

144 -2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

2 Term. 20

County of Boone

In the County Commission of said county, on the

8th

day of April

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve contract 10-11MAR21 – New Haven Road Bridge Replacement which opened on March 11, 2021 with five bids received. Resource Management recommends award by lowest responsive bid to Don Schnieders Excavating Company, Inc.

The cost of the contract is \$376,810.26. There will be a 10% contingency of \$37,681.03 added for a Purchase Order total of \$414,491.29, which will be paid from department 2041 – Infrastructure Preservation and Rehab, account 71202 – Contractor Costs.

Boone County Budgeted amount for this contact is \$423,840.25.

Done this 8<sup>th</sup> day of April 2021.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon

Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Robert Wilson**  
Buyer



613 E. Ash Street, Room 113  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Robert Wilson  
**DATE:** April 13, 2021  
**RE:** 10-11MAR21 –New Haven Road Bridge Replacement

10-11MAR21 – New Haven Road Bridge Replacement opened on March 11, 2021 with five bids received. Resource Management recommends award by lowest responsive bid to Don Schnieders Excavating Company, Inc.

**Cost of the contract is \$376,810.26.** There will be a 10% contingency of \$37,681.03 added for a Purchase Order total of \$414,491.29, which will be paid from department 2041 – Infrastructure Preservation and Rehab, account 71202 – Contractor Costs.

Boone County Budgeted amount for this contact is \$423,840.25.

Attached is the bid tabulation for your review.

**cc:** Jeff McCann, Resource Management  
Bid File

**ATT:** Bid tabulation

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone, Missouri (hereinafter referred to as the County), and Don Schnieders Excavating Company, Inc. (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the County and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

**Project Name: New Haven Road Bridge Replacement**

**Project No.: 10-11MAR21**

and agrees to perform all the work required by the Contract as shown on the plans and specifications.

The following Contract documents and all addenda (if applicable), are made a part hereof as fully as if set out herein: Change orders issued subsequent to this Contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders,
2. Bid Form,
3. Instructions to Bidders,
4. Bid Response,
5. Debarment Form
6. Work Authorization Certification,
7. Statement of Bidder's Qualifications,
8. Anti-Collusion Statement,
9. Signature and Identity of Bidder,
10. Bidder's Acknowledgment,
11. Insurance Requirements,
12. Contract Conditions,
13. Contract Agreement,
14. Performance Bond,
15. Labor and Material Payment Bond,
16. Affidavit-OSHA Requirements,
17. Affidavit-Prevailing Wage,
18. Contractor's Affidavit Regarding Settlement of Claims,
19. General Specifications,
20. Technical Specifications,
21. Special Provisions,
22. State Prevailing Wage Rates,
23. Boone County Standard Terms and Conditions
24. Notice to Proceed,
25. Boone County Roadway Regulations Chapter II,
26. MoDOT Standard Specifications, and
27. Plans.

It is understood and agreed that, except as may be otherwise provided for by the **General Specifications, Technical Specifications, and Special Provisions** the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II**, or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this Contract, and that his information was secured by personal investigation and research and not from any estimates of the County; and that he will make no claim against the County by reason of estimates, tests, or representation of any officer, agent, or employees of the County.

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

The work shall be done to complete satisfaction of the County, 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 agents of such government agency.

The parties hereto agree that this Contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen 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. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman 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 pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he 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 County.

The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his 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.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this Contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement. Also, that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by he hereunder; and that he has not, in estimating the Contract price demand by he, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to he hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the County, and that the County may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

**The County agrees to pay the Contractor in the amount of:**

**Three Hundred Seventy-Six Thousand, Eight Hundred Ten and 26/100 Dollars**

(\$376,810.26)

as full compensation for the performance of work embraced in this Contract, subject to adjustment as provided for changes in quantities and approved change orders.

**DATE OF AGREEMENT:**

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on  
4/13/2021  
at Columbia, Missouri.

(Date)

COUNTY:  
COUNTY OF BOONE, MISSOURI

ATTEST:

DocuSigned by:  
Brianna L. Lennon  
County Clerk  
0254242BF8048C...

By: Daniel K. Atwill  
Presiding Commissioner  
DocuSigned by:  
04391105154FB...

CONTRACTOR:

ATTEST:

DocuSigned by:  
Donald E. Rhea  
62BF42306D97437...

By: Donald E. Rhea  
Authorized Representative (Signature)  
By: Donald E. Rhea  
Authorized Representative (Print or Type Name)  
Title: President

Approved as to Legal Form:

DocuSigned by:  
[Signature]  
County Counselor  
707705A589049D...

**Certification**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefor.

DocuSigned by:  
[Signature]  
Auditor  
F0D08ADB184244D...



145 -2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

2 Term. 20

In the County Commission of said county, on the 8th day of April 20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract 081120-LFF for Fitness Equipment with Related Accessories and Services with Life Fitness LLC.

The contract period runs April 01, 2021 through October 01, 2024 with an option to extend the contract for one (1) year.

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


- Department 2711 – Boone County Joint Communications Administration/92300 – Replacement Machinery and Equipment
- 2711 - Boone County Joint Communications Administration /60200 – Equipment Repairs and Maintenance.


Done this 8<sup>th</sup> day of April 2021.

ATTEST:

  
 Brianna L. Lennon  
 Clerk of the County Commission

  
 Daniel K. Atwill  
 Presiding Commissioner

  
 Justin Aldred  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner

# Boone County Purchasing

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



613 E. Ash St, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: April 01, 2021  
RE: Cooperative Contract 081120-LFF Fitness Equipment with Related Accessories and Services (Sourcewell) for the Joint Communications Department

Purchasing requests permission to use contract 081120-LFF for Fitness Equipment with Related Accessories and Services with Life Fitness LLC. The contract has been established as a cooperative contract through Sourcewell.

The contract period runs April 01, 2021 through October 01, 2024 with an option to extend the contract for one (1) year.

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

- Department 2711 – Boone County Joint Communications Administration/92300 – Replacement Machinery and Equipment
- 2711 - Boone County Joint Communications Administration /60200 – Equipment Repairs and Maintenance.

/lp

c: Contract File



**PURCHASE AGREEMENT  
FOR  
081120-LFF –FITNESS EQUIPMENT WITH RELATED ACCESSORIES AND SERVICES**

**THIS AGREEMENT** dated the 8th day of April 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **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 081120 and Sourcewell cooperative contract number **081120-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 081120 and cooperative contract 081120-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 081120-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.

3. **Delivery** - Vendor shall deliver the fitness equipment and associated supplies including contractual services compliant with terms specified in contract 081120-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 April 01, 2021 and extend through October 01, 2024 with an additional one-year renewal option per contract 081120-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 081120-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 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** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

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

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

**LIFE FITNESS LLC**

**BOONE COUNTY, MISSOURI**

by DocuSigned by:  
Anthony Schreiber  
3083FC5E281040B...

title Director, Business Development

by: Boone County Commission

DocuSigned by:  
Daniel K. Atwill  
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
[Signature]  
County Counselor

DocuSigned by:  
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.)

2711/92300; 2711/60200- Term & Supply

DocuSigned by:  
June E. Pritchard by J  
No Electronic Record  
Signature

3/31/2021

Date

Appropriation Account

146 -2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

2<sup>nd</sup> Term. 20

County of Boone

In the County Commission of said county, on the

8th

day of April

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve Road & Bridge's request to utilize the Sourcewell Cooperative Contract 032119-JDC – Heavy Construction Equipment with Related Accessories, Attachments, and Supplies to purchase one (1) John Deere 50G Compact Excavator from Martin Equipment of Ashland, Missouri.

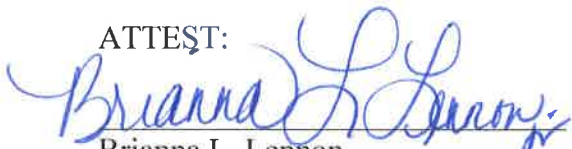
The contract price is \$66,337.36 less the sale price of \$30,000.00 yielding a net cost of \$36,337.36

The Commission also approves the Purchasing Department request to dispose of the following surplus by sale:

2013 Kubota Mini Excavator  
**Fixed asset tag 19331**

Done this 8<sup>th</sup> day of April 2021.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Robert Wilson  
Buyer



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: April 13, 2021  
RE: Cooperative Contract: Sourcewell Contract #032119-JDC – Heavy Construction Equipment with Related Accessories, Attachments, and Supplies

Road & Bridge requests permission to utilize the Sourcewell cooperative contract 032119-JDC – *Heavy Construction Equipment with Related Accessories, Attachments, and Supplies* to purchase one (1) John Deere 50G Compact Excavator from Martin Equipment of Ashland, Missouri.

Cost of the purchase is \$66,337.36 and will be paid from department 2040 – RB Road Maintenance, account 92300 – Replacement Machinery & Equipment.

This is a replacement purchase and the 2021 budgeted amount was \$70,000.00. Budgeted sale value is \$30,000.00.

The contract price is \$66,337.36 less the sale price of \$30,000.00 yielding a net cost of \$36,337.36

The Purchasing department requests permission to dispose of the following surplus by sale:

2013 Kubota Mini Excavator  
**Fixed asset tag 19331**

cc: Greg Edington, RB  
Contract File

**PURCHASE AGREEMENT  
FOR  
JOHN DEERE 50G COMPACT EXCAVATOR**

**THIS AGREEMENT** dated the 8th day of April 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Martin Equipment of Illinois, 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 one (1) **2021 John Deere 50G Compact Excavator**, The Martin Equipment quotation dated January 5, 2021, Sourcewell cooperative contract **032119-JDC** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Sourcewell contract **032119-JDC** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) 2021 John Deere 50G Compact Excavator as follows:

John Deere 50G Compact Excavator	\$87,016.00
29% Discount from List	(\$25,234.64)
Sub-Total	\$61,781.36
Freight	\$ 1,800.00
PDI	\$ 1,340.00
5YR/3000HR Comprehensive Warranty	\$ 941.00
AM/FM Radio	\$ 475.00
Grand Total:	\$66,337.36

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 30 days after receipt of order. Delivery shall be to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201.

4. **For Fixed Asset Tracking** – Send list of equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of purchase 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 vendor's bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. 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.

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

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

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

**MARTIN EQUIPMENT OF ILLINOIS**

**BOONE COUNTY, MISSOURI**

By  \_\_\_\_\_  
DocuSigned by:  
Rowdy Cannon  
5FFD11AB047048D...


By: Boone County Commission

Title Territory Salesmen

 \_\_\_\_\_  
DocuSigned by:  
Daniel K. Atwill  
8A1B8AC6E8E4711  
Daniel K. Atwill, Presiding Commissioner

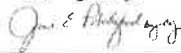
**APPROVED AS TO FORM:**

**ATTEST:**

 \_\_\_\_\_  
DocuSigned by:  
[Signature]  
County Counselor

 \_\_\_\_\_  
DocuSigned by:  
[Signature]  
County Clerk

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

 \_\_\_\_\_  
DocuSigned by:  
[Signature]  
Signature

3/31/2021

2040-92300 - \$66,337.36

Date

Appropriation Account



147 -2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

2 Term. 20

County of Boone

} ea.

In the County Commission of said county, on the 8th day of April 20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract 48-13AUG19 – GENERATOR INSPECTION SERVICES - TERM AND SUPPLY was approved by commission for award to Cummins, Inc. on September 24, 2019, commission order 414-2019.

This amendment adds the following tire sizes at the prices listed below:

	Department	Asset Tag	Make	Model	Quarterly Inspection	Annual Inspection	Load Test
4.8.29.	Joint Comm	Future	Cummins	C125 N6	\$ 230.00 each; \$ 690.00 total	\$ 425.00	\$ 375.00

This is a term and supply contract and invoices will be paid from departments 2040 – Road & Bridge Road Maintenance, 2704 – BOCO Joint Comm Radio Operations, 2705 – 911/EM FM Building Maintenance, and 6100 – FM Building Maintenance. Accounts 71100 – Outsourced Services and 60200 – Equipment Repairs and Maintenance.

Done this 8<sup>th</sup> day of April 2021.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner



# Boone County Purchasing

Robert Wilson  
Buyer



613 E. Ash St., Room 110  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: April 13, 2021  
RE: Amendment Number One – 48-13AUG19 – *GENERATOR INSPECTION SERVICES - TERM AND SUPPLY*

Contract 48-13AUG19 – GENERATOR INSPECTION SERVICES - TERM AND SUPPLY was approved by commission for award to Cummins, Inc. on September 24, 2019, commission order 414-2019.

This amendment adds the following tire sizes at the prices listed below:

	Department	Asset Tag	Make	Model	Quarterly Inspection	Annual Inspection	Load Test
4.8.29.	Joint Comm	Future	Cummins	C125 N6	\$ 230.00 each; \$ 690.00 total	\$ 425.00	\$ 375.00

This is a term and supply contract and invoices will be paid from departments 2040 – Road & Bridge Road Maintenance, 2704 – BOCO Joint Comm Radio Operations, 2705 – 911/EM FM Building Maintenance, and 6100 – FM Building Maintenance. Accounts 71100 – Outsourced Services and 60200 – Equipment Repairs and Maintenance.

cc: Doug Coley, Facilities Maintenance  
Greg Edington, Road & Bridge  
Gary German, Sheriff

Contract File

Commission Order: 147-2021 Date: 04.08.2021

**CONTRACT AMENDMENT NUMBER ONE  
FOR  
GENERATOR INSPECTION SERVICES - TERM & SUPPLY**

The Agreement **48-13AUG19** dated September 24, 2019 made by and between Boone County, Missouri and **Cummins, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD additional generator inspections at the prices listed below:

	Department	Asset Tag	Make	Model	Quarterly Inspection	Annual Inspection	Load Test
4.8.29.	Joint Comm	Future	Cummins	C125 N6	\$ 230.00 each; \$ 690.00 total	\$ 425.00	\$ 375.00

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.

**CUMMINS, INC**

DocuSigned by:  
By: Douglas E Haywood  
2BA33C7CD41F4DC...  
Title: Sales Manager-Planned Maintenance

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

DocuSigned by:  
Daniel K. Atwill  
Presiding Commissioner

**APPROVED AS TO FORM:**

DocuSigned by:  
[Signature]  
County Counselor

**ATTEST:**

DocuSigned by:  
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:  
[Signature]  
Signature 6100, 2040, 2704, 2705 – 71100/60200 / Term & Supply  
3/31/2021 Date Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

2 Term. 20

In the County Commission of said county, on the 8th day of April 20 21

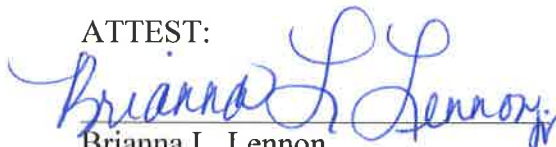
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Boone County and Montgomery County Detainee Housing Agreement Contract.

This agreement shall become effective upon the date of final signature by both County Sheriff's and will remain in effect for one year, renewing automatically the first (1<sup>st</sup>) day of March unless terminated in writing by either party, upon a thirty-day written notice.


Done this 8<sup>th</sup> day of April 2021.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

COUNTY

**BOONE COUNTY AND MONTGOMERY COUNTY  
DETAINEE HOUSING AGREEMENT CONTRACT**

THIS AGREEMENT is entered into by and between Boone County, Missouri, a political subdivision of the State of Missouri, by and through its Sheriff's Office Department herein "BCSD" and Montgomery County, Missouri, a political subdivision of the State of Missouri, by and through its Sheriff's Department, herein "MCSD".

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations in this agreement the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to formalize an intergovernmental cooperative agreement pursuant to RSMo Sec. 70.220 regarding MCSD providing and maintaining available bed space capacity for detainees transferred from BCSO. BCSO
2. **MAINTENANCE OF INMATE/DETAINEE CAPACITY:** MCSD shall maintain space available for thirty detainees (25-male detainees and 5-female detainees) to be transferred from BCSO. Any additional beds requested by BCSO that are approved at MCSD's discretion, beyond the base of thirty (30) bed space will be billed at the same rate of the guaranteed bed capacity of \$41.00 per day.
3. **PAYMENT:** This is a fixed daily rate agreement, not a cost reimbursable agreement, with respect to the detainee day rate. The detainee day rate is \$41.00 for the guaranteed bed capacity of thirty (30) beds (25 male/5 female), to be billed daily, with an invoice submitted on a monthly basis, calculated on the 10<sup>th</sup> day of each month listing the inmates housed, the number of days each inmate was housed, and the housing cost for each inmate that was housed the previous month. Any additional beds requested by BCSO that are provided at MCSD's discretion beyond the base thirty (30) bed level will be billed at the additional daily rate of \$41.00/day. Payments shall be made by BCSO within thirty (30) days of presentation of an invoice by MCSD. See attached Exhibit A.
4. **TERM OF CONTRACT:** This agreement shall become effective upon the date of final signature by both Sheriff's and will remain in effect for one year, renewing automatically the first (1<sup>st</sup>) of March, each new year unless terminated in writing by either party upon thirty (30) days written notice to the other party.
5. **SERVICE PROVIDER RIGHT OF REFUSAL:** MCSD retains the right to refuse acceptance, or request removal, of any detainee exhibiting violent or disruptive behavior, or for any detainee found to have a medical condition that requires medical care beyond the scope of MCSD's medical vendor. In the case of a detainee already in custody, MCSD shall notify BCSO and request such removal of the detainee from the facility. MCSD shall allow BCSO reasonable time to make alternative arrangements for the detainee.

**6. COVERED SERVICES:**

- a. **Inmate Transportation:** Montgomery County has a Transport Team that is currently assigned to Court Services. Should Boone County need an Inmate(s) transported, Montgomery County will make every attempt to respond to pick up or drop off as Court Service Staff become available. This service is only available Monday-Friday, 8am-4pm at no initial cost.
- If a second transport is requested within the same day, BCSO will be charged for that transport at the rate of \$25.00/hr. plus .575 cents per mile.
  - If any transport is requested after 4pm, Monday-Friday, BCSO will be charged for that transport at the rate of \$25.00/hr. plus .575 cents per mile.
  - If a transport is requested on a weekend, BCSO will be charged for that transport at the rate of \$25.00/hr. plus .575 cents per mile.
- b. **Inmate Court:** The Montgomery County Jail has a video court system which may be utilized by the Boone County Circuit Court for those Boone County Detainees held in MCSD. There is no charge for this service. MCSD would request at least a two-hour notice to ensure staffing and the video court area is prepared for the court service. Additionally, any outside agency such as probation and parole, children's division etc. will be authorized to see any Boone County detainee as needed. The appropriate agency will need to ensure their professional agency identification is available upon request.
- c. **Inmate Medical / Sick Call:** The Montgomery County Jail is contracted with an outside vendor identified as Advanced Correctional Healthcare Service. The Montgomery County Jail has a Licensed Practical Nurse (LPN) on site Monday through Friday 7:30am-3:30pm as well as a part time nurse three (3) evenings a week with the facility doctor on site one morning per week (currently Wednesdays). Additionally, we have a nurse on call after hours as well.

**The Montgomery County Jail agrees to the following:**

- No charge for Inmate Sick Call Request submitted by the inmate
- No charge for prescription medications, prescribed by our facility doctor, that are kept in stock at the facility.
- No charge for over-the-counter medications that are kept on stock at the facility
- The Boone County Jail will be charged for emergency prescriptions that have to be obtained from the local pharmacy. Emergency prescriptions are those prescriptions that the jail has to obtain when the inmate first arrives at our facility and we are not able to order from or immediately receive from the contracted pharmacy.

**NOTE:** *Any medications BCSO sends with their inmate will be refilled as needed for the inmate. We would ask that enough medications are sent to allow our medical staff enough time to place the refill order without breaks in medication dosage. Example: an inmate received on Friday has enough medications for seven (7) consecutive days.*

Should BCSO want to exclusively provide prescription meds through their healthcare vendor we can make arrangements for medication retrieval if need be from the BCSO. Arrangements are negotiable for the benefit of the inmate and both MCSD and BCSO.

- d. **Inmate Medical Transport to Hospital:** Most medical needs are addressed at the jail. In the case of an emergency or medically directed, the inmate will be transported to the hospital (*NOTE: All attempts will be made by the jail to transport to the University Hospital in Columbia in order to accommodate Boone County Detention Staff.*) In the event an inmate has to be transported off site to the hospital the BCSO designate and/or on duty Shift Supervisor will be notified and advised of the circumstances. The Montgomery County Jail agrees to the following:
- The Montgomery County jail will transport the inmate to the hospital, as long as it is medically safe, at no cost to BCSO.
  - The Montgomery County Jail will provide security for the first three (3) hour time period which will start upon BCSO being notified. At the end of the three (3) hour time period, the BCSO designate may elect to send an officer/deputy to relieve MCSD and provide security and eventual transport the detainee back to the jail upon discharge or request MCSD to continue the security detail. If BCSO requests the MCSD to continue with the security detail BCSO will be charged \$25.00 per hour for the remaining time of the security detail, ending upon arrival back to the MCSD facility.
- e. **Inmate Mental Health Services:** MCSD works with the Mexico Arthur Center Community Health, Laura Heitmann, LCSW for all mental health needs for MCSD inmates. Those BCSO detainees that request or are found in need of mental health services will be referred to LCSW, Laura Heitmann for an in-house appointment and recommended treatment at no additional cost to BCSO. LCSW Laura Heitmann comes to the jail after a referral is made or depending on situations may utilize Webex technology services for her meetings with the detainees.

EXHIBIT A

**BILLING CALENDAR EXHIBIT B**

Detainee Billed Day Rate is \$41.00 each day

January – 31 days =	\$38,130.00
February – 28 days =	\$34,440.00
March – 31 days =	\$38,130.00
April – 30 days =	\$36,900.00
May – 31 days =	\$38,130.00
June – 30 days =	\$36,900.00
July – 31 days =	\$38,130.00
August – 31 days =	\$38,130.00
September – 30 days =	\$36,900.00
October – 31 days =	\$38,130.00
November – 30 days =	\$36,900.00
December – 31 days =	\$38,130.00

