### **CERTIFIED COPY OF ORDER**

575-2024

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20

24

County of Boone

In the County Commission of said county, on the

3rd

day of

December

**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 hire above the Flexible Hiring Range for Position 258 – Elections Operations Manager and does hereby authorize an appropriation of \$24.50 per hour for the salary of said position.

Done this 3<sup>rd</sup> day of December 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Jane M. Thompson

## CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 24

**County of Boone** 

3rd

day of

December

24

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the Flexible Hiring Range for Position 869 – Budget Administrator and does hereby authorize an appropriation of \$24.75 per hour for the salary of said position.

Done this 3<sup>rd</sup> day of December 2024.

ATTEST:

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

District I Commissioner

Janet M. Thompson

## 577 -2024

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20

24

County of Boone

one J ea.

In the County Commission of said county, on the

3rd

day of

December

**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 793 – Training and QA Manager and does hereby authorize an appropriation of \$40.00 per hour for the salary of said position.

Done this 3<sup>rd</sup> day of December 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20

**County of Boone** 

3rd

day of

December

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Amendment for Department 1243 for the FCI JCIP Grant.

Done this 3<sup>rd</sup> day of December 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

District I Commissioner

#### **BOONE COUNTY, MISSOURI** REQUEST FOR BUDGET AMENDMENT

	IVE DATE			FOR AUDIT	ORS USE
Dept	Account	Fund/Dept Name	Account Name	(Use whole S Transfer From Decrease	amounts) Transfer To Increase
1243	3451	GF Juvenile Grants	State Reimb-Grant/Program/Othr		750
1243	84010	GF Juvenile Grants	Reception/Meetings		750
				-	
r and su	ubsequent ye	ears. (Use an attachment if nec	ndment. Please address any budgetary essary):		nainder of this
ar and su	ubsequent you I funds awar Fing Cou 29-1/3	ears. (Use an attachment if nec		d Award information	
ar and sue ase add	I funds award Fing Cou Ry 1/3	ears. (Use an attachment if necded for working lunches during to the Top rovement 10/25  lesting Official  TO BE COMP	essary):	d Award information	nainder of this
ar and suease add	I funds award  Fing Coo  Required  A fund-solve	ears. (Use an attachment if necded for working lunches during to the Laprovement 10/25  esting Official  TO BE COMP  ncy schedule is attached.	essary): leam meetings. Please see the attached SCTP SUB-C-RANT  LETED BY AUDITOR'S OFFICE	d Award information	nainder of this
ar and sue ase add	I funds award  Fing Coo  Required  A fund-solve	ears. (Use an attachment if necded for working lunches during to the Top rovement 10/25  lesting Official  TO BE COMP	essary): leam meetings. Please see the attached SCTP SUB-C-RANT  LETED BY AUDITOR'S OFFICE	d Award information	nainder of this
ar and suease add	Request your control of the control	ears. (Use an attachment if necded for working lunches during to the Land Povement CO/25  LO/25  LO/25  TO BE COMP ncy schedule is attached.  FCT TCTP GRAM	essary): leam meetings. Please see the attached SCTP SUB-C-RANT  LETED BY AUDITOR'S OFFICE	d Award information	nainder of this
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ar and surase add	Request your control of the control	ears. (Use an attachment if necded for working lunches during to the Land Povement CO/25  LO/25  LO/25  TO BE COMP ncy schedule is attached.  FCT TCTP GRAM	essary): leam meetings. Please see the attached SCTP SUB-C-RANT  LETED BY AUDITOR'S OFFICE	d Award information	nainder of this

Idays public notice of the Public Hearing. NOTE: The 10-day period may not be waived.

Amendment.

At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5



## State of Missouri

Office of State Courts Administrator Administrative Services Division

**Issue Date** 

Award **Amount** 

11/08/2024

**Contract Period** 

\$ 750.00

10/01/24 to 9/30/25

rostering Co	urt	mpr	ovement J	CIF	' sub-grant
The Fostering Court Improveminclude permanency, timeliness in the implementation of strateg	s and	child safe	ety measures. Fun	dina	is provided to assist
Contrac	ct Numb	er		×	Orlginal Contract
OSCA 2	24-02667	<b>'-10</b>		Г	Contract Amendment
		Federa	II CFDA #93.586		
Court/Recipient Information:			Project Director:		OSCA Program Contact
The Honorable J. Brouck Jacobs Presiding Judge 13th Judicial Circult			Angle Bezoni Juvenile Officer		Nancy Capps 573-522-6265
705 East Walnut Street			13th Judicial Circuit 5 East Walnut Street		OSCA Fiscal Contact
Columbia, MO 65201			olumbia, MO 65201		Michael Skinner 573-526-8841
Special Conditions of this award	l are atta	ached.	There are no speci	al con	ditions of this award. Original irements only.
Requested Funding: \$ 750.00		Арр	proved Funding:	\$ 750.0	00
Please	Sign	, Date aı	nd Return by Mail	to:	
In witness there	Jeff∈ osc	Attn: Cont P.O. Box erson City, M a.contracts@		igreem	ent.
ppoleting Authority Signature			OSCA Signature		
inted Name Date 11/11/24		11 24			lorrisey
residing Judge Signature	(10			te Cou	irts Administrator
Inted Name Date		Date 11/08/2024			

child welfare de identified in the them in their ab will be required terms of the chi	ata to the local project coutcome measurem vility to implement st I to submit a funding Id welfare goals they	et sites. Strategies a ents, Funding is ava rategies to improve request on this forn hope to achieve an ed budgets, within C	Children's Division Quality Assurance S re then developed to address areas of de idable up to \$750.00 for each of the pro- services and outcomes for children and a, along with budgets and justification, a d how the funding will support such. R OSCA Financial Guidelines, after costs he et Request	ficiency whi ject sites to a families. Ea for their requ eimbursemer	ch are assist ch site est in nt would
1. Please break d	own your funding reque		. 1104 8001		
Budget Line Item		Approximate Cost	Budget Line Item	Approxit	mate Cost
a. Lunches for q	uarterly FCI/contract	\$750	e.		
b.			f.		
c.			g.		
d,			h,		
2. Total Budget I	Request \$750		3. Specific County to be reimbursed: Boor	ıe	
	Jus	tification (attach ad	ditional sheets, if necessary)		
serve lunch, in more collabora 2. Provide a time (Funding must b	order to promote a ative effort toward of line and description of l e spent prior to Septen	attendance, When our goals.  now the funding will be on the form of the funding will be on	quarterly basis. We hold the meeting we have more attendees, we are at used. CA must be billed prior to October 10, 202 ember 2024, March 2025, June 2025,	ole to achiev	ve a
	Fo	r OSCA Internal U	Use Only	Yes	No
1. Does this reque	est fall within the scope	of the Fostering Court	Improvement Program?		
2. Does this reque	est meet the requiremen	ts of the DHHS-ACF r	equirements for uses of these grant funds?		
<ol> <li>Is it clear that f 10, 2025?</li> </ol>	unding will be expende	d by September 30, 20	25 and billed to OSCA before October		
4. Are there any s	pecial terms or condition	ins attached to this awa	ırd?		
Authorization	(please both sign an		)		
Circuit 13th	Signature – Presiding .	AV	*)	Date 11/6	5/14
OSCA 24-02667-10	Deputy State Courts A			Date	
24-0200/-1U		R. Morre	sey	11/08/2	2024

Fostering Court Improvement JCIP Sub-grant: Local Court Enhancements (FY25)

The Fostering Court Improvement sites are measured on pre-determined outcomes including permanency,

Return to: Office of State Courts Administrator, Contracts Section; osca.contracts@courts.mo.gov

## **CERTIFIED COPY OF ORDER**

519-2024

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20

**County of Boone** 

ea.

In the County Commission of said county, on the

3rd

day of

December

o 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 extension of the Stormwater Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and Terrance Bahr. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 3<sup>rd</sup> day of December 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kerldrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson



# **Boone County** Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER 801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730 FAX (573) 886-4340 PHONE (573) 886-4330

PLANNING - INSPECTIONS - ENGINEERING

November 12, 2024

Citizens Bank 1451 High Street, Suite 101 Washington, MO 63090 Attention: Luke Meyer, President

Re:

Citizens Bank Letter of Credit No.: 361

Dated: 10/06/2023

In Favor of Boone County, Missouri on behalf of Terrence Bahr

#### Gentlemen:

This certificate authorizes reduction in the amount of \$63,143.95 of the above letter of credit. The remaining maximum available credit for this letter of credit is \$ 0.00.

BOONE COUNTY, MISSOURI

Kip Kendrick, Presiding Commissioner

APPROVED BY

Bill Norea, Director, Resource Management

Attest:

Brianna L. Lennon, Boone County Clerk

Commission Order: 559-2023

### CERTIFIED COPY OF ORDER



STATE OF MISSOURI

December Session of the October Adjourned

Term. 20

County of Boone

5th

day of December

20 23

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and Terrance Bahr.

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

Done this 5<sup>th</sup> day of December 2023.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Presiding Commissioner

Justin Aldred

District I Commissioner

### Stormwater Erosion and Sediment Control Security Agreement

Date: November 1, 2023

Developer/Owner Name: Terrence Bahr

Address: 6576 Highway 100

Washington, MO 63090

Development: Columbia Storage Depot South

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the Developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the Developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- Description of Improvements The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Columbia Storage Depot South. The SWPPP and ESC plan was prepared by Wunderlich Surveying and Engineering on October 9, 2023.
- Time for Completion The Developer agrees to complete the land disturbance activities
  and stabilize the site as described in the SWPPP no later than the 6<sup>th</sup> day of October 2025
  and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$63,143.95 which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- ☐ Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- 5. Use of Security The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to October 6, 2025, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Irrevocable Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing Irrevocable Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on October 6, 2025, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Irrevocable Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
- 6. Additional Sums Due In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
- 7. Remedies Cumulative Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
- 8. Authority of Representative Signatories Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. Binding Effect – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:
By:and
Printed Name: Ferrence Bahr  Title: Owner
BOONE COUNTY, MISSOURI:  Department of Resource Management  Bill Florea, Director Resource Management
County Commission:  Kip Kendrick, Presiding Commissioner
Attest: Brianna L. Lennon, Boone County Clerk
County Treasurer  Jenna Redel, County Treasurer
Approved as to form:  C.J. Dykhouse, County Counselor

P. O. BOX 197 100 CIRCLE DRIVE NEW HAVEN, MO 63068

PHONE: 573-237-3051 FAX: 573-237-3057

#### LOCATIONS:

#### Gerald

P.O. BOX 46 725 West Springfield Gerald, MO 63037 Phone: 573-764-3051 Fax: 573-764-4209

#### Pacific

2245 West Osage Pacific, MO 63069 Phone: 636-271-3051 Fax: 636-271-9162

#### Washington

1451 High Street Suite 101 Washington, MO 63090 Phone: 636-390-9944 Fax: 636-390-9955 IRREVOCABLE LETTER OF CREDIT NO. 361

DATE: October 6, 2023

Amount: \$63,143.95

County of Boone

Attn: Director, Resource Management

801 E Walnut St. Rm. 315 Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorized the County of Boone to draw on Citizens Bank for the account of Warrenton Self Storage LLC up to an aggregate amount of \$63,143.95 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under Citizens Bank Letter of Credit #361 Dated 10/06/2023."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counter of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before October 6, 2025, provided further that upon such expiration, either at October 6, 2025, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to

Citizens Bank within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, form the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

Luke Meyer

President, Citizens Bank

# Exhibit "A" To Letter of Credit Form of Certificate for Drawing

Boone County, Missouri letterhead

October 6, 2023

Citizens Bank 1451 High Street, Suite 101 Washington, MO 63090 Attention: Luke Meyer, President

Rea

Citizens Bank Letter of Credit No.: 361

Dated: 10/06/2023

In Favor of Boone County, Missouri on behalf of Warrenton Self Storage LLC

#### Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Citizens Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. 361 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

- The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
- A draft in the sum of \$\ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of account, as instructed by the Boone County Treasurer: [INSAttention: Boone County Treasurer.	- ·
IN WITNESS WHEREOF, the Beneficiary has executeday of	ed and delivered this certificate this
	BOONE COUNTY, MISSOURI
	By: Kip Kendrick, Presiding Commissioner
APPROVED BY:	A
Bill Florea, Director, Resource Management	Brianna L. Lennon, Boone County Clerk

Commission Order:

# Exhibit "B" To Letter of Credit Form of Reduction Certificate

#### Boone County, Missouri letterhead

October 6, 2023

Citizens Bank 1451 High Street, Suite 101 Washington, MO 63090 Attention: Luke, Meyer President

Re

Bank Letter of Credit No.: 361

Dated: 10/06/2023

In Favor of Boone County, Missouri on behalf of Developer/Owner

Gentlemen:	
This certificate authorizes reduction in the amount of \$ remaining maximum available credit for this letter of credit	
	BOONE COUNTY, MISSOURI
	By Kip Kendrick, Presiding Commissioner
APPROVED BY:	A
Bill Florea, Director, Resource Management	Brianna L. Lennon, Boone County Clerk
	Commission Order

## -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 24

County of Boone

ea.

3rd

day of

December

**20** 24

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000877 awarded from RFB 44-01NOV24 for 2025 Model Year Ford Police Interceptor SUVs to CFLR Auto, LLC dba Corwin Ford Republic of Republic, Missouri for the Boone County Sheriff's Office. The contract is set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 3<sup>rd</sup> day of December 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

# **Boone County Purchasing**

Liz Palazzolo, CPPO, C.P.M Senior Buyer



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

#### **MEMORANDUM**

TO:

**Boone County Commission** Liz Palazzolo, Senior Buyer

FROM: DATE:

November 19, 2024

RE:

Award of County Contract C000877 from RFB 44-01NOV24 for 2025

Model Year Ford police Interceptor SUV's for the Boone County Sheriff's

Office

Purchasing requests the award of Boone County contract C000877 as a result of competitively bid RFB 44-01NOV24 for Model year 2025 Ford Police Interceptor Sports Utility Vehicles of the Boone County Sheriff's Office. Three (3) bids were received:

1. Corwin Ford Republic of Republic, Missouri

2. Broadway Ford Truck Sales, Inc. of St. Louis, Missouri

3. Joe Machens Ford of Columbia, Missouri

All bids have been reviewed by the Purchasing Department and the Boone County Sheriff's Office. David Alexander with the Boone County Sheriff's Office in coordination with Fiscal Officer Leasa Quick of the Sheriff's Office recommends award to the "lowest and best" bidder, Corwin Ford Republic for all 11 vehicles.

The Bid Tabulation and the Cost Evaluation follow this memo.

Eleven SUV's will be awarded in 4 different configurations detailed as follows:

Line Item	Description	Firm Per Each Price	Firm Extended Price
4.10.1	Configuration 1: 2025MY Ford Police Interceptor Utility AWD 3.3L V6 (non-hybrid) ENF K9 Marked Standard 2025 or newer - shall comply with specifications stated in paragraphs 2.11.1 through 2.11.12	\$45,042.00	\$90,084.00

	Quantity: 2		
4.10.2	Configuration 2: CIVIL PROCESS and TRANSPORTS	\$45,609.00	\$182,436.00
	2025MY Ford Police Interceptor Utility AWD <b>3.3L V6 (non-hybrid)</b>		
	Standard 2025 or newer - shall comply with specifications stated in paragraphs 2.12.1 through 2.12.13		
	Quantity: 4		
4.10.3	Configuration 3: 2025MY Ford Police Interceptor Utility AWD 3.0L V6 EcoBoost ENF DPU UNMARKED	\$48,537.00	\$97,074.00
	Standard 2025 or newer - shall comply with specifications stated in paragraphs 2.13.1 through 2.13.12		
	Quantity: 2		
4.10.4	Configuration 4: 2025MY Ford Police Interceptor Utility AWD 3.0L V6 EcoBoost ENF DPU MARKED	\$48,470.00	\$145,410.00
	Standard 2025 or newer - shall comply with specifications stated in paragraphs 2.14.1 through 2.14.12.		
	Quantity: 3		
	Delivery to the Boone County Sheriff's Office, 2121 County Drive, Columbia, Missouri, 65202	Incl	uded
	Grand Total Firm Price	\$515,	004.00

The contract period runs November 14, 2024 through January 13, 2025.

The 11 vehicles are replacement vehicles. The Disposal forms will be submitted at a later time.

Payments will be made from the following accounts:

- Department 1255 General Fund Detention Operations/92400 Replacement Autos/Trucks: \$90,084.00
  - 2901 LEST Sheriff Operations /92400 Replacement Autos/Trucks: \$424,920.00

/lp

c: Contract File

11/13/24 RQST DATE

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

	CFLR Auto LLC, dba Corwin Ford Republic	44-01NOV24
16401		BID #
VNDR #	VENDOR NAME	

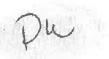
Ship to Dept #: 1255

Bill to Dept #: 1255

Dept	Account	Item Description	Qty	Unit Price	Amount
		Configuration 1: 2025 MY Ford Police Interceptor Utility	2	\$45,042.00	\$90,084.00
1255	92400	Configuration 2: 2025 MY Ford Police Interceptor Utility AWD 3.3L V6 non-Hybrid Civil Process & Transports	4	\$45,609.00	\$182,436.00
2901	92400	Configuration 3: 2025 MY Ford police Interceptor Utility	2	\$48,537.00	\$97,074.00
2901	92400	Configuration 4: 2025 MY Ford police Interceptor Utility AWD 3.0L V6 ECOBoost ENF DPU Marked	3	\$48.470.00	\$145,410.00
2901	92400	AVVD 5, or vo Eboobson 1			\$0.00
		FOB Destination Freight Prepaid and Allowed			\$0.00
		T do bookington			\$0.0
					\$0.0
					\$0.0
	T				\$0.0
					\$0.0
					\$0.0
					\$0.0
	1				\$0.
	1				\$0.
					\$0.
	1	4			\$0.
		0	GRAN	ID TOTAL.	515,004.0

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 country, and have been procured in accordance with statutory bidding requirements.

Approving Official	_
Munda	<b>D</b> .
Prepared By	-



Auditor Approval

### PURCHASE AGREEMENT 2025 MODEL YEAR FORD POLICE INTERCEPTOR UTILITY VEHICLES

THIS AGREEMENT, County Contract C000877 awar	rded from Boone County RFB
44-01NOV24, dated the 3rd day of2	024 is made between Boone County,
Missouri, a political subdivision of the State of Missouri through	
Missouri, a political subdivision of the State of Wissouri and Benubl	ia herein "Vendor"
"County" and CFLR Auto, LLC, d/b/a Corwin Ford Republ	ie, nerem 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 one (11) new 2025 Ford Police Interceptor Sports Utility Vehicles Truck in compliance with Boone County Request for Bid (RFB) number 44-01NOV24 in its entirety including the Introduction and General Conditions of Bidding, Technical Specifications, Bidder's Instructions and Evaluation, the un-executed Vendor Response/Pricing Pages, Boone County Standard Terms and Conditions, as well as the Contractor's bid response dated 11/06/2024 executed by Steve Forrester on behalf of the Contractor, and the e-mail clarification dated 11/07/2024 submitted by Steve Forrester on behalf of the Contractor. 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, and RFB number 44-01NOV24 in its entirety including the Introduction and General Conditions of Bidding, Technical Specifications, Bidder's Instructions and Evaluation, the un-executed Vendor Response/Pricing Pages 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 Contractor and the Contractor agrees to supply the County with a total of eleven (11) 2025 Model year Ford Police Interceptor Utility Vehicles detailed below:

Line Item	Description	Firm Per Each Price	Firm Extended Price
4.10.1	Configuration 1: 2025MY Ford Police Interceptor Utility AWD 3.3L V6 (non-hybrid) ENF K9 Marked Standard 2025 or newer - shall comply with specifications stated in paragraphs 2.11.1 through 2.11.12	\$45,042.00	\$90.084.00
	Quantity: 2		
4.10.2	Configuration 2: CIVIL PROCESS and TRANSPORTS	\$45,609.00	\$182,436.00
	2025MY Ford Police Interceptor Utility	}	

	AWD 3.3L V6 (non-hybrid)		1984EAL
	Standard 2025 or newer - shall comply with specifications stated in paragraphs 2.12.1 through 2.12.13		
	Quantity: 4		
4.10.3	Configuration 3: 2025MY Ford Police Interceptor Utility AWD 3.0L V6 EcoBoost ENF DPU UNMARKED	\$48,537.00	\$97,074.00
	Standard 2025 or newer - shall comply with specifications stated in paragraphs 2.13.1 through 2.13.12		
	Quantity: 2		
4.10.4	Configuration 4: 2025MY Ford Police Interceptor Utility AWD 3.0L V6 EcoBoost ENF DPU MARKED	\$48,470.00	\$145,410.00
	Standard 2025 or newer - shall comply with specifications stated in paragraphs 2.14.1 through 2.14.12.		
	Quantity: 3		
1.1111	Delivery to the Boone County Sheriff's Office, 2121 County Drive, Columbia, Missouri, 65202	Incl	ıded
	Grand Total Firm Price	\$515,0	004.00

- 3. *Purchase Order* The County will issue a Purchase Order for any order placed from this contract.
  - 4. Contract Period The contract period shall run November 14, 2024 through January 13, 2025.
- 5. *Delivery/Owner's Manual* Vendor agrees to deliver the vehicle under terms as set forth in the contract and coordinate with the Boone County Sheriff's Office. The contractor shall deliver the vehicle to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. Prior to delivery, the Vendor shall contact David Alexander at 573-875-1111, ext. 6175 to schedule the actual delivery date. The Owner's Manual for the vehicle shall accompany the vehicle upon delivery.
- 6. *Warranty* The standard manufacturer shall be provided by the Contractor to include but not be limited to 3 years/36,000 miles bumper to bumper; 8 years/100,000 miles hybrid unique components; and

5-year/100,000 miles powertrain CARE Extended Service Plan (zero deductible). The warranty shall commence on the County's acceptance of the vehicle.

- 7. *Title* –The contractor shall title each vehicle in the name of **Boone County Sheriff's Office** and send it to the attention of David Alexander this address: 2121 County Drive, Columbia, MO 65202.
- 8. Billing and Payment All billing shall be invoiced to the Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Billings may only include the prices listed herein. 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.
- 9. **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.
- 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

**BOONE COUNTY, MISSOURI** 

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.

<b>CFLR</b>	AUTO, LLC,		
D/B/A	<b>CORWIN FORD</b>	REPUBL	IC

by Stew Fornster D9C1CBAF73174AF	by: Boone County Commission
title	DocuSigned by:  57400BED96434D4
	Presiding Commissioner
APPROVED AS TO FORM:  DocuSigned by:  7D71DEAEB9D74DD	ATTEST:  Signed by:  Brianna L Lunnon  D267E242BFB94BC
County Counselor	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.)

1255/92400: \$90,084.00; <u>2901</u>-92400: \$424,920.00

Kyle Rieman by Ass.

11/15/2024

Signature

Date

Appropriation Account

## 581-2024

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 24

**County of Boone** 

} ea.

In the County Commission of said county, on the

3rd

day of

December

**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 Contract Amendment with Columbia Farmers Market, Inc. for a supplemental increase. The terms of the contract amendment are set out in the attached contract amendment and the Presiding Commissioner is authorized to sign the same.

Done this 3<sup>rd</sup> day of December 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

# **Boone County Purchasing**

Melinda Bobbitt, CPPO Director of Purchasing



5551 S. Tom Bass Road Columbia, MO 65201 Phone: (573) 886-4391

#### **MEMORANDUM**

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPO, CPPB

DATE:

November 20, 2024

RE:

Amendment #2 to contract C000702 (bid 28-29JUN22) - Access to

Healthy Food with Columbia Farmers Market, Inc.

Attached for signature is contract amendment #2 to contract C000702 (bid 28-29JUN22) - Access to Healthy Food with Columbia Farmers Market, Inc.

This amendment adds a supplemental increase of 6,000 SNAP/WIC matching at \$1.58 per 1 voucher for a total not to exceed amount of \$9,480.00 through the period ending December 31, 2024.

Invoices will be paid from department 2162 - CSF Program Funding, account 71106 -Contracted Services. \$13,500,000.00 is budgeted for 2024.

cc:

Contract File

11/19/24

# **PURCHASE REQUISITION**

		a to the second Mandage		28-29JUN22	
16140		Columbia Farmers Market  VENDOR NAME			D#
NDR#		VENDOR NAME			
Ship	to Dept#:		Bill	to Dept #:	
Dept	Account	Item Description	Qty	Unit Price	Amount
2162	71106	Supplemental Increase (1 voucher)	6000	\$1.58	\$9,480.0
2102	71100	Supplier (XXIII)			\$0.0
		Access to Healthy Food			\$0.0
		Add to PO: 2024-5			\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
				1	\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
	<del> </del>				\$0.6
					9,480.00

581-2024

12.03.2024

Commission Order #: \_\_\_\_\_

Date:

# CONTRACT AMENDMENT NUMBER TWO Access to Healthy Food

The Agreement, Boone County Contract C000702 (County RFP # 28-29JUN22), amended December 19, 2023 made by and between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board and Columbia Farmers Market, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD a supplemental funding increase for the following:

6,000 of SNAP/WIC Matching at \$1.58 per 1 voucher for a total not to exceed amount of \$9,480.00

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.

Columbia Farmers Market, Inc.	Boone County, Missouri		
	By: Boone County Commission		
By: DocuSigned by:	DocuSigned by: 57400BED96434D4		
Signature	Kip Kendrick		
Corrina Smith	<b>Boone County Presiding Commissioner</b>		
By: Executive Director	By: Boone County Children's Services Board		
Printed Name/Title	Leigh Spence, Board Chair		
APPROVED AS TO FORM:	ATTEST:		
DocuSigned by:	Signed by:		
TD71DEAEB9D74DD	Brianna L lennon		
CJ Dykhouse, County Counselor	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:

Kyle Rieman

by Fr

E3D8F2F03CE04B1...

11/21/2024

2162 / 71106 / \$9,480.00

## 582-2024

### CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 24

**County of Boone** 

ea.

In the County Commission of said county, on the

3rd

day of

December

24

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 Action Target, Inc. for Shooting Range 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 3<sup>rd</sup> day of December 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

# **Boone County Purchasing**

Melinda Bobbitt, CPPO, CPPB Director of Purchasing



5551 S. Tom Bass Road Columbia, MO 65201 Phone: (573) 886-4391

#### **MEMORANDUM**

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPO, CPPB

DATE:

October 29, 2024

RE:

Cooperative Contract: C000869 (State of Utah cooperative contract

MA3464) - Shooting Range Services with Action Target, Inc.

Boone County requests permission to utilize the State of Utah cooperative contract MA3464 (based on State of Utah contract MA3464) to purchase Shooting Range Services from Action Target, Inc. This is a Term and Supply contract which will be used for the Boone County Sheriff capital project per Erik Miller, PW Architect's recommendation. County contract number is C000869.

This is a Term and Supply contract. Invoices will be paid from departments 4130 – LE Training Center Construction, account 71231 – Owner Costs.

cc:

Contract File

Erik Miller, PW Architects; Contract File

582-2024

Commission Order #

## PURCHASE AGREEMENT FOR SHOOTING RANGE SERVICES - TERM & SUPPLY

	3rd	December	
THIS AGREEMENT, C000869 dated the	day	of	2024 is made between
Boone County, Missouri, a political subdivision of t	he State of Mis	souri through the Bo	
Commission, herein "County" and Action Target, 1	I <b>nc.</b> herein "Co	ntractor."	•

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 contract for the furnishing of Shooting Range Services Term & Supply in compliance with all bid specifications and any addenda issued for the State of Utah cooperative contract MA3464, as well as Boone County's Insurance Requirements 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, specifications 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 conflict between any of the foregoing documents, this Purchase Agreement and the State of Utah contract number MA3464 shall prevail and control over the contractor's bid response.
- 2. Purchase The County agrees to purchase from the contractor and the contractor agrees to provide the County with Shooting Range design, manufacturing, installation, and maintenance required, and related services including but not limited to lead and brass recycling, and HEPA filter disposal. The vendor will work with County to meet their needs by providing detailed quotes or items or services requested, recommendation, equipment demonstrations, and plan drawings, and any fees associated with these services.

When the need for services arises, a representative from the County will contact the Contractor and provide the Contractor with the necessary information as to the scope of work for a given project, location and any Federal or State requirements. The Contractor will be required to submit a quote stating their understanding of the required service by providing a brief outline of the expectation and a total not to exceed price inclusive of all materials, supplies, equipment, and labor. The Contractor shall include in their quote the number of calendar days to complete the work following Notice to Proceed from the County. The County reserves the right to obtain clarification on the submitted quotes in the event there is a substantial difference noted. No work shall begin until the Contractor has received a written Notice to Proceed.

- 3. Contract Duration This agreement shall commence on contract date above and extend through May 5, 2025.
- 4. Billing and Payment All billing shall be invoiced to the ordering Boone County office, and billings may only include the prices as accepted in the written quote. 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. 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.
- 5. Prevailing Wage Current Missouri Prevailing Wage Order Number 31 dated March 8, 2024 shall apply to any specific shooting range service project ordered off the contract pursuant to the following terms:

- 5.1 If the project bid accepted by the County for a "major repair" or "construction" of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to the contract.
- 5.2 If the project bid accepted by the County for a "major repair" or "construction" of a public work project is greater than \$75,000, then the Prevailing Wage Law <u>WILL</u> apply to the entire project.
- 5.3 **Special Rule for Change Orders**: If the County accepts a project bid for less than \$75,000 for a "major repair" or "construction" of a public work and that contract is later subject to a change order that raises the total contract price over \$75,000, then the vendor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.

When prevailing wage is applicable, Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. Contractor shall cooperate with Deputy County Treasurer in providing all payroll documentation from Contractor and all of Contractor's subcontractors in a timely fashion in order to comply with the Prevailing Wage Law. Contractor understands that payment requests will not be further processed unless supported by adequate Prevailing Wage documentation.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

- 6. Regulations and Ordinances The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.
- 7. Payment and Performance Bonds In the event the project total exceeds \$50,000.00, the contractor shall be required to present Performance and Payment bonds on County-provided bonding forms in the amount identified for the specific project. The Specific Project Title is to be added to the BOND forms presented in Attachment Two of the contract which is incorporated into the contract by reference.
- 8. Delivery Delivery shall be specified by the County office at the time of order, specific to the County project, and in compliance with contract terms. Delivery shall be coordinated with the Boone County ordering office; the contractor shall promptly communicate any delay and coordinate with ordering office about delivery time and date. Primary user of this contract is the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202.

The said Contractor agrees further to begin work not later than the authorized date in the written Notice to Proceed, and to complete the work within the time specified in the quote document or such additional time as may be allowed by the Owner under the contract.

If any equipment is delivered to the County, it shall be delivered FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

- 9. Overhead Power Line Safety Act The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the Contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. The Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with a contractor or a subcontract for part of the services), anyone directly or indirectly employed by the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 10. **OSHA Program Requirements** The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
- 11. Insurance Requirements The Contractor and all subcontractors will be required to provide a certificate of insurance with the attached Insurance Requirements.
- 12. Work Authorization The contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services and return a copy of the Memorandum of Understanding following completion of enrollment. This will provide the County the proof of enrollment.

Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

13. Repairs and Replacement – The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the County, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the County, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

- 14. Laws of the State of Missouri The parties hereto agree that this Contract in all things shall be governed by the laws of the State of Missouri.
- 15. 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.
- 16. 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.
- 17. **Termination** This agreement may be terminated by the County upon thirty days' advance 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, 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 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.

ACTION TARGET, INC.  Docusigned by:	BOONE COUNTY, MISSOURI		
ByC70D9CE85F61488	By: Boone County Commission		
CFO Title	Commissioner  S7400BED96434D4  Kip Kendrick, Presiding Commissioner		
APPROVED AS TO FORM:  DocuSigned by: 7D71DEAEB9D74DD  CJ Dykhouse, County Counselor	ATTEST:  Brianna L Lunnon  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.)

Signature	Date	Appropriation Accounts
Rule Biaman by AN, BESFE1148A274E1	11/20/2024	Sheriff – Term & Supply
DocuSigned by:	mact do not create a measurable coun	ty obligation at this time.)

## 583-2024

### CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 24

**County of Boone** 

ea.

day of

December

0 24

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with Marco Technologies, LLC for Audio Equipment for the Boone County Commission Chambers. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

3rd

Done this 3<sup>rd</sup> day of December 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**

Melinda Bobbitt, CPPO, CPPB Director of Purchasing



5551 S. Tom Bass Road Columbia, MO 65201 Phone: (573) 886-4391

#### **MEMORANDUM**

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPO, CPPB

DATE:

November 15, 2024

RE:

Request for Proposal Award Recommendation: 41-01OCT24 (C000878) -

Audio Equipment for the Boone County Commission Chambers with

Marco Technologies, LLC

Request for Proposal 41-01OCT24 – Audio Equipment for the Boone County Commission Chambers closed on October 1, 2024. Four proposal responses were received.

Recommendation for award is to Marco Technologies, LLC of Columbia, MO for \$32,690.22 per the attached Evaluation Report and scoring. The evaluation committee consisted of Beth Boos, Deputy Director, IT, Paula Evans, Administrative Coordinator, Resource Management, Julia Lutz, Director, IT, Phillip Montes, Systems and Support Manager, IT, and Jodi Vanskike, Deputy County Clerk III.

County contract number is C000878. Invoices will be paid from department 1172 – GF IT Hardware & Software, account 92301 – Replacement Computer Hardware. Budgeted amount is \$30,000. Savings from the class will be used to cover the difference.

ATT: Evaluation Committee Report with Scoring

cc: RFP File

Julia Lutz, Phillip Montes, Beth Boos, IT; Paula Evans, Resource Management, Jodi Vanskike, Clerk

#### **Evaluation Report for Request for Proposal**

### 41-01OCT24 - Emergency Management Consultant Services

OFFE	ROR #1: Arcadis U.S., Inc., d/b/a Arcadis of Michigan LLC
_X_	It has been determined that <b>Arcadis US Inc.</b> has submitted a <b>responsive</b> RFP response meeting the requirements set forth in the original Request for Proposal.
	It has been determined that Arcadis US Inc. has submitted a non-responsive proposal
Met	hod of Performance (Project Approach)
Loca	ation: Detroit, Michigan (have offices in St. Louis & Kansas City)

#### Strengths:

• The company is well-established within the field (100 years).

#### Clarifications:

- What would be their process without technology?
  - O Per Clarification Response #1, they are equipped to bring laptops, monitors, printers, power generators, fuel, cables, field equipment, ATVs, and trailers/workspaces. In the past have utilized Starlink, set up WiFi networks, radio systems, and mobile radio applications on cell phones. Have worked with cell phone providers and arranged first responder cellular network towers and trailers be onsite. In the past, they have used whiteboards, display boards, posters, pen, paper, and extra staff to serve as messengers/runners to relay and collect essential data. Have also tasked jobs to remote staff in other parts of the Country.
- They have a mark-up of 10% on direct costs. The County would only be willing to pay IRS per diem rates for Missouri.
  - O Per Clarification Response #1, agree to IRS per diem rates for any associated travel costs.

#### Concerns:

- The company handles many large projects across the US, which could lead to resource scarcity if multiple disasters occur simultaneously.
- Pricing is high.

#### Concerns:

- Located in Chicago. If we need service, does the service come from Chicago? What if we need on-site support? Is there a local technician? What does their afterhours support look like?
  - Per BAFO/Clarification #1 response, the technician dispatched from the location nearest to the site to ensure quick response time. (This does not answer our questions at all. Are they coming from Chicago? Are they going to charge us travel?).
- Did not include the MOU that was to be attached to the Work Authorization (page 25).

#### **Experience** and **Expertise**

#### Strengths:

#### Concerns:

- No Missouri or county references provided.
- Only eight years in business

### OFFEROR #2: CCS Presentation Systems

- \_\_X\_\_ It has been determined that CCS Presentation Systems has submitted a responsive RFP response meeting the requirements set forth in the original Request for Proposal.
- It has been determined that CCS Presentation Systems has submitted a non-responsive proposal.

Project can start in 60 calendar days or less after receipt of Purchase Order and can be complete in 3-4 calendar days (64 days).

## Method of Performance (Project Approach)

#### Strengths:

Docking bases can be charged (only quoted 4)

#### Clarifications:

- Their cost was extremely high. Their response proposed more equipment than was requested in the RFP. They need to propose line-item pricing. They quoted 17 mics, 17 bases, 19 batteries and 1 handheld mic. The County does not need the handheld mic. We only need 8 wireless gooseneck microphones, bases, and batteries. Only need 8 rechargeable batteries or explain the need for additional.
  - Revised and attached quote as requested in BAFO/Clarification #1 response.
- Does not specify if SoniClear is supported
  - o "Yes" per BAFO/Clarification #1 response.
- When the County needs on-site support, where is the technician dispatched from? Describe your after-hours support.
  - o Per BAFO/Clarification #1 response, they dispatch from their Lenexa, KS office. Can also do phone troubleshooting as need. Onsite or phone support 8:00 a.m. -5:00 p.m. M-F

#### Concerns:

- Did not include the MOU that was to be attached to the Work Authorization.
- In BAFO, requested revised pricing and provide it as line-item pricing. (It was not provided as line-item pricing).

### **Experience and Expertise**

#### Strengths:

- 15 years in business
- 30+ conference room installations

Concerns:

No Missouri or county references provided.

#### OFFEROR #3: Kansas City Audio Visual

_X_	It has been determined that <b>Kansas City Audio Visual</b> has submitted a <b>responsive</b> RFF response meeting the requirements set forth in the original Request for Proposal.
	It has been determined that Kansas City Audio Visual has submitted a non-responsive proposal.

Project can start in TBD calendar days after receipt of Purchase Order and can be complete in TBD calendar days.

### Method of Performance (Project Approach)

#### Strengths:

- Wall mount volume control, will recall programmed audio & volume presets.
- Allows for future expansion

#### Clarifications:

- Not sure of their calendar and when they can really begin the project since they marked TBD on the pricing pages for when can start and complete project.
  - o Project will start 56 calendar days after receipt of NTP. Project will be complete 63 calendar days following receipt of NTP per BAFO/Clarification #1 response.
- Their warranty on labor is only covered for 90 days which does not meet the RFP requirement in section 3.6.3.2. One Year Correction Period. Is the \$1,500 for the optional Silver support?
  - Per BAFO/Clarification #1 response, yes have to purchase the Edge Silver support to get the one-year warranty on labor.
- Describe what your training includes.
  - o Per BAFO/Clarification #1 response, training will cover all areas relating to operating the system and user questions.
- They attached their own Terms and Conditions, many of which will be unacceptable for the County. Our Legal Department would have to review their Terms and Conditions prior to contracting.
  - o Shipping FOB Company's distribution facilities is unacceptable and in violation of section 3.7.2. FOB Destination of the RFP.
    - Per their Attachment 3, no items are being shipped directly to the County.
  - o If scheduling delays, they can charge additional charges for labor, travel, and expenses.
    - Their Attachment 3 said this would not apply.
  - O Venue cannot be Kansas City, Missouri, but the 13th Judicial Court.
    - Their Attachment 3 agrees to this.
  - o Their pricing proposal is not firm. If they experience a 7% or greater expense in equipment, they will charge the County more.

- Attachment 3 agrees pricing is firm for 90 days and the 7 % does not apply.
- o "Company shall not be liable to Customer for any damage to or loss of equipment in transit." This is unacceptable and in violation of section 3.7.2. FOB Destination of the RFP.
  - Per their Attachment 3, no items are being shipped directly to the County.
- o Tariff charges would need to be identified at the time they submitted a proposal, not afterwards.
  - Per BAFO/Clarification #1 response, there are no tariff charges on the equipment proposed.
- o To be considered responsive, they will be to delete their confidentiality clause since their proposal response will become part of public record.
  - Agreed to in BAFO/Clarification #1 response
- Does not specify if SoniClear is supported.
  - Per BAFO/Clarification #1 response, their solutions offers an audio USB output or analog output that can be plugged into a computer or device using SoniClear software.
- Only specified audio room setting defaults, does not mention default controls on mics o "Yes" per BAFO/Clarification #1 response.
- For the NetGear managed switch on your equipment, what is the purpose of that equipment?
  - Per BAFO/Clarification #1 response, they use NetGear audio visual line switches whenever possible and IP based audio visual system because the NetGear AV Platform is preconfigured to run QSC and Shure products; which in the system both require a network switch.
- Pricing only firm through 10/26/24 which is in violation of section 4.4.1. Validity of Proposal Response of RFP that requires their quote to be firm for 90 days.
  - Attachment 3 agrees pricing is firm for 90 days and the 7 % does not apply.

#### Concerns:

- Need to provide line-item pricing.
  - o Provided in BAFO/Clarification #1 response (County is not clear if the microphones are included, so unclear on if the pricing is correct).

#### **Experience and Expertise**

#### Strengths:

- In business for 70 years.
- Serves 1000+ schools, universities & court rooms.

#### Concerns:

#### OFFEROR #4: Marco Technologies, LLC

_X_	It has been determined that Marco Technologies LLC has submitted a responsive I	RFP
	response meeting the requirements set forth in the original Request for Proposal.	

It has been determined that Marco Technologies, LLC has submitted a non-responsive proposal.

Project can start in 1 calendar day after receipt of Purchase Order and can be complete in 73 calendar days (74 days).

#### Method of Performance (Project Approach)

#### Strengths:

- Dedicated local customer service and account management.
- Full-time dispatchers and technical representatives maintain a 95% live call answer rate. If not answered live, will have a follow-up call within 15 minutes.
- Gooseneck mics & bases.
- Remote charge status monitoring
- 24-hr support

#### Clarifications:

- For the Cisco managed switch on your equipment, what is the purpose of that equipment?
  - o Per BAFO/Clarification #1 response, it's for the network connected equipment. It is certified to work with the proposed Q-SYS solution.
- Proposal only specified audio room setting defaults. Are there default controls on microphones?
  - o Per BAFO/Clarification #1 response, the microphone quoted has one button on it that can be used for muting. There will be a default level control to revert to every time the system is turned off and back on to ensure that the system reverts to a standard. All other controls will be done via the touch panel.
- Provide line-item pricing
  - o Provided in BAFO/Clarification #1 response.
- 73 installation days seem long. What is included in this?
  - Per BAFO/Clarification #1 response, see document 2B AV Work Plan. The entire implementation process from initiation to closing takes about 73 days. On-site work/physical installation is estimated to take about 10 days.
- Their standard Payment terms are not acceptable. 25% downpayment (we don't make downpayments) and Net 15 (has to be Net30 after acceptance by the County).
  - O Per BAFO/Clarification #1, they can create flexible and customized invoicing. Did agree to Net30.
- How much is their emergency support? What is the response time for emergency support during and after-hours?

- o Per BAFO/Clarification #1 response, there is no service available outside business hours. Service rate is \$160/hour. Service hours 8-5, M-F, excluding holidays. Client Services response is 2 business hours and technician response is 8 hours.
- Did not include the MOU that was to be attached to the Work Authorization (however we have one on file from previous contracts with Marco).
  - O Provided
- They attached their own agreement with some unacceptable clauses. Per BAFO/Clarification response, they said these terms are negotiable, depending on what terms/language Boone County is looking for specifically.

#### Marco Technologies Relationship Agreement

- O Delete from paragraph 2.2 "Client shall pay for all costs and expenses, including reasonable attorney fees (even if the collections matter does not include litigation)"
- O Delete from paragraph 2.2 "Shipping and handling fees may apply and will be payable by Client upon invoice". (You provided a firm price. We will not accept additional shipping charges)
- O Delete paragraph 12 Confidential Information
- O Delete paragraph 12.2. Return/Destruction of Confidential Information.
- O Change paragraph 20.1 from "Governed by the laws of Minnesota" to "Governed by the laws of Missouri". All references to arbitration and mediation must be removed.
- O Paragraph 3 Delete the following: "Risk of loss will pass to Client upon delivery of the Resold products to the common carrier."

#### Exceptions/Clarifications

- O Delete the 25% downpayment and net 15. We pay net30 following installation of the equipment.
- The above terms were negotiated out of the contract.

#### **Experience** and **Expertise**

#### Strengths:

- Established in 1973, doing audio since 2002.
- Previous chambers installations.

#### Concerns:

1.00

#### **SUMMARY**:

The evaluation committee initially met on October 15, 2024. The committee identified some clarifications questions to send to the Offerors. Clarification/BAFO #1 was sent with a due date of November 1, 2024. The committee met to again on November 7, 2024 to review the Clarification/BAFO #1. The committee then scored the four proposals received.

Recommendation for Award: Marco Technologies, LLC

Elizaska Je Brol	11/07/2024
Evaluator, Signature: Beth Boos, Deputy Director, IT	Date
Youln (wans	11/7/2024
Evaluator's Signature: Paula Evans, Administrative Coordinator, Resource Management	Date
Aulia Duta	11/7/2024
Evaluator's Signature: Julia Lutz, Director, Information Technology	Date
The Walt At Land	11/7/24
Evaluator's Signature: Phillip Montes, Systems and Support Manager, Information Technical	nology Date
Jodi Vaskike	11/7/2024
Evaluator's Signature: Jodi Vanskike, Deputy County Clerk III	Date

41-01OCT24 - Audio Equipment for the Boone County Commission Chambers

		CCS Presentation	Kansas City	Marco Technologies,
	AmorServ LLC		Audio Visual	LLC
Equipment	\$10,389.23	\$27,894.10	\$19,381.33	\$20,305.36
abor	\$5,995.00			16,425.00
Shipping / other	\$0.00			1,150.00
SUB-TOTAL	\$16,384.23	-	\$30,502.77	37,880.36
Edge Silver Service to get one-year warranty on abor	N/A	N/A	\$1,500.00	N/A
Marco Product discount				-\$5,190.14
Grand Total (KCAV must purchase Edge Silver to get one-year correction period)		\$36,595.4	4 \$32,002.7	7 \$32,690.22
# of calendar days to start project after receiving PO		7 60	TBD	1
Project will be complete calendar days after receipt of Notice to Proceed/PO		0 3-4	TBD	73
Total Maximum Days for Project		7 64	TBD	74
Responsive Proposal?				

#### **EVALUATION REPORT FORM**

#### PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

Request for Proposal: 41-01OCT24 - Audio Equipment for the Boone County Commission Chambers

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing

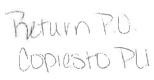
Terror		<u> </u>			For Pu	rchasing Use Only
	NAME OF OFFEROR	Method of Performance (Project Approach) (30 points)	Experience and Expertise (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
1	AmorServ LLC	5	5	10	50	60
2	CCS Presentation Systems	10	10	20	22	42
	Kansas City Audio Visual	25	20	45	26	71
	Marco Technologies, LLC	30	19	49	25	74

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a narrative, which highlights some, but not all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, MO or any other party.

RFP Opening: 41-010CT24 - Audio Equipment for the Commission				
Chambers				
<u>OFFERORS</u>				
CCS Presentation Systems				
Marco Technologies, LLC				
Kansas City Audio Visual				
AmorServe LLC				

11/12/24 RQST

## PURCHASE REQUISITION BOONE COUNTY, MISSOURI



DATE		BOONE COUNTY, M	19200KI		
942	_	Tech Electronics		31-1	5JUL24
VNDR#		VENDOR NAME		В	ID#
Ship	to Dept #	1172 : <b>6100</b>	Bill	to Dept #: 1172	
Dept	Account	Item Description	Qty	Unit Price	Amount
1172	92301	Audio-Visual Equipment	111	\$32,690.22	\$32,690.22
	ļ				\$0.00
	1				\$0,00
					\$0.00
		See contract for details			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

S0.00

GRAND TOTAL:

32,690.22

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.

Prepared By

**Auditor Approval** 

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Comm	$\mathbf{n}$	DIOL	UU	LOI	$\pi$

## CONTRACT AGREEMENT FOR AUDIO EQUIPMENT FOR THE BOONE COUNTY COMMISSION CHAMBERS

	3rd	December
THIS AGREEMENT, C000878, dated the	day of _	2024 is
made between Boone County, Missouri, a political	subdivision of the	State of Missouri through
the Boone County Commission, herein "County" ar	nd Marco Technol	ogies, LLC 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 Contract Agreement for Audio Equipment for the Boone County Commission Chambers, Boone County Request for Proposal number 41-010CT24, Addendums #1 & #2, Clarification/Best and Final Offer #1 with Contractor's responses to the clarification/BAFO and proposal response, executed by Doug Wood 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, specifications and literature submitted with Request for Proposal response may be permanently maintained in the County Purchasing Office file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Agreement shall prevail and control over the Contractor's Proposal and Clarification/BAFO responses.
- 2. *Purchase* The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Audio Equipment for the Boone County Commission Chamber as identified and responded to in the Contractor's Proposal and Clarification/BAFO responses. Service and equipment shall be provided as required in the Request for Proposal specifications and in conformity with the contract documents for the prices set forth in the contractor's proposal response.

Equipment: \$20,305.36

Professional Services & Labor: \$16,425.00

Lift Rental and Shipping: \$1,150.00

Less one-time: (\$5,190.14

Total: \$32,690.22

Emergency Service Support rate is \$160/hour, 8:00 a.m.-5:00 p.m., Monday through Friday, excluding holidays.

3. Warranty – The standard manufacturer warranty shall be provided by the contractor. The warranty shall commence after delivery and acceptance by the County. The contractor must replace any defective equipment during the warranty period at no additional cost to the County.

Correction or Removal of Defective Work: If required by the County, the contractor shall promptly, as directed, either correct all defective work, whether or not fabricated, installed or completed; or if the work has been rejected by County, remove it from the site and replace it with non-defective work. The contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

One Year Correction Period: If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the contract or by any specific provision of the contract, any work is found to be defective, the contractor shall promptly, without cost to the County and in accordance with County's written instructions, either correct such defective work, or if it has been rejected by County, remove it from the site and replace it with non-defective work. If the contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the County may have the defective work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the contractor. In special circumstances where a particular item of equipment is placed in continuous service before substantial completion of all the work, the correction period for that item may start to run from an earlier date if so provided in the specifications or by written amendment to the contract conducted by the County Purchase Department and approved by the County Commission.

4. Delivery – Project will begin within one (1) calendar day after receipt of Notice to Proceed and Purchase Order. Project will be complete 73 calendar days following receipt of Notice to Proceed/Purchase Order.

Delivery is FOB Destination. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

- 5. Billing and Payment All billing shall be invoiced to the Boone County Information Technology department for equipment and services described in the Request for Proposal and Clarification/BAFO scope of services. The County agrees to pay all invoices within thirty days of receipt of a correct and valid invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the 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 by County* 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 delivery of services and deliverables are or will be delayed or impaired, or if services are

otherwise not in conformity with RFP scope of services or variances authorized by County, or if services are deficient in quality in the sole judgment of 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 to fund this agreement.

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

bybout Wood by:  by: Boone County Commission  title  Director  title  by: Boone County Commission	
Director & Fil	
Kip Kendrick, Presiding Commissioner	
APPROVED AS TO FORM: ATTEST:	
DocuSigned by:  Signed by:  Brianna L Lunion  D267E2428FB948C  Brianna L. Lennon, County Clerk	
<b>AUDITOR CERTIFICATION:</b> In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balar exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of the contract is not required if the terms of this contract do not create a measurable county obligation at the time.)	is
Docusigned by:  Hyle Riemen  EB91DB24AAAC49D  Signature  Date  Appropriation Account	.22

## 584-2024

## CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 24

**County of Boone** 

} ea.

3rd

day of

December

**20** 24

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

In the County Commission of said county, on the

Now, on this day, the County Commission of the County of Boone does hereby approve the agreements with Goodyear Tire & Rubber Company, Pomp's Tire Service, and McKnight Tire Co. for the purchase of Tires and Tire Related Services. The terms of the agreement are set out in the attached contracts and the Presiding Commissioner is authorized to sign the same.

Done this 3<sup>rd</sup> day of December 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@boonecountymo.org

TO:

**Boone County Commission** 

FROM:

Amy Gerskin

DATE:

November 13, 2024

RE:

Request for Bid Award Recommendation: 45-04NOV24 - Tires -

Heavy Trucks and Large Equipment - Term & Supply

Request for Bid #45-04NOV24 – Tires – Heavy Trucks and Large Equipment – Term & Supply opened on November 4, 2024. Three bid responses were received. This RFB included pricing terms for various tires and services & repairs. Road & Bridge recommends awarding contracts to each of the respondents. Below are the suppliers that responded and the corresponding County contract numbers for each.

- 1. GoodYear Tire & Rubber Company C000880
- 2. Pomp's Tire Service C000881
- 3. McKnight Tire C000882

Orders placed on these contracts will require a PO. Invoices will be paid from department 2042 – Road & Bridge Fleet and Equipment Maintenance Operations, department 59105 – Tires. The award recommendation form and Bid Tab are attached for reference.

Attn: Bid Tab

cc: Greg Edington, Robert Sapp, Road & Bridge

Bid File

Commission Order #: 584-2024

## PURCHASE AGREEMENT FOR TIRES – HEAVY TRUCKS AND LARGE EQUIPMENT – TERM & SUPPLY

THIS AGREEMENT, C000880, dated the <u>3rd</u> day of <u>December</u> 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Goodyear Tire & Rubber Company. 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, the County of Boone Request for Bid for Tires Heavy Trucks and Large Equipment, bid number 45-04NOV24, any applicable addenda, and the Contractor's bid response dated November 1, 2024, and executed by Chris Campbell on behalf of the Contractor. All such documents shall constitute the contract documents 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 and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
- 2. Purchase The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Tires and Tire Related Services as identified and responded to in the Contractor's Bid Response. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices outlined in the Contractor's bid response, as needed and as ordered by the County.
- 3. Contract Duration This agreement shall commence on the Date of Award, and extend through October 31, 2025, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one-year periods subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month-to-month basis in the event the County is unable to re-bid and/or award a new contract before the expiration date.
- **4. Delivery** Contractor agrees to deliver the items as specified and within the time limit specified by the bid after receipt of order.
- billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges over the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct 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, that 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 as 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, 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:
  - 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.

GOODYEAR TIRE & RUBBER COMPANY		NE COUNTY, MISSOURI Boone County Commission
By 64A0210B9693435	Kip k	-Docusigned by: -57400BED96434D4 Kendrick, Presiding Commissioner
Title Director		
APPROVED AS TO FORM:	ATT	EST:
DocuSigned by:  7D71DEAEB9D74DD  CJ Dykhouse, County Counselor		Signed by:  Pranna L Lundu  D267E242BFB948C  Ina L. Lennon, County Clerk
AUDITOR CERTIFICATION:	reby certify that a suffic	cient unencumbered appropriation balance exists
and is available to satisfy the obligation terms of this contract do not create a me	n(s) arising from this co	ntract. (Note: Certification is not required if the
Kyle Rieman	11/21/2024	Term & Supply – No encumbrance required.
E3D6F2FD3CE04B1 Signature	Date	Appropriation Account

Commission Order #: 584-2024

# PURCHASE AGREEMENT FOR TIRES – HEAVY TRUCKS AND LARGE EQUIPMENT – TERM & SUPPLY

THIS AGREEMENT, C000881, dated the <u>3rd</u> day of <u>December</u> 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Pomp's Tire Service, 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, the County of Boone Request for Bid for Tires Heavy Trucks and Large Equipment, bid number 45-04NOV24, any applicable addenda, and the Contractor's bid response dated November 4, 2024, and executed by Kenneth Kirkendoll on behalf of the Contractor. All such documents shall constitute the contract documents 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 and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
- 2. Purchase The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Tires and Tire Related Services as identified and responded to in the Contractor's Bid Response. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices outlined in the Contractor's bid response, as needed and as ordered by the County.
- 3. Contract Duration This agreement shall commence on the Date of Award, and extend through October 31, 2025, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one-year periods subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month-to-month basis in the event the County is unable to re-bid and/or award a new contract before the expiration date.
- 4. **Delivery** Contractor agrees to deliver the items as specified and within the time limit specified by the bid after receipt of order.
- 5. Billing and Payment All billing shall be invoiced to the Boone County Road & Bridge Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges over the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct 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, that 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.
- Binding Effect This agreement shall be binding upon the parties hereto and their successors and assigns
  as 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, 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:
  - 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.

POMP'S TIRE SERVICE, INC.		ONE COUNTY, MISSOURI Boone County Commission		
By Javed kirkendoll OA187BBB60BA482	Kip	-Docusigned by: -57400BED96434D4 Kendrick, Presiding Commissioner		
Title Division Operations				
APPROVED AS TO FORM:		EST:		
CJ Dykhouse, County Counselor		D267E242BFB948C nna 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)				
Nocusigned by:  Kyle Rieman	11/21/2024	Term & Supply – No encumbrance required.		
E3D8F2FD3CE04B1 Signature	Date	Appropriation Account		

Commission Order #: <u>584-2024</u>

# PURCHASE AGREEMENT FOR TIRES – HEAVY TRUCKS AND LARGE EQUIPMENT – TERM & SUPPLY

THIS AGREEMENT, C000882, dated the <u>3rd</u> day of <u>December</u> 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and McKnight Tire Co. 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, the County of Boone Request for Bid for Tires Heavy Trucks and Large Equipment, bid number 45-04NOV24, any applicable addenda, and the Contractor's bid response dated November 1, 2024, and executed by James Diggs on behalf of the Contractor. All such documents shall constitute the contract documents 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 and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
- 2. **Purchase** The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Tires and Tire Related Services** as identified and responded to in the Contractor's Bid Response. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices outlined in the Contractor's bid response, as needed and as ordered by the County.
- 31, 2025, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for three (3) additional one-year periods subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month-to-month basis in the event the County is unable to re-bid and/or award a new contract before the expiration date.
- **Delivery** Contractor agrees to deliver the items as specified and within the time limit specified by the bid after receipt of order.
- 5. Billing and Payment All billing shall be invoiced to the Boone County Road & Bridge Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges over the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct 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, that 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 as 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, 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:
  - 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.

MCKINGHT TIRE CO.		ONE COUNTY, MISSOURI Boone County Commission
By James Diggs  EA1814A9D8354D9	Kip	DocuSigned by:  57400BED96434D4  Kendrick, Presiding Commissioner
Title Commercial Manager	_	
APPROVED AS TO FORM:	ATT	EST:
Docusigned by:  7D71DEAEB9D74DD  CJ Dykhouse, County Counselor		Dranna L. Lennon, County Clerk
	n(s) arising from this co	cient unencumbered appropriation balance exists ontract. (Note: Certification is not required if the ation at this time.)
Nocusigned by:  Kyle Rieman	11/21/2024	Term & Supply – No encumbrance required.
E3D6F2FD3CE04B1 Signature	Date	Appropriation Account

### CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20

24

County of Boone

In the County Commission of said county, on the

3rd

day of

December

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 C000868 from cooperative contract 052324-LFF for Fitness Equipment with Related Accessories and Services with Lumos Holdings Acquisition Company Life Fitness, LCC of Chicago, Illinois for the Boone County Joint Communications Department as a Term & Supply contract. The contract is set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 3<sup>rd</sup> day of December 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

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 65202 Phone: (573) 886-4392

Fax: (573) 886-4390

#### **MEMORANDUM**

TO: FROM:

Boone County Commission Liz Palazzolo, Senior Buyer

DATE:

October 31, 2024

RE:

Award of County Contract C000868 from Cooperative Contract 052324-

LFF Fitness Equipment with Related Accessories and Services

(Sourcewell) for the Boone County Joint Communications Department

Purchasing requests the award of Boone County contract C000868 using cooperative contract 052324-LFF for Fitness Equipment with Related Accessories and Services with Lumos Holdings US Acquisition Company Life Fitness LLC of Chicago, Illinois. The contract has been established as a cooperative contract through Sourcewell.

The contract period runs November 01, 2024 through July 29, 2028 with three (3) one year options to renew the contract.

This is a term and supply contract. Payments will be made from the following accounts:

- Department 2711 Boone County Joint Communications Administration/23035 Repair/Maintenance Supplies
- 2711 Boone County Joint Communications Administration /60200 Equipment Repairs and Maintenance.

/lp

c: Contract File

			585-2024
Commission	Order	#_	

#### PURCHASE AGREEMENT FOR

### 052324-LFF -FITNESS EQUIPMENT WITH RELATED ACCESSORIES AND SERVICES

THIS AGREEMENT, County Contract C000868, awarded from cooperative contract 052324-LFF, dated the 3rd day of December 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Lumos Holdings Acquisition Company Life Fitness, LLC, herein "Vendor."

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Fitness Equipment with Related Accessories and Services, Sourcewell solicitation number 052324 and Sourcewell cooperative contract number 052324-LFF, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted may be permanently maintained in the County Purchasing Office contract file for this agreement if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Sourcewell cooperative solicitation number 052324 and cooperative contract 052324-LFF, and Boone County's Standard Terms and Conditions shall prevail and control over the Vendor's bid response.
- 2. Purchase The County agrees to purchase from the Vendor and the Vendor agrees to provide at its own expense all equipment, labor, materials, supplies and support as required in the Sourcewell solicitation for Fitness Equipment with Related Accessories and Service to the County on an as needed basis as indicated by the County, and to perform all contract tasks in accordance with contract 052324-LFF and per requirements and pricing as set forth in said contract agreement, i.e., at a 10%-35% discount off current MSRP for the specific item; cardio product category items receive an added volume discount: quantities of 1-4 cardio units will receive a 30% discount which volumes of 5 units or more receive a 35% discount off current MSRP.
- 3. Delivery Vendor shall deliver the fitness equipment and associated supplies including contractual services compliant with terms specified in contract 052324-LFF. Delivery shall be FOB Shipping Point Freight Prepaid and Added. Delivery shall be directed to and coordinated with the Boone County Joint Communications Department.
- 4. Contract Duration This agreement shall commence November 01, 2024 and extend through July 29, 2028 with three (3) additional one-year renewal options per contract 052324-LFF and subject to the provisions of termination specified below.
- 5. Warranty The standard manufacturer warranty shall be provided to the County upon the County's acceptance of the item.
- 6. Billing and Payment All billing shall be invoiced to the Boone County Joint Communications
  Department, 2145 County Drive, Columbia, Missouri 65202. All billings may only include the prices listed in the 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. Invoices must reference Contract 052324-LFF and be itemized in accordance with items listed on the purchase order. The County agrees to pay all invoices for delivered product and as required, product installation, within thirty calendar days of receipt of a correct invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- 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* 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.

LUMOS HOLDINGS ACQUISITION COMPANY LIFE FITNESS LLC	BOONE COUNTY, MISSOURI
by Amber Roberson  BF0DA2247AA94AC	by: Boone County Commission
title VP Sales	Presiding Commissioner
APPROVED AS TO FORM:	ATTEST:
DocuSigned by:  G Address  7D71DEAEB9D74DD  County Counselor	Brianna Lunon  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. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

2711/23035; 2711/60200- Term & Supply

Docusigned by:

Rieman by AN.

BESFE1148A274E1...

11/15/2024

Signature

Date

Appropriation Account

### **CERTIFIED COPY OF ORDER**

586 -2024

STATE OF MISSOURI

ea.

December Session of the October Adjourned

Term. 20

**County of Boone** 

In the County Commission of said county, on the

3rd

day of D

December

**20** 24

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 sole source agreement with Corsair Controls, Inc. for services for existing and new equipment, parts, labor, software for security control system and the interconnected intercom system. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 3<sup>rd</sup> day of December 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**

Melinda Bobbitt, CPPO Director of Purchasing



5551 S. Tom Bass Road Columbia, MO 65201 Phone: (573) 886-4391

#### **MEMORANDUM**

TO:

**Boone County Commission** 

FROM:

Melinda Bobbitt, CPPO, CPPB

DATE:

November 13, 2024

RE:

Sole Source Agreement –178-123125SS (contract C000867) – Services for

Existing and New Equipment, Parts, Labor, Software for Security Control System and the Interconnected Intercom System Provided by Corsair Controls,

Inc.

Attached for signature and approval is Sole Source Request Form # 178-123125SS and County contract #C000867 - Services for Existing and New Equipment, Parts, Labor, Software for Security Control System and the Interconnected Intercom System provided by Corsair Controls, Inc.

The Term and Supply Contract period is through October 31, 2025 and has four, one-year renewal periods. The primary users of this contract are the Sheriff's Office and Facilities Maintenance. The Juvenile Justice Center will be using this contract for an ARPA funded project in 2025.

The intent to purchase as sole source was advertised in the Columbia Missourian and Columbia Tribune on October 29, 2024

ATT Sole Source Request

cc:

Contract File

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5 X				

Commission Order #

## PURCHASE AGREEMENT FOR

Services for Existing and New Equipment, Parts, Labor, Software for Security Control System and Interconnected Intercom System

Term & Supply Contract

			3rd
	THIS AGREEM	ENT, contract # C000867 (sole source # 178-123125SS) dated the	
day of	December	2024 is made between Boone County, Missouri, a political subdivisi	on of the
State o	f Missouri through	the Boone County Commission, herein "County" and Corsair Cont	rols, Inc.
herein	"Vendor."		

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

- 1. *Contract Documents* This agreement shall consist of this Purchase Agreement for Services for Existing and New Equipment, Parts, Labor, Software for the Security Control System and the Integrated Intercom System, 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. In the event of conflict between any of the foregoing documents, this Purchase Agreement, and the Standard Terms and Conditions of Boone County, Missouri shall prevail and control over the vendor's quote.
- 2. **Purchase** The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Services for Existing and New Equipment, Parts, Labor, Software for Security Control System and the Interconnected Intercom System.
- 3. Contract Term This agreement shall commence on October 1, 2024 and extend through October 31, 2025 subject to the provisions for termination specified below. The contract shall have four (4) one-year renewal options available.
- 4. Need for Services from Contractor When the need for services arises, a representative from the County will contact the Contractor and provide the Contractor with the necessary information as to the scope of work for a given project, location and any Federal or State requirements. The Contractor will be required to submit a quote stating their understanding of the required service by providing a brief outline of the expectation and a total not to exceed price inclusive of all materials, supplies, equipment, and labor. The Contractor shall include in their quote the number of calendar days to complete the work following Notice to Procced with Purchase Order from the County. The County reserves the right to obtain clarification on the submitted quotes in the event there is a substantial difference noted. No work shall begin until the Contractor has received a Purchase Order.
- 5. Federal Grant Funds When federal grant money is going to be utilized for the Boone County project, the attached federal required clauses will apply as well as the current Davis Bacon Wage Rates. At the time the County requests a quote for a project, the Contractor will use the current Davis Bacon Wage Rates, or the Missouri Prevailing Wage may be used if labor rates are higher.
- 6. *Missouri Prevailing Wage* Missouri Prevailing Wage #31 and requirements in Appendix A will apply to the initial contract period if applicable.

If a quote received for a project from this Term and Supply contract for a "major repair" or "construction" of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to that project.

If a quote received for a project from this Term and Supply contract for a "major repair" or "construction" of a public work project is greater than \$75,000, then the Prevailing Wage Law <u>WILL</u> apply to the entire project.

Special Rule for Change Orders: If the County accepts a quote for less than \$75,000 for a "major repair" or "construction" of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.

- 7. *Insurance Requirements* The Contractor and all subcontractors will be required to provide a certificate of insurance with the attached Insurance Requirements in Appendix B.
- 8. **Work Authorization -** The contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services and return a copy of the Memorandum of Understanding following completion of enrollment. This will provide the County the proof of enrollment.

Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

9. *Delivery* – Delivery shall be to the ordering County Department. Primary users of this contract include the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202 and the Robert L. Perry Juvenile Justice Center, 5665 Robert I Wilson Memorial Drive, Columbia, MO 65202.

If any equipment is delivered to the County, it shall be delivered FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

10. Overhead Power Line Safety Act - The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning

1 p. 36

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anyone, including but not limited to consultants having a contract with the Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the Contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. The Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with a contractor or a subcontract for part of the services), anyone directly or indirectly employed by the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

11. **OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program and certify compliance by affidavit at the conclusion of the project.

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

- 12. Bond Requirements For project quotes greater than \$50,000, Contractor must provide Performance and Labor & Material Payment Bonds, each in the amount of the full project price on the attached forms, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out the project.
- 13. Laws of the State of Missouri The parties hereto agree that this Contract in all things shall be governed by the laws of the State of Missouri.
- 14. Billing and Payment All billing shall be invoiced to the ordering department/office. Billings may only include the prices listed in the vendor's quote. 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. 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.
- 15. Repairs and Replacement The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the County, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the County, delay would cause serious

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loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

- 16. 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.
- 17. *Termination* This agreement may be terminated by the County upon thirty days' advance 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, 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 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.

CORSAIR CONTROLS, INC.	BOONE COUNTY, MISSOURI
by	by: Boone County Commission
President title	DocuSigned by:  57400BED96434D4
	Kip Kendrick, Presiding Commissioner
APPROVED AS TO FORM:	ATTEST:
J. Jabonice -7071DEAEB9D74DD	Erianna L Lennon
CJ Dykhouse, County Counselor	Brianna L. Lennon, County Clerk

#### **AUDITOR'S 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.)

11/13/2024

Term & Supply – No Encumbrance Required

Signature

Date

Appropriation Account

Commission Order: 586-2024

# **Boone County Purchasing**

Melinda Bobbitt, CPPO, CPPB Director of Purchasing



5551 S. Tom Bass Rd. Columbia, MO 65201 Phone: (573) 886-4391

	SOLE SOURCE/NO SUBSTITUTE FACT SHEET
Originating Office	Sheriff Office
Person Requesting	Gary German / Jenny Atwell
Date Requested	
Contact Phone S	73-875-1111
UPON THE COMPLETION	N OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.
PURCHASING DEPARTME	INT APPROVAL: Jan Jem 10-24-24 Signatured Date
SOLE SOURCE NUMBER: (A	
COMMISSION APPROVAL	Signature Date Date
Γerm Date: 10/01/24 throug	h 10/31/24 One Time Purchase (check) On-Going
Vendor Name	Corsair Controls, Inc.
Vendor Address	190 Woodcrest Drive, Highland, IL 62249
Vendor Phone and I	Fax 618-654-8322
Product Description	Services for existing and new equipment to include parts, labor, software for Security Control System and Interconnected Intercom System
Estimated Cost	Term & Supply

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

1. Please check the reason(s) for this sole request:

Department/Account

#(s) / Amt. Budgeted

- Only Known Source-Similar equipment or material not available from another vendor
- Equipment or materials must be compatible with existing equipment.
- ☐ Immediate purchase is necessary to correct situations threatening life/property.

Primarily used by Sheriff and JJC

- Lease Purchase Exercise purchase option on lease
- Medical device or supply specified by a physician.
- ☐ Used Equipment Within price set by one/two appraisal(s) by a disinterested party(ies)
- X Other List (attach additional sheets if necessary) This vendor services the Security Control System

Commission Order: 586 - 7024

- 2. Briefly describe the commodity/material you are requesting and its function.
- Service for repair, upgrades, and new installations to include parts, labor, software for Security Control System and the Interconnected Intercom System. Corsair Controls has been the service provider for the jail locking system since 1991.
- 3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.

Existing system is serviced by Corsair Controls. New equipment must tie-in to existing equipment.

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

Vendor has provided a proprietary letter.

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

Yes. Replacement or new equipment must be compatible with existing.

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?

Security Control System Interconnected Intercom System are existing. Upgrades and maintenance provided by Corsair Controls.

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 the previous purchase order number(s).

Much of the equipment has been purchased on cooperative contracts or sole source.

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

Much of the equipment has been purchased on cooperative contracts or sole source. The service has been provided by Corsair Controls on previous sole source 70-123106SS

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

The Security Control System would not work which would be a danger to staff and community.

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

On-going Term and Supply contract



Corsair Controls, Inc. 190 Woodcrest Drive Highland, Illinois 62249 Phone (618) 654-8322 Fax (618) 654-4403

#### Corsair Controls, Inc.

October 30th, 2024

Melinda Bobbit Boone County Mo Purchasing 5551 S Tom Bass Road Columbia, MO 65201

Re: Corsair Controls Inc Single Source for Jail Control Systems

Melinda,

Thank you for allowing Corsair Controls Inc. (CCI) to explain our Single Source status with Boone County for security controls and intercom systems at the Adult and Juvenile Detention Centers. CCI has been Boone County Jail's Security System Integrator since 1990. CCI has worked in the same capacity at the Boone County Juvenile Center which was opened a short time later. As a result, we intimately know and understand the Jail's Security Control System, operating procedures, electrical and communications infrastructure, and maintenance system. CCI utilizes PLC hardware, HMI software, development, and programming software used in all areas of the jails. We provide ongoing support and service to these systems and offer seamless upgrade services when required.

The following are the distinct factors that support CCI as a single source solution:

- > To our knowledge, CCI is sourced for the following reasons:
  - CCI is the only source for our methods and solutions as designed.
  - While CCI's methods and solutions utilize many industry standard components, its design and integration of them is proprietary to CCI but owned by the County.
  - CCI's methods and solutions are not available via any distributors or resellers.

Please call if you have any questions.

Sincerely,

Alan Thuenemann

### **CERTIFIED COPY OF ORDER**

587-2024

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20

**County of Boone** 

} ea.

In the County Commission of said county, on the

3rd

day of

December

**20** 24

24

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

Now on this day, the County Commission of the County of Boone does hereby approve Amendment # 1 to ARPA Funding Subrecipient Contract: C000787 – Wastewater Pump Stations Improvement Project with Boone County Regional Sewer District. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 3<sup>rd</sup> day of December 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

# **Boone County Purchasing**

Melinda Bobbitt, CPPO, CPPB Director of Purchasing



5551 S. Tom Bass Road Columbia, MO 65201 Phone: (573) 886-4391

#### **MEMORANDUM**

TO:

**Boone County Commission** 

FROM:

Melinda Bobbitt, CPPO, CPPB

DATE:

November 18, 2024

RE:

Amendment # 1 to ARPA Funding Subrecipient contract: C000787 -

Wastewater Pump Stations Improvement Project with Boone County

Regional Sewer District

ARPA Funding Subrecipient contract C000787 - Wastewater Pump Stations Improvement Project was approved by commission for award to Boone County Regional Sewer District on July 11, 2024, commission order # 336-2024.

The amendment changes the expense incurred deadline to December 31, 2025 in the contract and the ARPA funding certification.

No additional encumbrance is required for this amendment from department 2983 – American Rescue Plan Act, account 84200 - Other Contracts.

Contract File cc:

	587-2024		12.03.24	
Commission Order #:		Date:		

## CONTRACT AMENDMENT NUMBER ONE Wastewater Pump Stations Improvement Project

The Agreement, Boone County Contract C000787 dated July 11, 2024 made by and between Boone County, Missouri and Boone County Regional Sewer District approved in Commission Order 336-2024, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. CHANGE the expense incurred deadline to December 31, 2025 in the contract and the ARPA funding certification.
- 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.

BOONE COUNTY DISTRICT	REGIONAL SEWER	BOONE COUNTY, MISSOURI By: Boone County Commission
By	executive Director	Coursigned by: 57400BED96434D4  Kip, Kendrick, Presiding Commissioner
APPROVED AS TO	FORM:	ATTEST:
Docusigned by:  7D71DEAEB9D74DD  CJ Dykhouse, Count	y Counselor	Brianna L. Lennon, County Clerk
exists and is available	SMo 50.660, I hereby certify to satisfy the obligation(s) are	that a sufficient unencumbered appropriation balance rising from this contract. (Note: Certification of this do not create a measurable county obligation at this
Docusigned by:  Kyle Riegar  BC24BD84EE7A463	11/21/2024	2983-82400 – No encumbrance required
Signature	Date	Appropriation Account

## 588-2024

## CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20

County of Boone

} ea.

3rd

day of

December

**20** 24

24

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve a Contract Amendment with Columbia Center for Urban Agriculture for Doctor's Orders: Produce Prescription Program. The terms of the contract amendment are set out in the attached contract amendment and the Presiding Commissioner is authorized to sign the same.

Done this 3<sup>rd</sup> day of December 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

# **Boone County Purchasing**

Melinda Bobbitt, CPPO Director of Purchasing



5551 S. Tom Bass Road Columbia, MO 65201 Phone: (573) 886-4391

#### **MEMORANDUM**

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPO, CPPB

DATE:

November 22, 2024

RE:

Amendment #2 to contract C000551 (bid 28-29JUN22) - Doctor's

Orders: Produce Prescription Program with Columbia Center for Urban

Agriculture

Attached for signature is contract amendment #2 to contract C000551 (bid 28-29,JUN22) – Doctor's Orders: Produce Prescription Program with Columbia Center for Urban Agriculture.

This amendment adds a supplemental increase of 2,725 Supplemental Food at \$1.41 per 1 token for a total not to exceed amount of \$3,842.25 through the period ending December 31, 2024.

Invoices will be paid from department 2162 – CSF Program Funding, account 71106 - Contracted Services. \$13,500,000.00 is budgeted for 2024.

cc:

Contract File

11/22/24

Prepared By

## DURCHASE RECUIRITION

Dept #: ccount 71106	Columbia Center for Urban Ag  VENDOR NAME  Item Description  Supplemental Food (per 1 token)  Doctor's Orders: Produce Prescription Program  Supplemental increase	Qty 2725		
ccount	Item Description  Supplemental Food (per 1 token)  Doctor's Orders: Produce Prescription Program	Qty	Unit Price	\$3,842.2
ccount	Item Description  Supplemental Food (per 1 token)  Doctor's Orders: Produce Prescription Program	Qty	Unit Price	\$3,842.25
	Supplemental Food (per 1 token)  Doctor's Orders: Produce Prescription Program			\$3,842.25
	Doctor's Orders: Produce Prescription Program	2725	\$1,41	
	Doctor's Orders: Produce Prescription Program			\$0.00
				\$0.00
				\$0.0
				\$0.0
	Add to PO: 2024-101			\$0.0
				\$0.0
				\$0.0
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	I			\$0.0
				\$0.0
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				\$0.0
				\$0.0
				\$0.0
				\$0.0
				\$0.0
			-	3,842.25
Official	been procured in accordance with statutory bidding required $ ho \mu$	ne use of this duirements.	geparment, are s	lotely for the bene
	Aby		Audito	or Approval
B	nd have DU Official	goods, services or charges above specified are necessary for the number of the second	GRAND  goods, services or charges above specified are necessary for the use of this ond have been procured in accordance with statutory bidding requirements.  Official  PU  L So Adda	GRAND TOTAL:  goods, services or charges above specified are necessary for the use of this department, are send have been procured in accordance with statutory bidding requirements.  Official  PU  L So Welf

-DocuSigned by: Kule Kieman

	588-2024		12.03.2024
Commission Order #:		Date:	

## CONTRACT AMENDMENT NUMBER TWO Doctor's Orders: Produce Prescription Program

The Agreement, Boone County Contract **C000551** (County RFP # 28-29JUN22), dated January 3, 2023 made by and between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board and Columbia Center for Urban Agriculture for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD a supplemental funding increase for the following:

2,725 of Supplemental Food at \$1.41 per 1 token for a total not to exceed amount of \$3,842.25

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.

Columbia Center for Urban Agriculture	Boone County, Missouri
	By: Boone County Commission
By: Billy Polansky 5E46EFB09E6B474	DocuSigned by: 57400BED98434D4
Signature	Kip Kendrick, Boone County Presiding Commissioner
	By: Boone County Children's Services Board
Billy Polansky, Executive Director	Ligh Spena 450,459,483250483.
Printed Name/Title	Leigh Spence, Board Chair
APPROVED AS TO FORM:	ATTEST:
DocuSigned by:  A THEORY  7D71DEAEB0D74DD	Brianna Llunon  D287E242BFB948C
CJ Dykhouse, County Counselor	Brianna L. Lennon, County Clerk
AUDITOR CERTIFICATION: In accordance with RSMo. §50.6	560, I hereby certify that a sufficient unencumbered

11/22/2024
2162 / 71106 / \$3.842.25)
Signature Date Appropriation Account

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.)

## CERTIFIED COPY OF ORDER

589-2024

STATE OF MISSOURI

**County of Boone** 

ea.

December Session of the October Adjourned

Term. 20

20 24

In the County Commission of said county, on the

3rd

day of

December

**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:

Tom Rose	Board of Health	Reappointment	Term 3 Years	Period November 30, 2024 through November 30, 2027
----------	--------------------	---------------	-----------------	---

Done this 3<sup>rd</sup> day of December 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

Kip Kendrick, Presiding Commissioner Justin Aldred, District I Commissioner Janet Thompson, District II Commissioner



Boone County Government Center 801 E. Walnut, Room 333 Columbia, MO 65201 3-886-4307 - FAY 573-886-4311

573-886-4307 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

### **Boone County Commission**

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

APPLICATION FORM	
Board or Commission: Board of Health T	'erm:
Current Township: Today's Date:	1/34/3057
Name: Town Rose, DVM	
Home Address: 3204 F. Tay sinds Cively	
City: Columbia zip Code: 6520 }	
Business Address: 200 S. Keene St.	
City:	
Home Phone: 573-442-1469 Work Phone: 573-449-	3791
Fax: 573-442-2615 E-mail: +ONNVOSO @ COV	Huntel. 10
Fax: 573-442-2615 E-mail: tonnvoso @ con Qualifications: Recent appoint went for I month	1
expired. Seakon, reconsistment	
	:

Past Community	service: Previously Sulmitted
110	
	2 G H
References: (	as Needed
	*
nave no objection	s 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

590-2024

### CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20

24

**County of Boone** 

} ea.

In the County Commission of said county, on the

3rd

day of

December

**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 the organizational use of the Boone County Courthouse Plaza by the United States Exercise Tiger Foundation on December 7, 2024, from 11:00 am to 1:00 pm for the Pearl Harbor Remembrance Day ceremony.

Done this 3<sup>rd</sup> day of December 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendfick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

Kip Kei.drick, Presiding Commissioner Justin Aldred, District I Commissioner Janet M. Thompson, District II Commissioner



Roger B. Wilson Boone County Government Center 801 East Walnut, Room 333 Columbia, MO 65201-7732 573-886-4305 • FAX 573-886-4311

## **Boone County Commission**

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:
Organization: United States Exercise Tiger Foundation
Address 1001 E Walnut St. St.e 200:
Phone: 573-968-9412 Website: www.exercisetiger.com
Individual Requesting Use: Susan Haines,
Position in Organization: National Executive Director
Address: 1001 E Walnut St., Ste 200
City: Columbia,State: MOZIP Code 65201
Phone: 573-968-9412 Email: shaine@socket.net or ustf@gmail.com
Event: Pearl Harbor Remembrance Day
Description of Use (ex. Concert, speaker, 5K): Military Remembrance Ceremony, wreath laying,
Date(s) of Use: Saturday, Dec. 7, 2024
Start Time of Setup: 11:00 a.mAM/PM
Start Time of Event: 11:30 a.m AM/PM (If start times vary for multiple day events, please specify)
End Time of Event: 12:30 p.mPM (If end times vary for multiple day events, please specify)
End Time of Cleanup: 1:00 p.mAM/PM
Emergency Contact During Event: Susan HainesPhone:_573-356-3093
Will this event be open to the public? X Yes No  If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: news releases to local media, tv, news papers
How many attendees (including volunteers) do you anticipate being at your event? 25
If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the even of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

If you anticipate more than 1000 attendees (including volunteers), please provide the names an information of your crowd managers (1 per every 250 attendees):n/a	
Will the majority of attendees be under the age of 18? ☐ Yes x☐ No	
If yes, please note the number of adult supervisors in attendance:# adults per#	minors
Will you need access to electricity? □ Yes □x No	
Will you be using amplifiers? □ Yes □x No	
Will you be serving food and/or non-alcoholic drinks? ☐ Yes ☐ x No	
If yes, will you be selling food and/or non-alcoholic drinks?	
If yes, please provide the following with copies of licenses attached to application:	
Missouri Department of Revenue Sales Tax Number:	
County Merchant's License Number:	
City Temporary Business License Number:	
Will you be serving alcoholic beverages? □ Yes □x No	
If yes, will you be <b>selling</b> alcoholic beverages?   Yes   x  No	
If yes, please provide the following with copies of licenses attached to application:	
State Liquor License Number:	
County Liquor License Number:	
City Liquor License Number:	
Will you be selling non-food items? □ Yes □ xNo	
If yes, please provide the following with copies of licenses attached to application:	
Missouri Department of Revenue Sales Tax Number:	
County Merchant's License Number:	
City Temporary Business License Number:	
Will outside vendors be selling food, beverages or non-food items at this event?   Yes   X No	
If yes, please provide the following information (use separate sheet if necessary):	
Vendor Type of Sales Contact Information License	Number(

If yes, what road(s) and/or sidewalk(s)?
Please attach to application a copy of the order showing City of Columbia City Council approval.
Does your event include cooking or use of open flames?   Yes xNo
If yes, please provide the Columbia Fire Department Special Events Permit Number:
Please attach to application a copy of the approved Columbia Fire Department Special Events Permit
Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?  Yes \(\sigma xNo\)
If yes, please provide the following:
Security Company:
Contact Person Name and Position:
Phone:Email:
Will you be using portable toilets for your event?   Yes   xNo  **Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.
If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.
If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.  A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be refunded to the organization. Please indicate below to whom the refund check should be issued:
A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be
A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be refunded to the organization. Please indicate below to whom the refund check should be issued:
A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be refunded to the organization. Please indicate below to whom the refund check should be issued:  Name/Organization: U.S. Exercise Tiger Foundation

- 1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
- 2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
- 3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
- 4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
- 5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.

County Clerk

County Clerk

County Commissioner

County Commissioner

County Commissioner

County Commissioner

County Commissioner

6. 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 on the courthouse grounds and/or use of rooms as specified in

EXERCISE TIGER ASSOCIATION 1005 CHERRY STREET SUITE 211 B COLUMBIA, MO 65201

80-169/815

2038

DATE 7/11 29 203

PAY TO THE ORDER OF

Rovre County

\$ 15000

DOLLARS

The Callaway Bank Fulton, Missouri

MEMO Dearl Abuller Day Cuanary

0-1

10815016964

W493849W2038

cl

#### BOONE COUNTY TREASURER RECEIPT

Receipt Number: 2024

Receipt Date: 11/25/2024

Employee Initials: TRLINDA

Received From: EXERCISE TIGER FOUNDATION

Amount: \$\*\*\*\*\*\*100.00

4161

Remarks: plaza rental-12/07/24 us exercise tiger foundation

Boone County Treasurer

Treasurer of Boone County