE: Award of Contract C000661 from Cooperative Contract 032521-GPC for After Market Vehicle Parts & Supplies for the Boone County Road & Bridge Department

Purchasing requests approval of contract C000661 using co-operative contract 032521-GPC for After Market Vehicle Parts & Supplies with Genuine Parts Company dba NAPA Auto Parts, dba Ed Miller Auto Parts of Columbia, Missouri for the Boone County Road & Bridge Department.

The contract period will run from August 15, 2023 through May 19, 2025. There is one (1) one-year renewal option available beyond this initial contract period.

This is a Term and Supply contract. A total \$291,000.00 is budgeted in the following referenced department/object codes that will be used for payments:

- 2042 - Road & Bridge Fleet & Equipment Maintenance Operations/Account 23035 –Repairs/Maintenance Supplies;
- 2042 - Road & Bridge Fleet & Equipment Maintenance Operations/Account 23037 –Repairs/Shop Supplies; and
- 2042 - Road & Bridge Fleet & Equipment Maintenance Operations/Account 59100 – Vehicle Repairs/Maintenance.

/lp

c: Contract File

**PURCHASE AGREEMENT
AFTERMARKET VEHICLE PARTS AND SUPPLIES**

THIS AGREEMENT County contract **C000661**, awarded from Sourcewell contract **032521-GPC**, dated the 10th day of August 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Genuine Parts Company dba NAPA Auto Parts dba Ed Miller Auto Parts, 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 #C000661** for **Aftermarket Vehicle Parts and Supplies** in compliance with all bid specifications and any addendum issued for the Sourcewell contract 032521-GPC including the NAPA Auto Parts Sourcewell Pricing Discount Sheet dated 1/1/2022, 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 contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the **Sourcewell contract 032521-GPC** 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 Aftermarket Vehicle Parts and Supplies at discounted pricing pursuant to **Sourcewell contract 032521-GPC**.

3. **Contract Period** - The contract period is **August 15, 2023 through May 19, 2025**. One (1) one-year renewal option is available to renew the contract beyond the initial period.

4. **Delivery** – Delivery shall be to the Boone County Road & Bridge Department located at 5551 S. Tom Bass Road in Columbia, Missouri 65201. The contractor shall coordinate delivery date and time with said office.

5. **Warranty** – The standard manufacturer warranty shall be provided to the County at the time of the County's acceptance.

6. **Billing and Payment** - All billing shall be invoiced to the Boone County Road & Bridge Department at 5551 S. Tom Bass Road, Columbia, MO, 65201. The invoice must reference the Purchase Agreement number stated in paragraph 1 above. Billings may only include the prices compliant with the terms and pricing of **Sourcewell contract 032521-GPC**. 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. Termination for Convenience - County may terminate this Agreement for any reason or for no reason upon sixty (60) days' written notice to contractor, or
- d. 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.

**GENUINE PARTS COMPANY/
dba NAPA AUTO PARTS
dba ED MILLER AUTO PARTS INC.**

BOONE COUNTY, MISSOURI

by 
18289814A5D143A...

by: Boone County

title Sales Manager


67400BED96434D4...

Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:


7D71DEAEB9D74DD...


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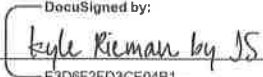
County Counselor

County Clerk

2042/23035; 2042/23037; 2042/59100 – Term & Supply

AUDITOR CERTIFICATION:

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


E3D6F2FD3CE04B1...

8/8/2023

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

August Session of the July Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 10th day of August 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 Contract C000655 from Sole Source 170-123123SS for the National Automobile Dealers Association Valuation Subscription for the Boone County Assessor's Office from J.D. Power.

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

Done this 10th day of August 2023.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: July 18, 2023
RE: Contract C000655 from Sole Source 170-123123SS for the National Automobile Dealers Association Valuation Subscription for the Boone County Assessor's Office from J.D. Power

Attached for approval is award of contract C000655 from County Sole Source #170-123123SS. The Sole Source Request Form 170-123123SS is also included and requires Commission approval and signature.

The Sole Source purchases the National Automobile Dealers Association Valuation Subscription for the Assessor's Office from J. D Power of Chicago, Illinois. The subscription is necessary in order for the Assessor's office to conduct reliable valuation of vehicles for County tax assessment purposes. The subscription is proprietary to J.D. Power.

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 the subscription.

The contract period will run from October 1, 2023 through September 30, 2024, and there are three (3) one-year renewal options available after this initial period.

Payments will be paid from the following fund/account:

- Fund 2010 Assessment/Account 22500 – Subscriptions/Publications: \$ 50,250.00

/lp

Attachment: Sole Source Form 170-123123SS

cc: Kenny Mohr, Boone County Assessor
Contract File

**PURCHASE AGREEMENT
FOR
NATIONAL AUTOMOBILE DEALERS ASSOCIATION (NADA) SUBSCRIPTION –
TERM & SUPPLY**

THIS AGREEMENT, County Contract **C000655**, awarded from **Sole Source # 170-123123SS**, dated the 10th day of August 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **J.D. Power**, 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 the **National Automobile Dealers Association (NADA) Subscription Service – Term & Supply**, County of Boone Request for Single Feasible Source number **170-123123SS** in its entirety including the Valuation License and Services Agreement which includes the Valuation License and Services Agreement – Product Exhibit A (Attachment One), and Boone County’s Standard Terms and Conditions. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. 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 Contractor’s response.

2. Contract Period – The contract period shall be **October 1, 2023 through September 30, 2041**. Renewals shall not be automatic; the County shall have the option to renew the contract for three (3) one-year periods subsequent to the initial contract period.

3. Billing and Payment - All billing shall be invoiced to the Boone County Assessor. Billings may only include the prices listed in this Purchase Agreement. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor’s proposal response to the specifications. The County agrees to pay all correct invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

4. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with a subscription license for the National Automobile Dealers’ Association (NADA) valuation modules:

Term	Number of Transactions	Annual Prepaid Fee	Additional Transactions Fee per Each
October 1, 2023 – September 30, 2024	Up to 150,000	\$50,250.00	\$0.335

October 1, 2024 – September 30, 2025	Up to 150,000	\$55,500.00	\$0.37
October 1, 2025 – September 30, 2026	Up to 150,000	\$61,500.00	\$0.41
October 1, 2026 – September 30, 2027	Up to 150,000	\$67,500.00	\$0.45

5. Delivery – The Contractor agrees to deliver subscription services including support to the Boone County Assessor.

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 proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Boone County Assessor using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

J.D. POWER

by 
DocuSigned by:
F5808D115F244B5...
 title SVP Business Development & Client Services

BOONE COUNTY, MISSOURI

by: Boone County Commission


DocuSigned by:
57400BED96434D4...
 Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:

7D71DEAEB9D74DD...

County Counselor

ATTEST:

DocuSigned by:

D287E242BFB948C...

County Clerk

AUDITOR CERTIFICATION

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

2010/22500: \$50,250.00

DocuSigned by:

E3D8F2FD3CE04B1... 7/18/2023

Signature

Date

Appropriation Account

07/14/23

**RQST
DATE**

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

15205

VNDR #

JD Power

VENDOR NAME

170-123123SS

BID #

Ship to Dept #: 2010

Bill to Dept #: 2010

Dept	Account	Item Description	Qty	Unit Price	Amount
2010	22500	NADA Subscription - 10/01/2023-9/30/2024	1	\$50,250.00	\$50,250.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					50,250.00

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

[Signature]
Approving Official

[Signature]
Prepared By



Auditor Approval

Commission Order: 352-2023

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	Assessor's Office
Person Requesting	Kenny Mohr
Date Requested	6/21/2023
Contact Phone Number	573-886-4266

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL:

[Signature]
Signature

7-14-23
Date

SOLE SOURCE NUMBER:

170-123123SS
(Assigned by Purchasing)

COMMISSION APPROVAL:

[Signature]
Signature

8/10/2023
Date

Expiration Date: 10/01/23 through 09/30/24 with 3 renewals

One Time Purchase (check)

Vendor Name	J.D. Powers – Valuation Services – NADA Subscription 33191 Collection Center Drive Chicago, IL 60693
Vendor Address	Alternate: 8401 Greensboro Drive, Ste. 1000 McLean, VA 22102
Vendor Phone and Fax	Office: 800-544-6232 Cell: 202-361-8195 (Dan Ruddy)
Product Description	Subscription to proprietary data base – the National Automobile Dealers Association vehicle valuation service \$50,250.00
Estimated Cost	
Department/Account #s) / Am. Budgeted	Department 2010 – Assessment/Account 22500 – Subscriptions/Publications

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.

- 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): Required by Missouri Statute – RSMo 137-115 (9)

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

- *Annual subscription to the National Automobile Dealers' Association (NADA) Official Used Car Guide only available from J.D. Powers Valuation Services – the subscription is required by RSMo 137-115(9) which requires the assessor of each Missouri county to use this guide for determining true value of motor vehicles for tax assessment.*

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

- *The annual subscription to the National Automobile Dealers' Association (NADA) Official Used Car Guide is only available from J.D. Powers Valuation Services – see also attached letter dated June 12, 2023 from Dom Vieira of J.D. Power*

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

- *Advertised in the Columbia Daily Tribune and the Columbia Missourian; obtained sole source letter from J.D. Power*

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.

- *Required by Missouri statute, RSMo 137-115(9).*

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?

- *This purchase will be required on-going annually until the statute is changed or the publication changes*

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).

- *The County has been purchasing this subscription on-going for years.*

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

- *Previously this subscription was purchased but it was purchased directly from the National Automobile Dealers Association (NADA) and was under the \$6,000.00 bid threshold. However, J.D. Powers bought the subscription from NADA and has raised the price pushing the County's annual expenditure over the bid threshold.*

10. What are the consequences of not securing this specific commodity/material?
 - *The County Assessor's Office cannot conduct reliable vehicle valuations for County personal property tax assessment purposes compliant with requirements of Missouri statute.*

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
 - *Refer again to attached letter from Dom Vieira dated June 12, 2023 establishing sole source status.*

12. 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?
 - *Annually, on-going. Subscription will run 10/01/2023 through 09/30/2024 and there will be three options to renew the subscription for one-year periods each.*

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 23

In the County Commission of said county, on the 10th day of August 20 23

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

Now on this day, the County Commission of the County of Boone does hereby appoint the following:

Richard Shanker	Building Code Commission	Re-Appointment	Term 2 Years	7/31/23 thru 7/31/25
-----------------	--------------------------	----------------	--------------	----------------------

Done this 10th day of August 2023.

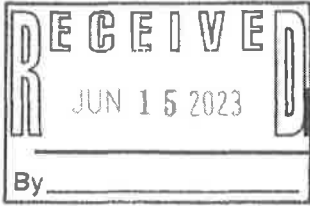
ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Building & Codes Comm Term: _____

Current Township: _____ Today's Date: _____

Name: RICHARD SHANKER

Home Address: 1829 Cliff Drive

City: Columbia MO Zip Code: 65201

Business Address: Same

City: _____ Zip Code: _____

Home Phone: 573-875-2035 Work Phone: _____

Fax: _____ E-mail: Richardshanker1@aol.com

Qualifications: Post service

- Building & Codes Columbia
- Code review subcommittee member
- air port advisory board
- Electrical contractor
- Electrical Board

Past Community Service: _____

References: KC Kendrick, Justin Aldred, Janet Thompson
Brian Treese - Elizabeth Peters (council person)
Karl Skala, Pat Fowler

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.



Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311