

354 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

July Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

25th

day of

July

20 24

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

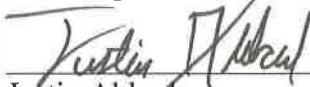
Now on this day, the County Commission of the County of Boone does hereby approve a request to transfer above the Authorized Transfer Salary for position number 201, First Assistant Prosecuting Attorney, and does hereby authorize an appropriation of \$108,347.20 for the annual salary of said position.

Done this 25th day of July 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER**STATE OF MISSOURI**

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ca.

July Session of the July Adjourned

Term. 20 24**County of Boone****In the County Commission of said county, on the**

25th


day of July**20 24****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 Amendment #4 to County Contract C000460 awarded from Sole Source 164-123122SS for PowerDMS license & Support with PowerDMS of Atlanta, Georgia for the Boone County Sheriff's Office.

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

Done this 25th day of July 2024.

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



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: June 3, 2024
RE: Amendment #4 to Contract C000460 from Sole Source 164-123122SS – PowerDMS License & Support for Boone County Sheriff

Amendment #4 to contract C000460 awarded from Sole Source 164-123122SS for Power DMS License and Support pulls-out Boone County Joint Communications from the contract. The license term for Joint Communications runs on a January cycle and has been addressed in a separate contract spun-off from this one, 164-123122SS-JC (C000798 in Finance Enterprise).

The contract was originally awarded October 11, 2022 via Commission Order 490-2022.

Payment has already been made for the 2024-2025 subscription. Payment referenced codes 1228 - General Fund Sheriff/Detention Administration/70100 – Software Subscriptions: \$7,075.53; and 1255 – General Fund Detention Operations/70100 - Software Subscriptions: \$7,376.74.

/lp

c: Contract File

Boone County Purchasing

Liz Palazzolo
Senior Buyer



5551 S. Tom Bass Road
Columbia, MO 65202
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: File
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: 05/30/24
RE: Contract C000798 – tied to 164-123122SS-JC – PowerDMS Subscription for Joint Communications

In 2022, I established Sole Source 164-123122SS for PowerDMS subscriptions for both the Sheriff's Office and the Joint Communications Department. The two had their own on-going subscriptions with PowerDMS and their combined usage was going to hit the \$12,000.00 County bid threshold with one vendor. Sole Source 164-123122SS was advertised in two publications as required and was approved by the Commission October 11, 2022 via Commission Order 490-2022. The contract clearly says that renewals are to be conducted via an amendment to the contract. This was done for the Sheriff's Office for the 2024-2025 period, but Joint Communications merely paid the invoice when the department was invoiced in January. It's noted that the subscription periods for the Sheriff's Office run on an April cycle and the subscriptions for the Joint Communications Department run on a January cycle.

I discussed the competing contract periods problems with Director Melinda Bobbitt, and the fact that Joint Communications already paid for their 2024-2025 renewal. At the time the thought was to spin-off a new contract for Joint Communications. So C000798 was created in Finance Enterprise, and 164-123122SS-JC was created in IBMi for Joint Communications PowerDMS subscription. The associated contract numbers for the Sheriff's Office subscriptions are C000460 and 164-123122SS.

Because the procurement authority documentation for the Sole Source ties to 164-123122SS, I thought it would be best to mirror that number in the spin-off contract for Joint Communications. It is noted that the contract documentation in IBMi for 164-123122SS-JC is a copy of 164-123122SS which has an April contract period. The IBMi record for 164-123122SS-JC has the January contract period which mirrors the Joint Communications subscriptions period. This is confusing in hindsight.

I am going to amend 164-123122SS to pull-out Joint Communications from that contract and establish it under 164-123122SS-JC to make the record easier to follow.

/lp

Commission Order #:

Date: 7/25/2024

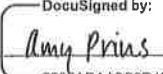
**CONTRACT AMENDMENT NUMBER FOUR
POWER DMS LICENSE & SUPPORT**

The Agreement **C000460**, Sole Source number 164-123122SS, dated October 11, 2022 made by and between Boone County, Missouri and **PowerDMS** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. The Power DMS Subscription for the Boone County Joint Communications Department is being separated from this contract and will be established in a new contract under contract number **C000798**, that is associated with IBMi contract number **164-123122SS-JC**. A separate Purchase Agreement will be established for the PowerDMS subscription for Boone County Joint Communications.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

POWERDMS

By  DocuSigned by:
2085ADAA8C9D453...

Title Sr Renewal Manager

BOONE COUNTY, MISSOURI

 DocuSigned by:
57400BED96434D4...
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

 DocuSigned by:
7D71DEAE89D74DD...
County Counselor

 DocuSigned by:
D267E2428FB948C...
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.)

1228/70100: \$7,075.53 1255/70100: \$7,376.74

 DocuSigned by:
8E8FE1148A274E1...
Signature

6/4/2024

Date

Appropriation Account

CERTIFIED COPY OF ORDER**STATE OF MISSOURI**

}

ca.

July Session of the July Adjourned

Term. 20 24**County of Boone****In the County Commission of said county, on the**

25th

day of

July

20 24**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 C000798 awarded from Sole Source 164-123122SS and referenced under the administrative Sole Source number 164-123122SS-JC for PowerDMS License & Support with PowerDMS of Atlanta, Georgia for the Boone County Joint Communications Department.


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

Done this 25th day of July 2024.

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



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: June 3, 2024
RE: Award contract C000798, Sole Source 164-123122SS-JC – Power DMS License & Support for Joint Communications

Purchasing requests the Commission's approval of Contract C000798 and the associated Sole Source number 164-123122SS-JC. This is set-up as an administrative contract, i.e., it is not a new procurement. Purchasing relies on the procurement authority referenced in setting up the original Sole Source 164-123122SS and County Contract C000460 which was approved by the Commission on October 11, 2022 via Commission Order 490-2022.

That procurement referenced PowerDMS subscriptions for both the Sheriff's Office and the Joint Communications Department.

This spin-off contract accommodates the license term for Joint Communications that runs on a January cycle.

See also Amendment #4 to contract C000460 awarded from Sole Source 164-123122SS which leaves in place the license used by the Sheriff's Office that runs on an April cycle.

IT paid for the Joint Communications renewal using 2708 -911/EM IT Hardware & Software/70100 – Software Subscriptions: \$6,723.65

/lp

c: Contract File

Boone County Purchasing

Liz Palazzolo
Senior Buyer



5551 S. Tom Bass Road
Columbia, MO 65202
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: File
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: 05/30/24
RE: Contract C000798 – tied to 164-123122SS-JC – PowerDMS Subscription for Joint Communications

In 2022, I established Sole Source 164-123122SS for PowerDMS subscriptions for both the Sheriff's Office and the Joint Communications Department. The two had their own on-going subscriptions with PowerDMS and their combined usage was going to hit the \$12,000.00 County bid threshold with one vendor. Sole Source 164-123122SS was advertised in two publications as required and was approved by the Commission October 11, 2022 via Commission Order 490-2022. The contract clearly says that renewals are to be conducted via an amendment to the contract. This was done for the Sheriff's Office for the 2024-2025 period, but Joint Communications merely paid the invoice when the department was invoiced in January. It's noted that the subscription periods for the Sheriff's Office run on an April cycle and the subscriptions for the Joint Communications Department run on a January cycle.

I discussed the competing contract periods problems with Director Melinda Bobbitt, and the fact that Joint Communications already paid for their 2024-2025 renewal. At the time the thought was to spin-off a new contract for Joint Communications. So C000798 was created in Finance Enterprise, and 164-123122SS-JC was created in IBMi for Joint Communications PowerDMS subscription. The associated contract numbers for the Sheriff's Office subscriptions are C000460 and 164-123122SS.

Because the procurement authority documentation for the Sole Source ties to 164-123122SS, I thought it would be best to mirror that number in the spin-off contract for Joint Communications. It is noted that the contract documentation in IBMi for 164-123122SS-JC is a copy of 164-123122SS which has an April contract period. The IBMi record for 164-123122SS-JC has the January contract period which mirrors the Joint Communications subscriptions period. This is confusing in hindsight.

Commission Order #: 358-2024

Date: 07/25/2024

**PURCHASE AGREEMENT
FOR
POWERDMS LICENSES & SUPPORT for BOONE COUNTY JOINT COMMUNICATIONS**

THIS AGREEMENT, C000798, awarded from Sole Source 164-123122SS and identified as **164-123122SS-JC** dated the 25th day of July 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Power DMS**, 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 #**C000798** that duplicates Boone County contract **C000460** originated from Boone County Sole Source #164-123122SS which is attached as **Attachment One**. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with each quote response may be permanently maintained in the County Purchasing Office Sole Source file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County Standard Terms and Conditions shall prevail and control over the vendor's quote responses.

2. **Purchase** - The County has paid PowerDMS for coverage referenced in **Attachment Two** incorporated into the contract as referenced.

3. **Contract Term** - The contract period shall be **January 09, 2024 through January 08, 2025**. The contract may be renewed upon mutual agreement of both parties for four (4) one-year periods subsequent to this initial term. Any time a subscription is renewed, upgraded or terminated, the contract shall be amended in order to incorporate new subscription terms and pricing as may be applicable and as agreed by both parties.

4. **Billing and Payment** - All billing shall be invoiced to the specific Boone County office identified on the account. Billings may only include the prices listed in the vendor's quote responses. 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 responses 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.

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 the County, or
- c. **DELETED**
- 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.

POWERDMS

By  DocuSigned by:
2065ADAA8C9D453...

Title Sr Renewal Manager

BOONE COUNTY, MISSOURI

 DocuSigned by:
57400BED06434D4...
Presiding Commissioner

APPROVED AS TO FORM:

 DocuSigned by:
7D71DEAEB9D74DD...

County Counselor

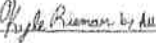
ATTEST:

 DocuSigned by:
D267E242BF8948C...

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.)

2708/70100: \$6,723.65

<u> DocuSigned by: 8E8FE1148A274E1...</u>	7/17/2024	
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

July Session of the July Adjourned

Term. 20 24

In the County Commission of said county, on the 25th **day of** July **20** 24

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 C000820 awarded from cooperative contract 28/2023 with Fabick Caterpillar of Columbia, Missouri for Equipment Rentals, a term and Supply contract for Countywide use.

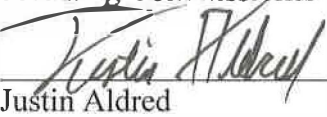
The contract is set out in the attached and the presiding Commissioner is authorized to sign the same.

Done this 25th day of July 2024.

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



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: July 09, 2024
RE: Award C000820 from Co-op Contract 28/2023 – Equipment Rental with Fabick Caterpillar - Countywide Term & Supply

Purchasing requests approval of contract C000820 using City of Columbia cooperative contract 28/2023 for Equipment Rental Services with Fabick Caterpillar of Columbia, Missouri.

The contract period will run July 11, 2024 through March 23, 2025. There are three (3) one-year renewal options available to the County.

This is considered a Countywide Term and Supply.

/lp

c: Contract File

**PURCHASE AGREEMENT FOR
EQUIPMENT RENTAL**

THIS AGREEMENT, C000820, awarded from cooperative contract **28/2023**, dated the 25th day of July 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Fabick Caterpillar**, 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 **Equipment Rental** in compliance with the City of Columbia Contract **28/2023** 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 the 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, the City of Columbia contract **28/2023**, and Boone County's Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Contract Period** - The contract period shall be **July 11, 2024 through March 23, 2025**. The County shall have the option to renew the contract for three (3) one-year periods subsequent to the initial contract period.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with equipment rentals as shown in **Attachment One**.

4. **Billing and Payment** - All billing shall be invoiced to the ordering Boone County Department and billings may only include pricing consistent with the terms of contract. 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.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

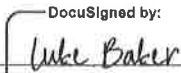
7. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to 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 the County, or
- c. Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or

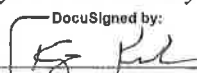
d. If appropriations are not made available and budgeted for any calendar year.

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

FABICK CATERPILLAR

by  _____
DocuSigned by:
185998D477BE447...
title Territory manager

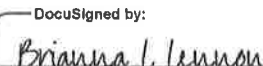
BOONE COUNTY, MISSOURI

by: Boone County Commission
 _____
DocuSigned by:
57400BED96434D4...
Presiding Commissioner

APPROVED AS TO FORM:

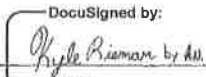
 _____
DocuSigned by:
7D71DEAEB9D74DD...
County Counselor

ATTEST:

 _____
DocuSigned by:
D267E242BFB948C...
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.

 _____ DocuSigned by: 8E8FE1148A274E1... Signature	7/12/2024 Date	Countywide -Term & Supply Appropriation Account
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360 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

July Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

25th

day of

July

20 24


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 Amendment #1 to Boone County contract C000096 awarded from Sole Source 147-123119SS for Software License & Services for KNOWiNK Poll Pads, the Poll Print upgrade, to KNOWiNK LLC of St. Louis, Missouri for the Boone County Clerk's Office.

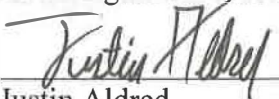
The contract amendment is set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 25th day of July 2024.

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



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: July 18, 2024
RE: Amendment #1 to Contract C000096 Awarded from Sole Source 147-123119SS- Software License and Services for KNOWiNK Poll Pads for the Boone County Clerk's Office

Purchasing requests approval for Amendment #1 to contract C000096 awarded from Sole Source 147-123119SS with KNOWiNK LLC of St. Louis, Missouri for software and support services for the Poll Pads used by the Boone County Clerk's Office. The original contract was awarded September 17, 2019 via Commission Order 396-2019.

Amendment #1 adds hardware and software for Poll Print. This will enable the County Clerk's office poll workers to print precinct-specific ballots at the polling place. It also incorporates renewal pricing for 2025 and 2026 licenses.

Payment will reference 2320 – Election Equipment Replacement Fund Activity/23810 - Untagged Hardware and Software: \$74,450.00

/lp

c: Contract File

07/08/24

RQST
DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

15439

VNDR #

KNOWiNK

VENDOR NAME

147-123119SS

BID #

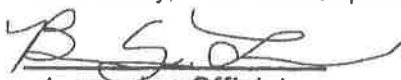
Ship to Dept #: 2320


Bill to Dept #: 2320

Dept	Account	Item Description	Qty	Unit Price	Amount
2320	1306	iPad 10th Gen WiFi 64Gb Hardware	15	\$340.00	\$5,100.00
2320	1306	Transport Case 910	15	\$110.00	\$1,650.00
2320	1306	Protective Case - Green	15	\$50.00	\$750.00
2320	1306	Poll Print Connection Package: Adapter, Router, Cables	15	\$280.00	\$4,200.00
2320	1306	Poll Print Printer - Kyocera	15	\$950.00	\$14,250.00
2320	1306	Poll Print Cabinet	15	\$1,700.00	\$25,500.00
2320	1306	Poll Print Installation	2	\$2,500.00	\$5,000.00
2320	1306	Poll Print Initial License - includes updates and support	15	\$1,000.00	\$15,000.00
2320	1306	Shipping	15	\$200.00	\$3,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

GRAND TOTAL: 74,450.00

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.


Approving Official


Prepared By



Auditor Approval

CO#: 360-2024

Date: 7/25/2024

**CONTRACT AMENDMENT NUMBER ONE
SOFTWARE LICENSE & SERVICES FOR KNOWINK POLL PADS
TERM AND SUPPLY**

County Contract C000096 awarded from Sole Source 147-123119SS dated September 17, 2019 made by and between Boone County, Missouri and **KNOWINK LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD** the following hardware and software for the Poll Print upgrade to the contract; see also **Attachment One** which is incorporated into the contract by reference. The total initial purchase price is **\$74,450.00**. 2025 and 2026 Annual License and Maintenance Fees shall be included in this amendment, but expenditure shall be at the time of annual renewal respective to the 2025 and 2026 license renewal terms.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

KNOWINK LLC

By _____
DocuSigned by:
2A4D2BE722BA457...
Title CFO

BOONE COUNTY, MISSOURI

By: Boone County Commission

_____
DocuSigned by:
57400BED96434D4...
Presiding Commissioner

APPROVED AS TO FORM:

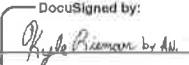
_____
DocuSigned by:
7D71DEAEB9D74DD...
County Counselor

ATTEST:

_____
DocuSigned by:
D267E242BFB648C...
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.)

2320/23810: \$74,450.00

_____
DocuSigned by:
8E8FE1148A274E1...
Signature Date Appropriation Account

361-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

July Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

25th

day of

July

20 24


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

Now on this day, the County Commission of the County of Boone does hereby approve Contract C000836 (10-24APR24) with Geosyntec Consultants Inc. for the purchase of the Greater Bonne Femme Watershed Initiative Return on Environment Study.

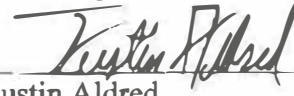
The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 25th day of July 2024.

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



5551 S. Tom Bass Rd.
Room 205
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonecountymmo.org

TO: Boone County Commission
FROM: Amy Gerskin
DATE: July 11, 2024
RE: Bid Award Recommendation: *10-24APR24 –Greater Bonne Femme Watershed Initiative Return on Environment Study*

Request for Proposal *10-24APR24 –Greater Bonne Femme Watershed Initiative Return on Environment Study* closed on June 17, 2024. One bid response was received by Geosyntec Consultants Inc.

The Evaluation Committee consisted of Lynne Hooper, Resource Management, Urban Hydrologist, and Nicki Rinehart, Resource Management, Stormwater Coordinator. The recommendation from the Evaluation Committee is to award the contract to Geosyntec Consultants Inc. The county contract number is C000836.

The total cost of this contract is \$154,500.00. The budgeted cost of the contract is \$152,600.00 and funds will reference Departments 1725 General Fund Resource Management Stormwater Planning and 2046, Road and Bridge Resource Management Stormwater Planning, account 71100 equally. No budget amendment is required at this time; however, Resource Management may require one in 2025 for this project. Attached for reference is the bid tabulation and Award Recommendation form.

ATT: Bid Tab

cc: Bid File
Lynne Hooper, Nicki Rinehart, Resource Management

RQST
DATE

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

VNDR #

VENDOR NAME

BID #

Bill to Dept #: 1725

GRAND TOTAL:	154,500.00
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Approving Official

Prepared By

Auditor Approval

**PURCHASE AGREEMENT
FOR
GREATER BONNE FEMME WATERSHED INITIATIVE
RETURN ON ENVIRONMENT STUDY**

THIS AGREEMENT, C000836, dated the 25th day of July 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Geosyntec Consultants, Inc.**, herein "Contractor."

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

1. **Contract Documents** - The contract shall consist of this Purchase Agreement, the County of Boone Request for Bid #10-24APR24 for **The Greater Bonne Femme Watershed Initiative Return on Environment Study**, any applicable addenda, and the Contractor's bid response dated 6/17/24 and executed by **Jeff Standish** on behalf of the Contractor, email clarifications dated 7/02/2024 by **Jeff Standish** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification, and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of a conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, and any applicable addenda shall prevail and control over the Contractor's bid response.
2. **Contract Duration** - This agreement shall commence on **the Date of the Award**, and will end upon the Consultant's completion, and the County's acceptance, of all services described in the contract agreement *no later than May 31, 2025*.
3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

**Execution of the Greater Bonne Femme Watershed
Return on Environment Study**

\$154,500.00

4. **Pricing** – Pricing will be on a firm, fixed-price basis for the entirety of the contract period and *shall not exceed One Hundred Fifty-Four Thousand Five-Hundred Dollars (\$154,500.00)*.
5. **Billing and Payment** - All billing shall be invoiced in accordance with bid documents and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event, the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or

contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
- County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - County may terminate this agreement if in the opinion of the Boone County Commission, the delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
 - 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.

GEOSYNTEC CONSULTANTS, INC.

By 
DocuSigned by:
C545BFB424CE4AB...

Title Sr Principal / Vice President

BOONE COUNTY, MISSOURI

By: Boone County Commission


DocuSigned by:
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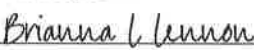
Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:


DocuSigned by:
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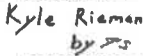
CJ Dykhous, County Counselor


DocuSigned by:
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Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

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


DocuSigned by:
E3D6F2FD3CE04B1...

Signature

7/15/2024

Date

1725 / 71100 – \$77,250.00
2046 / 71100 - \$77,250.00

Appropriation Account

362 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

July Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

25th

day of

July

20 24

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 Boone County contract C000834 awarded from cooperative contract NCPA 01-170, the TD Synnex Advanced Technology Solutions Aggregator contract for Cisco Products Maintenance and Support from Huber & Associates of Jefferson City, Missouri for the Boone County IT Department


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

Done this 25th day of July 2024.

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



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: July 16, 2024
RE: Award C000834 from Co-op Contract NCPA 01-170, TD Synnex - Advanced Technology Solutions Aggregator, Cisco Products, Maintenance and Support with Huber & Associates, Term & Supply for the Boone County IT Department

Purchasing requests approval of contract C000834 using the Omnia Partners National Cooperative Purchasing Alliance contract NCPA 01-170, the TD Synnex -Advanced Technology Solutions Aggregator contract. The contract will be set-up for the IT Department to purchase Cisco Products, Maintenance and Support from Huber & Associates of Jefferson City, Missouri.

The contract period will run August 01, 2024 through December 31, 2026. There are two (2) one-year renewal options available to the County.

This is considered a Term and Supply contract for the IT Department. Payments will reference this coding:

- 1172 – General Fund IT Hardware & Software/60051 – IT Equipment Service Contract with \$18,950.00 budgeted;
- 2708 -911/Emergency Management IT Hardware & Software/60051 – IT Equipment Service Contract with \$11,950.00 budgeted.

/lp

c: Contract File

**PURCHASE AGREEMENT FOR
SYNNEX Advanced Technology Solutions Aggregator
for
Cisco Products, Maintenance & Support**

THIS AGREEMENT, County Contract # C000834 dated the 25th day of July 2024, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County," and **Huber & Associates, 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 **C000834** shall consist of this Purchase Agreement for **Cisco Products, Maintenance and Support** through the NCPA (National Cooperative Purchasing Alliance) cooperative with TD SYNNEX for *Advanced Technology Solutions Aggregator* contract # **NCPA-01-170** with Huber & Associates, Inc. as the approved reseller, Boone County Insurance Requirements, and Boone County Missouri 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 file if not attached. In the event of any conflict between any of the foregoing documents, this Purchase Agreement and Boone County, Missouri Standard Terms and Conditions 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 **Cisco Products, Maintenance & Support** at the discounts and pricing outlined in cooperative contract *NCPA-01-107 - Advanced Technology Solutions Aggregator* in conformity with contract NCPA-01-107 documents as needed and ordered by the County. Huber & Associates, Inc. shall provide a quote to Boone County which includes the current MSRP price and the discounted contract price. The NCPA contract number (NCPA 01-170) referenced herein must be provided on the quote:

- 4% Discount off MSRP for all Legacy TD and Legacy Synnex product lines;
- 2% Discount off MSRP – Chromebooks, HP, Smartbuys, Lenovo, TopSeller products & all other promotionally priced products;
- 2% Discount off manufacturers: APC, Asus, Avaya, Cisco, Crucial, Google, Global Knowledge Training, Microsoft Software, NEC, Netmotion, Seagate, and F5;
- 0% Discount for non-discountable SKU's.

3. Contract Duration - This agreement shall commence on **August 1, 2024 and extend through December 31, 2026** subject to the provisions for termination specified below. The County shall have the option to renew the contract for two (2) one-year periods subsequent to the initial contract period.

4. For Fixed Asset Tracking – The Contractor shall send a list of any equipment purchased from this contract, with serial number(s) to Boone County Information Technology, 801 E. Walnut, Room 220, Columbia, MO 65201 within thirty (30) calendar days from the date of the purchase order.

5 Delivery - Vendor agrees to deliver equipment FOB Destination with freight charges prepaid and allowed (with freight included in the price) within 30 days after receipt of order. Additional freight costs may apply for white glove, special and expedited delivery requirements. Delivery shall be to Boone County Information Technology Department, 801 E. Walnut, Room 220, Columbia, MO 65201.

6. Billing and Payment - All billing shall be invoiced to the Boone County Information Technology Department, 801 E. Walnut, Room 220, Columbia, MO 65201. Invoices and billings shall only include the prices listed within. No fees or charges other than what was included in the quote may be charged. The County

agrees to pay all invoices within thirty days of receipt of a correct and valid invoice. Refer to Purchase Order for billing address.

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. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri, and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

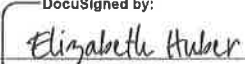
9. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

10. **Termination** - The County may terminate this agreement upon thirty (30) 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 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 the County, or
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the 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.

HUBER & ASSOCIATES, INC.

by 
4320ACD38A8F449...
title CEO

APPROVED AS TO FORM:


7D71DEAEB9D74DD...
County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission


57400BED96434D4...
Presiding Commissioner

ATTEST:


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.)

<div>DocuSigned by: <i>Hyle P. Brown</i> No Encumbrance Required EB91DB24AAC49D...</div>	7/19/2024	1172/60051; 2208/60051 – Term & Supply
Signature	Date	Appropriation Account

363-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

25th

day of

July

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the application for organizational use of the Boone County Government Center Conference Room 301 by the Boone County Regional Sewer District on July 30th, 2024, from 12:30PM until 3:30PM for the BCRSD Operational Excellence Committee meeting.

Done this 25th day of July 2024.

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 Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

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

Organization: Boone County Regional Sewer District

Address: 1314 N 7th Street

City: _____ State: _____ ZIP Code: 65201

Phone: 573-443-2774 Website: bcrsd.com

Individual Requesting Use: Sandi Clark Position in Organization: Manager, Administration

Facility requested: ☐ Chambers ☐ Room 301 ☐ Room 332

Event: BCRSD - Operational Excellence Committee

Description of Use (ex. Speaker, meeting, reception): meeting in Room 301

Date(s) of Use: 07-30-2024

Start Time of Setup: 12:30 AM/PM Start Time of Event: 1:00

End Time of Event: 3:00 AM/PM End Time of Cleanup: 3:30

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

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

Organization Representative/Title: Sandi Clark

Phone Number: 573-443-2774 Date of Application: 07/22/2024

Email Address: sclark@bcrsd.com; bcrsd@bcrsd.com

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

BOONE COUNTY, MISSOURI

Brianna J. Lennon
County Clerk

K. Kendrick
County Commissioner

DATE: 7/25/2024

364-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 24

In the County Commission of said county, on the 25th day of July 20 24


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:


Nick Knoth	Industrial Development Authority	New Appointment	Term 6 Years	Period July 25, 2024, through July 25 2030
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Done this 25th day of July 2024.

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 Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Industrial Development Authority

Name: Nick Knoth

Home Address: 701 Oak St

City: Columbia **Zip Code:** 65203

Business Address: 2005 W Broadway

City: Columbia **Zip Code:** 65203

At which address would you prefer to be contacted?

E-mail: Knoth.nicholas@gmail.com

Phone (Home): (618)570-4991 **Phone (Work):** **Phone (Cell):**

Fax:

Qualifications:

I believe my past and present experience in economic development working in roles with the Missouri Association of Realtors, Better Business Bureau, Missouri Department of Economic Development, Columbia Chamber of Commerce, and US Chamber, as well as being a small business owner, position me well to be an effective member of the Industrial Development Authority board.

Past Community Service:

My community service experience includes but is not limited to In2Action BoD 2024-Present, Columbia City Council 2023-2024, Boys & Girls Club BoD 2021-2023, MU Extension Council 2020-2022, as well as a dozen City of Columbia boards or commissions such as the Broadband Business Planning Task Force 2019-2020 and Housing & Community Development Commission 2018-2019. I also volunteer at the food bank for what its worth.

References:

Barbara Buffabe, Matt McCormick, and Matt Jenne.

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**

An Affirmative Action/Equal Opportunity Institution