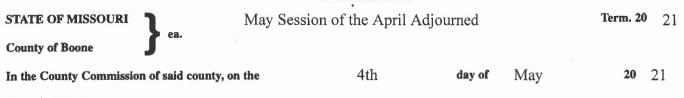
2021

### **CERTIFIED COPY OF ORDER**



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

Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Training Agreements between Boone County and Callaway County.

- Callaway County K-9 Training Services Agreement #1
- Callaway County K-9 Training Services Agreement #2

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreements.

Done this 4<sup>th</sup> day of May 2021.

ATTEST:

Brianna L. Lennon Clerk of the County Commission

Daniel K. Afwill Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson District II Commissioner

### **K-9 MAINTENANCE TRAINING AGREEMENT**

THIS AGREEMENT dated the  $4^{tL}$  day of MAY 2021, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and Callaway County Sheriff's Office (Agency):

WHEREAS, BCSO can provide K-9 maintenance training through its certified K-9 training staff; and

WHEREAS, Agency desires to send its K-9 and handler through the BCSO's K-9 maintenance training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. MAINTENANCE TRAINING. BCSO agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSO's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSO's program.

2. EMPLOYED STATUS OF K-9 HANDLER. Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

**3. CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of One Thousand Eight Hundred Dollars (\$1,800.00) for the training contemplated herein, calculated at a rate of \$90/session. Agency shall pay one-half, or \$900.00, upon execution of this contract and the remaining one-half, or \$900.00, after ten (10) sessions have been completed.

4. TERM AND TERMINATION. The term of this Agreement shall begin immediately upon execution of the same for a period of one-year, and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$90.00 per session.

5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

6. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

7. ENTIRE AGREEMENT. The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

8. AUTHORITY. The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

ALLAWAN COUNTS SHERIFF AGENCY: / By:

Printed Name: AY CHISM Dated:

ATTEST:

**BOONE COUNTY, MISSOURI** 

By:

Daniel K. Atwill, Presiding Commissioner

Dated:

ATTEST: nna

Brianna L. Lennon, County Clerk

APPROVED - BCSO Dwayne Carey, Sheriff

APPROVED AS TO FORM:

C.J. Dykhouse, Boone County Counselor CERTIFICATION: I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Auditor Date Revenue 2570-3569

# Exhibit "A" INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the \_BCSO K9 Maintenance Training\_\_ [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

Aac 4-2-21

Printed Name of Participant

Alan LeBel

### **K-9 MAINTENANCE TRAINING AGREEMENT**

THIS AGREEMENT dated the  $\mathcal{H}_{day}^{t}$  day of  $\mathcal{M}_{A}$  2021, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and Callaway County Sheriff's Office (Agency):

WHEREAS, BCSO can provide K-9 maintenance training through its certified K-9 training staff; and

WHEREAS, Agency desires to send its K-9 and handler through the BCSO's K-9 maintenance training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. MAINTENANCE TRAINING. BCSO agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSO's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSO's program.

2. EMPLOYED STATUS OF K-9 HANDLER. Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

**3. CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of One Thousand Eight Hundred Dollars (\$1,800.00) for the training contemplated herein, calculated at a rate of \$90/session. Agency shall pay one-half, or \$900.00, upon execution of this contract and the remaining one-half, or \$900.00, after ten (10) sessions have been completed.

4. TERM AND TERMINATION. The term of this Agreement shall begin immediately upon execution of the same for a period of one-year, and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$90.00 per session.

5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

6. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

7. ENTIRE AGREEMENT. The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

8. AUTHORITY. The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

ALLAWAN COUNT SHERIFF AGENCY: By:

Dated: Og 13/21

ATTEST:

**BOONE COUNTY, MISSOURI** 

By:

Daniel K. Atwill, Presiding Commissioner

Dated:

ATTEST:

Brianna L. Lennon, County Clerk

APPROVED - BCSO: Dwayne Carey, Sheriff

APPROVED AS TO FORM: Our

C.J. Dykhouse, Boone County Counselor

**CERTIFICATION:** I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract

 $\mathbb{S}_{i}^{\prime}$ 

June Prachton of by 13 0412212021 Auditor Revenue 2570-3569

# Exhibit "A" INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the \_BCSO K9 Maintenance Training\_\_ [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

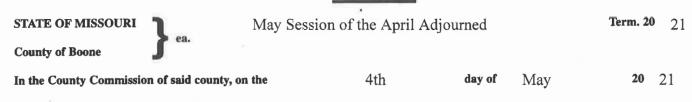
Waivers and Releases for minors are accepted only with a parent/guardian signature.

Covey Schmio

Signature of Participant/Date Printed Name of Participant

18 -2021

**CERTIFIED COPY OF ORDER** 



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

Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Training Agreement between Boone County and the following:

- Glasgow K-9 Training

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said K-9 Training Agreement.

Done this 4<sup>th</sup> day of May 2021.

ATTEST:

Brianna L. Lennon Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Un ustin

Justin Aldred District I Commissioner

anet M. Thompson District II Commissioner

### COOPERATIVE AGREEMENT FOR K-9 BASIC TRAINING SERVICES

THIS AGREEMENT dated the  $\mathcal{M}_{day}^{H}$  day of  $\mathcal{M}_{day}^{202,1}$ , is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and Glasgow Police Department (Agency):

WHEREAS, BCSO can provide K-9 basic training through its certified K-9 training staff; and

WHEREAS, BCSO can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

WHEREAS, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSO's K-9 basic training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

- 1. ASSISTANCE WITH PROCUREMENT OF CANINE. County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
- 2. TRAINING. BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
- 3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
- 4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Three Thousand Six Hundred Dollars (\$3,600.00) for the training contemplated herein, calculated at a rate of \$90.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$1,800.00, upon execution of this contract and the remaining one-half, or \$1,800.00, after twenty (20) sessions have been completed.

- 5. TERM AND TERMINATION. The Agreement contemplates training sessions to commence on or about the 17th day of May, 2021, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).
- 6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
- 7. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give fullforce and effect to the terms and intent of this Agreement.
- 8. ENTIRE AGREEMENT. The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
- 9. AUTHORITY. The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

#### SO AGREED.

AGENCY By: **Printed Name:** Dated:

ATTEST:

BOONE COUNTY, MISSOURI By: Daniel K. Atwill, Presiding Commissioner

Dated:

ATTEST:

Brianna L. Lennon, County Clerk

APPROVED - BCSO: Dwayne Carey, Sheriff APPROVEDAS TO FORM: Deese C.J. Dykhouse, Boone County Counselor CERTIFICATION: I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract. Ritchford by 12 04128121

Auditor Revenue 2537-3569 Date

# Exhibit "A" INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Base K-9 Training Class [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my-participation is voluntary and that I knowingly assume all such risks...

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date 04/14/2021

Printed Name of Participant

-2021

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI County of Boone	May Session of the April Adjourned					21
In the County Commissi	on of said county, on the er proceedings, were had, viz:	4th	day of	May	20	21

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement between Village of Hartsburg and Boone County.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 4<sup>th</sup> day of May 2021.

ATTEST:

Brianna L. Lennon Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

min

Justin Aldred District I Commissioner

Janet M. Thompson District II Commissioner

#### TAX COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this  $4^{12}$  day of MAY, 202 by and between the Village of Hartsburg, Missouri, a municipal corporation, hereinafter called the "Village" and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Brianna L. Lennon, Boone County Clerk, hereinafter called the "Clerk", and Brian McCollum, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the Village and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and RSMo Sections 50.332 and 70.220, to enter into certain cooperative agreements for collection of property taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the Village for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I

The County by and through the County Assessor agrees to perform the assessment function of determining the fair market value and true assessed value of all real and personal property located within the Village boundaries.

Π

The County agrees to create, on behalf of the Village, tax billing amounts relating to all real and personal property located within the Village boundaries. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the Village, and shall include property taxes relating to the Village of Hartsburg, Missouri.

The County, by and through the County Collector, hereby agrees to bill and collect, on behalf of the Village, all monies due and owing the Village for taxable property within the boundaries of the Village *except* monies due and owing the Village that relate to Special Assessments.

#### IV

The County agrees that the Village shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the Village taxes accumulated under the tax collection and processing system.

#### V

The Collector agrees to remit to the Village, the receipts due the Village at the same time the Collector remits other receipts similarly collected on behalf of other cities within the County; provided, however, that there shall be a remittance to the Village at least once per month at which time the Collector shall provide a Statement of Monthly Collections and Distributions Report.

#### VI

The Village shall fix its ad valorem property tax rates, as provided in RSMo Section 67.110, not later than September first for entry in the tax books. If the Village should fail to comply with RSMo Section 67.1100, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year and the Collector will neither bill nor collect Village taxes for that year either current or delinquent. However, the Collector will continue to collect and disburse prior year taxes under this agreement. A new agreement will have to be entered into by all parties to resume collecting current taxes.

#### VII

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest, and fees. Such collection of taxes, penalties, interest, and fees shall be conducted in accordance with applicable law(s). The Village shall provide to the County Clerk and County Collector all Village Ordinances relating to penalties and interest on delinquent taxes at the time of execution of this Contract and to provide the County Clerk with any changes to such Village Ordinances or any new Village Ordinances related to the same by September 1 of the tax year in which such changes shall take effect. The collection of late charges by the Collector, however, is conditioned upon such charges being consistent with other taxing entities.

The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the Village as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by RSMo Sections 137.720.1 and 137.750, the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the Village to fund the costs and expenses incurred in assessing real and personal property. As further required by RSMo Sections 137.720.3 and 137.750, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the Village, provided that for each calendar year, if the total amount of ad valorem property taxes, so further withheld by the Collector from the political subdivisions in Boone County, Missouri under RSMo Section 137.720.3 shall exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00) for amounts collected July 1, 2009 and thereafter, the Collector shall pay to the Village once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the Village and other political subdivisions in excess of the aforementioned statutory limits. All sums withheld by the Collector, as required by RSMo Sections 137.720 and Section 137.750, shall be deposited by the Collector in the Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the Village the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the Village a written itemization showing the balance remitted for each separate property tax. If the General Assembly changes the percentages or caps set out in this paragraph, then the Collector shall collect those amounts authorized by the General Assembly and shall notify Village of such changes in writing; thereafter, this Agreement shall be considered amended so as to reflect the new amounts authorized by statute.

IX

The Village further agrees that the penalty authorized by RSMo Section 52.290 for delinquent taxes shall be retained by the County and distributed as provided in RSMo Section 52.290.

X

The Village further agrees that all fees of conducting any tax sale pursuant to Chapter 140 of the Revised Statutes of Missouri shall be retained by the County.

#### XI

The Village further agrees that the County shall be authorized to compromise and abate taxes owed to the Village in the same manner as it authorized by the Revised Statutes of Missouri to compromise and abate other taxes.

#### XII

The Village shall provide to the County Clerk and the County Assessor a certified copy of any ordinance or order altering the boundaries of the Village, including but not limited to Resolutions annexing or de-annexing any lot or lots of real estate, within 30 days of the adoption of the same and prior to October 1 of each year. The Village shall provide beginning and ending address range data for properties located within the Village for all boundary changes of the Village.

#### XIII

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2021, provided, however, that any party may terminate this agreement within sixty (60) days by serving upon all other parties to the agreement written notice of its intention to terminate the agreement. The parties hereto mutually agree that this contract will be automatically renewed on March 1, 2021, and will continue to renew on March 1 of each subsequent year unless any party serves written notice of termination no less than ninety (90) days prior to the renewal date. Upon termination of this Agreement, the County shall be absolved of all responsibility for collection of taxes for that tax year and for future tax years. The County shall continue to be responsible for the collection of delinquent taxes from all years covered by this Agreement. This agreement includes 2019 and earlier year's taxes (until such time as the same are removed from the tax rolls consistent with the Collector's standard procedures), taxes incurred in 2021 and later, but specifically excluded taxes that relate to tax year 2020. Nothing herein shall be construed to require the Collector to take any action with respect to the 2020 taxes.

#### XIV

The Village agrees that failure to comply with statutory provisions relating to the setting of tax levies shall relieve the County of responsibilities under this Agreement.

Pursuant to the provisions of RSMo Section 137.073.7, no tax rate shall be extended on the tax rolls unless the Village has complied with the tax rate certification process through the State Auditor's office.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

**VILLAGE OF HARTSBURG** By: Bill Molen ATTEST: Village Clerk **COUNTY OF BOONE** Brian C McCollum, Collector of Revenue Tom Schauwecker, Assessor Brianna L. Lennon, Clerk **Boone County Commission** By: Daniel K. Atwill, Presiding Commissioner ATTEST: Brianna L. Lennon, Clerk of the County Commission APPROVED AS TO FORM: Den Charles J. Dykhouse, County Counselor

Page 5 of 5



**CERTIFIED COPY OF ORDER** 

STATE OF MISSOURI	May Session of the April Adjourned	<b>Term. 20</b> 21
County of Boone		
In the County Commission of said county, o	ne 4th day of May	<b>20</b> 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 Purchasing Departments request to dispose of the attached list of surplus PC'S, peripheral equipment, unworking air conditioners, file cabinets, and other miscellaneous items through MRC Recycling Center.

Done this 4<sup>th</sup> day of May 2021.

ATTEST:

202 Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Justin Aldred

District I Commissioner

P MM

Janet M. Thompson District II Commissioner



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

#### MEMORANDUM

TO:Boone County CommissionFROM:David EagleRE:Computer and Peripheral Surplus DisposalDATE:April 21, 2021

The Purchasing Departments requests permission to dispose of the following list of surplus PC'S, peripheral equipment, unworking air conditioners, file cabinets, and other miscellaneous items through MRC Recycling Center. MRC Recycling will pick up our surplus for fifty dollars per load. Tubed monitors and TV's cost extra. There is also an extra charge for items with freon. They are a State of Missouri, DNR Level Four recycling center. No computer items are land-filled. Purchasing will obtain a Certificate of Destruction, and we will let them know that we want everything recycled, not reused so nothing ends up in the landfill.

Prior to Computer surplus coming to Purchasing for disposal, Information Technology has removed the hard drives for destruction by their department. Their procedure for PC disposal is:

Once all the data is copied or recovered for the user, IT removes the hard drive and memory from the PC. The memory is held to be used for upgrading other PCs at the county that can benefit. IT sometimes removes parts that can be used as spare if the model is current enough. (ie Power Supplies, Video Cards, etc.) The hard drive is held for a minimum of 30 days in case a user identifies something is missing. After 30 days IT may reuse the hard drive in other county PCs if there are failures. If a hard drive goes unused or fails and IT needs to physically dispose of it, they drill a 5/8" hole through the drive and the data platters. Once IT has collection of "drilled" drives, they deliver them to PC recycling vendor, MRC Recycling Center.

MRC Recycling Center certifies that they have picked up the following items and that all items will be recycled, not reused, so nothing ends up in the landfill.

Signature:

Date:

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
1.	18028	LAPTOP	PANASONIC TOUGHBOOK CF19	PROSECUTING ATTORNEY	UNKNOWN	
2.	19004	PC WORKSTATION	HP	MAIL SERVICES	UNKNOWN	

S:\PU\SURPLUS\COMPUTER DISPOSAL 4-21-2021.DOC

3.	19161	DVR	TRUVISION 41	JJC	UNKNOWN	
4.	22773	PC WORKISTATION	WEST A9C	JOINT COMMUNICATIONS	UNKNOWN	RETURNED TO VENDOR
5.	23141	SWITCH	MITEL	INFORMATION TECHNOLOGY	UNKNOWN	RETURNED TO VENDOR
6.	17497	DESKTOP SCANNER	SCANSNAP S1500	CIRCUIT CLERK	UNKNOWN	
7.	18168	SCANNER	TWAIN	CIRCUIT CLERK	UNKNOWN	
8.	NO TAG	MISC. KEYBOARDS		INFORMATION TECHNOLOGY	UNKNOWN	
9.	NO TAG	MISC. VIDEO ADAPTERS		INFORMATION TECHNOLOGY	UNKNOWN	
10.	NO TAG	MISC. POWER CORDS		INFORMATION TECHNOLOGY	UNKNOWN	
11.	16845	19" LCD MONITOR	HP L1950	COUNTY CLERK	UNKNOWN	
12.	NO TAG	PHONE	MITEL	INFORMATION TECHNOLOGY	UNKNOWN	
13.	NO TAG	PHONE	MITEL	INFORMATION TECHNOLOGY	UNKNOWN	
14.	24308	DVR	GETAC VR-X20	SHERIFF	UNKNOWN	RETURNED TO VENDO

cc: Heather Acton, Jacob Flowers, Auditor Surplus File

S:\PU\SURPLUS\COMPUTER DISPOSAL 4-21-2021.DOC

### **BOONE COUNTY**

Capital

### REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 01/21/2021		FIXED ASSET TAG NUMBER:	00018028
DESCRIPTION:	PANASONIC TOUGHBOOK CF1 LAPTOP NOTEBOOK	9	
REQUESTED MEANS C	OF DISPOSAL:		RECEIVED
OTHER INFORMATION	J:		JAN 22 2021
CONDITION OF ASSET	HARDDRIVE AND MEMORY R	EMOVED	BOONE COUNTY AUDITOR
	TION: REPLACEMENT		
DESIRED DATE FOR A	SSET REMOVAL TO STORAGE: A	SAP- In GC Room 123	
WAS ASSET PURCHAS IF YES, ATTACH DOC DEPARTMENT: PROS	ED WITH GRANT FUNDING? YES UMENTATION SHOWING FUNDIN ECUTING ATTORNI SIGNATU	NG AGENOV'S PERMISSION TO	DISPOSE OF ASSET.
AUDITOR			V
ORIGINAL ACQUISITIC	ON DATE 2012/06/14	G/L ACCOUNT FOR PRO	DCEEDS 2040-3835 F
ORIGINAL ACQUISITI	ON AMOUNT <u>5,162.63</u>		J
ORIGINAL FUNDING S	SOURCE 2741		
ACCOUNT GROUP <u>160</u>	03		
COUNTY COMMISSIO	ON / COUNTY CLERK		
APPROVED DISPOSAL	METHOD:		
TRANSFER	DEPARTMENT NAME	NUMBE	R
	LOCATION WITHIN DEPARTME	NT	
	INDIVIDUAL		
TRADE	AUCTIONSEAI	LED BIDS	
OTHER EXP	PLAIN	11	
COMMISSION ORDER $\frac{1}{5}$ DATE APPROVED $\frac{5}{5}$ SIGNATURE $\frac{1}{5}$	NUMBER 188-2021 - 4. 2021 amtilla		

### **BOONE COUNTY**

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 01/20/2021		FIXED ASSET TAG NUMBER: 000	19004
DESCRIPTION:	HP PRODESK 400 PC WORKSTATION		
REQUESTED MEANS (	OF DISPOSAL:		RECEIVED
OTHER INFORMATION	N:		JAN 31 2021
CONDITION OF ASSET		REMOVED	BOONE COUNTY
REASON FOR DISPOSI	TION: REPLACEMENT		AUDITOR
DESIRED DATE FOR A	SSET REMOVAL TO STORAGE	E: ASAP- In GC Room 123	
IF YES, ATTACH DOC		IDING AGENCY'S PERMISSION TO DIS	POSE OF ASSET.
DEPARTMENT: MAIL	SERVICES SIGNA	TURE: ////CEMAN	
AUDITOR			
ORIGINAL ACQUISITI	ON DATE 2014/05/07	G/L ACCOUNT FOR PROCEI	3DS 1190-3836
ORIGINAL ACQUISITI	ON AMOUNT <u>601.45</u>		0
ORIGINAL FUNDING S	SOURCE 2731		
ACCOUNT GROUP 16	03	ii	
COUNTY COMMISSIO	ON / COUNTY CLERK		
APPROVED DISPOSAL	METHOD:		
TRANSFER	DEPARTMENT NAME	NUMBER	
	LOCATION WITHIN DEPART	MENT	
	INDIVIDUAL		
TRADE	AUCTIONSI	EALED BIDS	
OTHER EXP	PLAIN		
COMMISSION ORDER	NUMBER 188-202 J. 2024 Marting atail		

	BOONE	COUNTY	
Requ	est for Disposal/Tra	ansfer of County . return to Auditor's Office	
			RECEIVED
Date: 2/1/2021	Fixed Asset Tag	Number: 19101	FEB 0 3 2021
Description of Asset:	truVision DVR 41		BOONE COUNTY AUDITOR
Requested Means of Di	isposal: Sell Trade-In X	Recycle/Trash 🗌 Other, E:	xplain:
Other Information (Ser	ial number, etc.): Model TR-41	16-2T Serial Numb	per 090042288
Condition of Asset: 1	5 of 16 camera ports do w	ork	
Reason for Disposition	; replaced		54 5
Location of Asset and I	Desired Date for Removal to Storag	ge: JJC remove afte from device	er IT removes storage e after (2/16/2021)
TE "VES" does the	ith grant funding? YES XNO e grant impose restriction and/or re ocumentation demonstrating comp	equirements pertaining to disp	osal? YES NO tions and/or requirements.
Dept Number & Name	:: 1242 JJC	Signature Ste	raepry
To be Completed by: Original Acquisition Da		G/L Account for Proceed	ds 1190-3836 F
Original Acquisition Ar	nount/950.00		
Original Funding Sourc	zeZ731	_	
Account Group	1604		
To be Completed by:	COUNTY COMMISSION / C	COUNTY CLERK	
Approved Disposal Me	thod:		
Transfer	Department Name	Nu	mber
	Location within Department		
	Individual		
Trade	AuctionSea	led Bids	
Other Ex	plain		
Commission Order N	Tumber 188 - 2021		
Date Approved 5.	4.202/ ~ n		
Signature	my the attail		
orginature	an far an The second second second		

H:\JJC\_WP\Administration\Forms\Fixed Asset Disposal.docx Revised: September 2016

### **BOONE COUNTY**

### REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 03/09/2021		FIXED ASSET TAG NUMBER: 00022773
DESCRIPTION:	WEST A9C PC WORKSTATION	
REQUESTED MEANS O OTHER INFORMATION CONDITION OF ASSET REASON FOR DISPOSI	MAR 1 0 2021	
WAS ASSET PURCHAS IF YES, ATTACH DOC	SSET REMOVAL TO STORAGE: F SED WITH GRANT FUNDING? YES UMENTATION SHOWING FUNDI DINT COMM OPERA SIGNATU	NG AGENCY'S PERMISSION TO DISPOSE OF ASSET.
AUDITOR ORIGINAL ACQUISITI ORIGINAL ACQUISITI ORIGINAL FUNDING ACCOUNT GROUP <u>16</u>	ION AMOUNT <u>15,507.87</u> SOURCE <u>2790</u>	G/L ACCOUNT FOR PROCEEDS 2700-3835
COUNTY COMMISSI APPROVED DISPOSAL TRANSFER	ON / COUNTY CLERK . METHOD: DEPARTMENT NAME LOCATION WITHIN DEPARTM INDIVIDUAL	NUMBER
TRADE EX	PLAIN	LED BIDS

### **BOONE COUNTY**

picked up 2465e

### REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 03/15/2021		FIXED ASSET TAG NUMBER: 00023141
DESCRIPTION:	MITEL ST100DA SWITCH ST100DA	
REQUESTED MEANS	OF DISPOSAL:	MAR 1 6 2021
OTHER INFORMATIO	N:	MAR 1 6 2021
CONDITION OF ASSE	T: SENT BACK TO VENDOR	BOONE COUNTY AUDITOR
REASON FOR DISPOS	ITION: REPLACEMENT	A02.
DESIRED DATE FOR	ASSET REMOVAL TO STORAGE: Se	ent back to vendor
		NO) GAGENCY'S PERMISSION TO DISPOSE OF ASSET.
DEPARTMENT: INFO	RMATION TECHNOL SIGNATUR	E: MAR CANE
AUDITOR		
ORIGINAL ACQUISIT	ION DATE 2019/07/26	G/L ACCOUNT FOR PROCEEDS <u>1190-3836</u>
ORIGINAL ACQUISIT	TION AMOUNT <u>4,798.67</u>	_
ORIGINAL FUNDING	SOURCE 2731	
ACCOUNT GROUP 10	603	
COUNTY COMMISSI	ON / COUNTY CLERK	
APPROVED DISPOSA	L METHOD:	
TRANSFER	DEPARTMENT NAME	NUMBER
	LOCATION WITHIN DEPARTME	NT
	INDIVIDUAL	
TRADE	AUCTIONSEAL	ED BIDS
OTHER EX	IPLAIN	
COMMISSION ORDER	NUMBER 188-202	

### BOONE COUNTY Request for Disposal/Transfer of County Property Complete, sign, and return to Auditor's Office

		C (	
Date: 03/05/2021	Fixed Asset Tag Num	ber: 17497	
Description of Asset:	Desktop Scanner / Sca	ansnap s1500	RECEIVED
Requested Means of Disposal	I: Recycle/Trash		MAR 0 8 2021
Other Information:	SERIAL NUMBER: 11	9844	
Condition of Asset:	POOR		
Reason for Disposition:	ROUTINE REPLACEM	IENT	
Location of Asset and Desired Removal To Storage:	Date for Boone County Courthon Services - IMMEDIATE	buse / Floor: 1 / Room: Techn ELY	ology
Was Asset Purchased with Gr	rant Funding? NO	Ara)	
DEPARTMENT: 1221-Circuit (		alloge	
To be Completed by: AUDITO Original Acquisition Date	L\$1,000	_ G/L Acct for Proceeds _	190-3836 Ha
Original Acquisition Amount		7	
Original Funding Source		ine;	
Account Group		-	A.
To be Completed by : COUNT Approved Disposal Method;	TY COMMISSION / COUNTY CL	<u>ERK</u>	
Transfer	Department Name:	Number	
	Location within Department:		
	Individual:		
Trade	Auction	Sealed Bids	
Other	Explain		*
Commission Order Number	1882021 2011		

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 03/05/2021	Fixed Asset Tag Numb	er: 18168	
Description of Asset:	TWAIN Scanner / FI-61	30z RECEIV	'ED
Requested Means of Disposa	al: Recycle/Trash	MAR.08	021
Other Information:	SERIAL NUMBER: 477	415 BOONE COL	JNTY
Condition of Asset:	BROKEN	AUDITO	R
Reason for Disposition:	BROKEN/NO LONGER	FUNCTIONS	
Location of Asset and Desire Removal To Storage:	d Date for Boone County Courthou Services - IMMEDIATE		
Was Asset Purchased with G	irant Funding? NO		¥.
DEPARTMENT: 1221-Circuit		U Hel	
To be Completed by: AUDITC Original Acquisition Date	<u>2</u> \$1,000	G/L Acct for Proceeds <u>1190-38</u>	36 Ha
Original Acquisition Amount			
Original Funding Source			
Account Group		×	
To be Completed by : COUN Approved Disposal Method;	TY COMMISSION / COUNTY CLE	<u>RK</u>	
Transfer	Department Name:	Number	
	Location within Department:		
	Individual:		
Trade	Auction	Sealed Bids	
Other	Explain		
Commission Order Number_ Date Approve:	188-2021		

'EC'

BOONE COUNTY				
Request for Disposal/Transfer of County Property Complete, sign, and return to Auditor's Office				
Date: $2/19/2($ Fixed Asset Tag Number: $\Lambda/9$				
Description of Asset: MISC. Keyboards - (13), Mice - (7)				
Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:				
Other Information (Serial number, etc.): 6/ 3				
Condition of Asset: 5-00/3				
Reason for Disposition:				
Location of Asset and Desired Date for Removal to Storage: G Cr Rec-123				
Was asset purchased with grant funding? YES YNO If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.				
Dept Number & Name: Signature Hyllinko				
To be Completed by: AUDITOR       N/A         Original Acquisition Date       G/L Account for Proceeds				
Original Acquisition Amount				
Original Funding Source				
Account Group				
To be Completed by: COUNTY COMMISSION / COUNTY CLERK				
Approved Disposal Method:				
Transfer Department NameNumber				
Location within Department				
Individual				
TradeAuctionSealed Bids				
Other Explain				
Commission Order Number_188-2021				
Date Approved 574.2021				
SignatureOMUNE				

BOONE COUNTY			
Request for Disposal/Transfer of County Property Complete, sign, and return to Auditor's Office			
Date: $2/12/21$ Fixed Asset Tag Number: $n/a$			
Description of Asset: MISC. video adepters - (111)			
Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:			
Other Information (Serial number, etc.): 1/4			
Condition of Asset: Surplus			
Reason for Disposition:			
Location of Asset and Desired Date for Removal to Storage: GC Kan (73			
Was asset purchased with grant funding? YES YNO If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.			
Dept Number & Name: Signature My Court			
To be Completed by: AUDITOR       N/A       G/L Account for Proceeds       1/90-3836-5         Original Acquisition Date       G/L Account for Proceeds       1/90-3836-5			
Original Acquisition Amount			
Original Funding Source			
Account Group			
To be Completed by: COUNTY COMMISSION / COUNTY CLERK			
Approved Disposal Method:			
Transfer Department NameNumber			
Location within Department			
Individual			
TradeAuctionSealed Bids			
Other Explain			
Commission Order Number 188-2021			
Date Approved 54 1021			
Signature Kony the altivity			

<b>BOONE COUNTY</b>
Request for Disposal/Transfer of County Property Complete, sign, and return to Auditor's Office
Date: $2/19/21$ Fixed Asset Tag Number: $n/a$
Description of Asset: MISC. POMER CORDS - (138)
Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:
Other Information (Serial number, etc.): N/c.
Condition of Asset: Surplus
Reason for Disposition:
Location of Asset and Desired Date for Removal to Storage: GC Renn 123
Was asset purchased with grant funding? YES NO If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.
Dept Number & Name: Signature hylend
To be Completed by: AUDITOR       ///A       G/L Account for Proceeds       1/90 - 38'36 -         Original Acquisition Date
Original Acquisition Amount
Original Funding Source
Account Group
To be Completed by: COUNTY COMMISSION / COUNTY CLERK
Approved Disposal Method:
Transfer Department NameNumber
Location within Department
Individual
TradeAuctionSealed Bids
Other Explain
Commission Order Number 188-2021
Date Approved Of 1. Unit
Signature

### **BOONE COUNTY**

### REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED
MAR 17 2021
BOONE COUNTY
SAP- In GC Room 123
NG AGENCY'S PERMISSION TO DISPOSE OF ASSET. RE:
G/L ACCOUNT FOR PROCEEDS 1190-3836 -
NUMBER
NT
LED BIDS

BOONE COUNTY
<b>Request for Disposal/Transfer of County Property</b> Complete, sign, and return to Auditor's Office
Date: 3/14/2021 Fixed Asset Tag Number: NIA RECEIVED
Description of Asset: MITEL V 480 PHINE Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: MAR 17/2021 BOOME COUNTY AUDITOR
Other Information (Serial number, etc.): 1142218 FW 18335 AF3 B5 Condition of Asset: NON-WORKING
Reason for Disposition: Ouros AC
Location of Asset and Desired Date for Removal to Storage: ASAP-IN GC-Room (2)
Was asset purchased with grant funding? YES ANO If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.
Dept Number & Name: Signature
To be Completed by: AUDITOR       MA       G/L Account for Proceeds       Igo - 3836         Original Acquisition Date       Image: Second S
Original Funding Source
To be Completed by: COUNTY COMMISSION / COUNTY CLERK
Approved Disposal Method:
Transfer Department NameNumber
Location within Department
Individual
TradeAuctionSealed Bids
Other Explain
Commission Order Number 188-2021
Date Approved Di 1021
Signature

BOONE COUNTY	
Request for Disposal/Transfer of County Property Complete, sign, and return to Auditor's Office	
Date: 3/16/2021Fixed Asset Tag Number: N/ARECEIVEDDescription of Asset: MITEL19 480 ALONEMAR 17 202	
BOONE C DUN AUDITOR Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:	ΓY
Other Information (Serial number, etc.): 114210 FW 16325ACD 05	
Condition of Asset: NON-WORKING	
Reason for Disposition: Oispos AC	
Location of Asset and Desired Date for Removal to Storage: ASAP- IN GC Keen 123	
Was asset purchased with grant funding? YES NO If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.	s
Dept Number & Name: Signature My/Cent	
To be Completed by: AUDITOR       ///A       G/L Account for Proceeds       ///20-3836         Original Acquisition Date	
Original Acquisition Amount	
Original Funding Source	
Account Group	
To be Completed by: COUNTY COMMISSION / COUNTY CLERK	
Approved Disposal Method:	
Transfer Department NameNumber	
Location within Department	
Individual	
TradeAuctionSealed Bids	
Other Explain	
Commission Order Number 188-2021	
Date Approved	
Signature	

BOONE COUNTY Request for Disposal/Transfer of County Property Complete, sign, and return to Auditor's Office			
Date: 04-20-2021	Fixed Asset Tag Number: 2	24308	
Description of Asset: Getac VR-X20 I	DVR		
Requested Means of Disposal: Sell Getac (RMA V210413811) Other Information (Serial number, etc.) Condition of Asset: Unit sent back to r Reason for Disposition: Unit was replace	: Serial Number VKC01V0318 nanufacturer due to hardware is		exchanged by RECEIVED APR 21 2021
Location of Asset and Desired Date for	Removal to Storage: Unit sent	back to Getac on 04-20-2021	
Was asset purchased with grant funding? YES NO If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements. Dept Number & Name: Sheriff Enforcement Signature Signature			
*****		<u></u>	
To be Completed by: AUDITOR Original Acquisition Date	8/14/20 G/	L Account for Proceeds	70-3836 F
Original Acquisition Amount			0

Original Funding Source 2731 Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer	Department Name	Number
	Location within Department	
	Individual	
Trade	AuctionSealed Bids	
Other	Explain	
Commission Or	der Number 188-2021	
Date Approved_	\$4.2021	
Signature	any the altil	

C:\Shared\Desktop\Fixed Asset Disposal.docx

-2021

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	May Session of the April Adjourned				Term. 20	21	
<b>County of Boone</b>	J						
In the County Commission	on of said count	y, on the	4th	day of	May	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 Request for Bid 14-09APR21 – Radio Signal Boosting Equipment which closed on April 9, 2021. Three bids were received. Dave Dunford, our Radio Consultant, recommends a multi-vendor award by low bid by line item (the deepest discount from list price) as follows:

Primus Electronics Corp #11 - Signal Boosters: 39%

Talley Communications Corporation, d/b/a Talley Inc

- #1 Signal Amplifiers: 25%
- #3 RF Hardware: 18%
- #6 Molds, Tools, and Supplies: 25%
- #8 RF Amplifiers, Components: 35%

### TESSCO Incorporated of Delaware, d/b/a TESSCO Incorporated

- #1 Signal Amplifiers: 25%
- #2 Signal Amplifiers, Components: 20%
- #4 RF Amplifiers, Components: 30%
- #5 Grounding Hardware: 35%
- #7 Amplifiers, Components: 20%
- #9 Signal Boosters: 20%
- #10 Consoles Accys: 25%
- #12 RF Components: 25%

These are Term and Supply contracts that will be paid from Department 4103 – ECC Support Services Building, Account 71231 –Owner Costs. \$400,000 is budgeted for 2021.

Done this 4<sup>th</sup> day of May 2021.

Daniel K. Atwill Presiding Commissioner

Justin Aldred District I Commissioner

Janet M. Thompson District II Commissioner

ATTEST:

Brianna L. Lennon Clerk of the County Commission

# **Boone County Purchasing**

Melinda Bobbitt, CPPO, CPPB

Director of Purchasing



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

### MEMORANDUM

.

TO:Boone County CommissionFROM:Melinda Bobbitt, CPPO, CPPBDATE:April 28, 2021RE:Bid Award Recommendation: 14-09APR21 - Radio Signal Boosting Equipment

Request for Bid 14-09APR21 – Radio Signal Boosting Equipment closed on April 9, 2021. Three bids were received. Dave Dunford, our Radio Consultant, recommends a multi-vendor award by low bid by line item (the deepest discount from list price) as follows:

Primus Electronics Corp

#11 - Signal Boosters: 39%

Talley Communications Corporation, d/b/a Talley Inc

- #1 Signal Amplifiers: 25%
- #3 RF Hardware: 18%
- #6 Molds, Tools, and Supplies: 25%
- #8 RF Amplifiers, Components: 35%

### TESSCO Incorporated of Delaware, d/b/a TESSCO Incorporated

- #1 Signal Amplifiers: 25%
- #2 Signal Amplifiers, Components: 20%
- #4 RF Amplifiers, Components: 30%
- #5 Grounding Hardware: 35%
- #7 Amplifiers, Components: 20%
- #9 Signal Boosters: 20%
- #10 Consoles Accys: 25%
- #12 RF Components: 25%

These are Term and Supply contracts that will be paid from department 4103 – ECC Support Services Building, account 71231 –Owner Costs. \$400,000 is budgeted for 2021.

#### ATT: Bid Tab

cc: Bid File

Dave Dunford, Radio Consultant Chad Martin / Patricia Schreiner, Joint Communications

Commission Order #

### PURCHASE AGREEMENT FOR RADIO SIGNAL BOOSTING EQUIPMENT – TERM & SUPPLY

THIS AGREEMENT dated the <u>day of</u> <u>and</u> 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Primus Electronics Corporation**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for Radio Signal Boosting Equipment Term & Supply, County of Boone Request for Bid number 14-09APR21, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated April 9, 2021 and executed by Sue Hendrick on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, unexecuted Response Form, Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on June 1, 2021 and extend through May 31, 2022 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 and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase -** <u>Term and Supply:</u> The County agrees to purchase from the Vendor and the Vendor agrees to furnish and deliver to the County **Radio Signal Boosting Equipment at the attached discount from vendor published list price** as needed and ordered by the County. County will obtain quote(s) for needed equipment throughout the contract period, and Vendor submitted quote shall list both the list price and the discounted price.

				% discount off published
		Description	Make	list price
1	1.	Signal Boosters	WilsonPro	39%

4. **Delivery** - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications and within the delivery days as outlined on the attached Response Form. **Delivery Terms:** FOB- Destination with shipping and handling costs included, delivered to Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202. Telephone Contact for delivery drivers is: (573) 554-1005.

**5.** *Billing and Payment* - All billing shall be invoiced to Boone County Joint Communications, Attn: Patricia Schreiner, 2145 E. County Drive, Columbia, MO 65202. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices;

An Affirmative Action/Equal Opportunity Institution

Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- 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.

#### PRIMUS ELECTRONICS CORPORATION

by Sw Hendrick

title Business Development, Gov't

#### APPROVED AS TO FORM:

-DocuSigned by:

G. Dillourer

CTD71DEAEB9D74DD...

CJ Dykhouse, County Counselor

### **BOONE COUNTY, MISSOURI**

by: Boone County Commission

- DocuSigned by:

Daniel K. Atwill BAAB934CED8E4EB

Daniel K. Atwill, Presiding Commissioner

ATTEST:

---- DocuSigned by:

Brianna L lennon D267E242BEB048C

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 Account
Stans E. Pickland my MR. Tran - Supply - No considered	4/22/2021	4103 / 71231 Term and Supply
-DocuSigned by:		

189–2021 Commission Order #

### PURCHASE AGREEMENT FOR RADIO SIGNAL BOOSTING EQUIPMENT – TERM & SUPPLY

THIS AGREEMENT dated the 4th day of 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Talley Communications Corporation, d/b/a Talley Inc, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for Radio Signal Boosting Equipment Term & Supply, County of Boone Request for Bid number 14-09APR21, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated March 15, 2021 and executed by Allison Mills on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, unexecuted Response Form, Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on June 1, 2021 and extend through May 31, 2022 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 and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. *Purchase - <u>Term and Supply:</u>* The County agrees to purchase from the Vendor and the Vendor agrees to furnish and deliver to the County **Radio Signal Boosting Equipment at the attached discount from vendor published list price** as needed and ordered by the County. County will obtain quote(s) for needed equipment throughout the contract period, and Vendor submitted quote shall list both the list price and the discounted price.

	Description	Make	% discount off published list price
1.	Signal Amplifiers	Westell	25%
3.	RF Hardware	Microlab	18%
6.	Molds, Tools, and Supplies	Thermoweld	25%
8.	RF Amplifiers, Components	JMA Wireless	35%

4. **Delivery** - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications and within the delivery days as outlined on the attached Response Form. **Delivery Terms:** FOB- Destination with shipping and handling costs included, delivered to Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202. Telephone Contact for delivery drivers is: (573) 554-1005.

5. Billing and Payment - All billing shall be invoiced to Boone County Joint Communications, Attn: Patricia Schreiner, 2145 E. County Drive, Columbia, MO 65202. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- 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.

### TALLEY COMMUNICATIONS CORPORATION BOONE COUNTY, MISSOURI **D/B/A TALLEY INC**

DocuSigned by: Allison Mills by -20C3EC730E314EB.

LMR Account Manager title

### APPROVED AS TO FORM

DocuSigned by:

A. D. Malenene.

-70710EAEB907400 CJ Dykhouse, County Counselor

by: Boone County Commission

-DocuSigned by: Daniel K. Atwill

-BA4B934GED6E4EB Daniel K. Atwill, Presiding Commissioner

### ATTEST:

DocuSigned by:

Brianna ( Junnon -D267E242BEB048C

Brianna L. Lennon, County Clerk

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

#### **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: Gunz E. Publicut. my till. Them + Supply: He incompany	4/22/2021	4103 / 71231 Term and Supply
Signature	Date	Appropriation Account

Commission Order #

### PURCHASE AGREEMENT FOR RADIO SIGNAL BOOSTING EQUIPMENT – TERM & SUPPLY

THIS AGREEMENT dated the 4th day of 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and TESSCO Incorporated of Delaware, d/b/a TESSCO Incorporated, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for Radio Signal Boosting Equipment Term & Supply, County of Boone Request for Bid number 14-09APR21, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated April 8, 2021 and executed by Desmond Esteves on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, unexecuted Response Form, Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on June 1, 2021 and extend through May 31, 2022 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 and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. *Purchase – <u>Term and Supply</u>:* The County agrees to purchase from the Vendor and the Vendor agrees to furnish and deliver to the County **Radio Signal Boosting Equipment at the attached discount from vendor published list price** as needed and ordered by the County. County will obtain quote(s) for needed equipment throughout the contract period, and Vendor submitted quote shall list both the list price and the discounted price.

	Description	Make	% discount off published list price
1.	Signal Amplifiers	Westtell	25%
2.	Signal Amplifiers, Components	Advanced RF Technologies	20%
4.	RF Amplifiers, Components	Comba Telecom	30%
5.	Grounding Hardware	Harger	35%
7.	Amplifiers, Components	G-Wave Solutions	20%
9.	Signal Boosters	weBoost	20%
10.	Consoles Accys	Gai-Tronics	25%
12.	RF Components	Ventev/TerraWave	25%

189-2021

4. *Delivery* - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications and delivery within 30 calendar days. **Delivery Terms:** FOB- Destination with shipping and handling costs included, delivered to Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202. Telephone Contact for delivery drivers is: (573) 554-1005.

**5.** *Billing and Payment* - All billing shall be invoiced to Boone County Joint Communications, Attn: Patricia Schreiner, 2145 E. County Drive, Columbia, MO 65202. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- 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.

### TESSCO INCORPORATED OF DELAWARE D/B/A TESSCO INCORPORATED

by Dismond Estimes

Vertical Market Executive title

### APPROVED AS TO FORM:

DocuSigned by:

J. Million -

CJ Dykhouse, County Counselor

### **BOONE COUNTY, MISSOURI**

by: Boone County Commission

-DocuSigned by:

Daniel K. Atwill BA48934CED6E4E8

Daniel K. Atwill, Presiding Commissioner

ATTEST:

—Docusigned by: Brianna L Unnon

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:		
gune E. Pitelgent by HR. Then stapping Normanian	4/22/2021	4103 / 71231 Term and Supply
Signature	Date	Appropriation Account
6		

				Primus Electronics Corp.	Talley Inc.	Tessco Incorporated
Line #	Description	QTY	NON			
1	Signal Amplifiers	1	EA	2.5%	25.0%	25.0%
	Brand			Westell	Westell	Westel
	In stock?			depends on which parts	depends on item	Yes
	Delivery Days			21	30	30
2	Signal Amplifiers, Components	1	EA	No Bid	18.0%	20.0%
	Brand			No Bid	Advanced RF Technologies	Advanced RF Technologies
	In stock?			No Bid	drop ship from factory	Yes
	Delivery Days			No Bid	42	30
3	RF Hardware	1	EA	8.5%	~ <b>18:0%</b>	10.0%
	Brand			Microlab	Microlab	Microlat
	In stock?			depends on which parts	depends on item	Ye
	Delivery Days			14	21	30
4	<b>RF Amplifiers, Components</b>	1	EA	8.5%	No Bid	30.09
	Brand			Comba Telecom	No Bid	Comba Telecom
	In stock?			depends on which parts	No Bid	Ye
	Delivery Days			21	No Bid	30
5	Grounding Hardware	1	EA	27.0%	18.0%	35.09
	Brand			Harger	Harger	Harge
	In stock?			depends on which parts	depends on item	Ye
	Delivery Days			14	14	30
6	Molds, Tools, and Supplies	1	EA	No Bid	25.0%	No Bio
	Brand			No Bid	Thermoweld	No Bio
	In stock?			No Bid	Yes on common items	No Bio
	Delivery Days			No Biđ	21	No Bio
7	Amplifiers, Components	1	EA	No Bid	No Bid	20.09
	Brand			No Bid	No Bid	G-Wave Solution
	In stock?			No Bid	No Bid	Ye
	Delivery Days			No Bid	No Bid	3
8	RF Amplifiers, Components	1	EA	No Bíd	35.0%	25.09
185	Brand			No Bid	JMA Wireless	JMA Wireles
	In stock?			No Bid	varies on item	Ye
	Delivery Days			No Bid	14	3
9	Signal Boosters	1	EA	17.0%	No Bid	20.09
2	Brand	_		weBoost	No Bid	weBoos
	In stock?			depends on which parts	No Bid	Ye

### Bid Tabulation: 14-09APR21 - Radio Signal Boosting Equipment

14-09APR21 - Page 1

19.5	Delivery Days	1 2 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	3,042,000,000	14	No Bid	30
10	Consoles Accys	1	EA	17.0%	No Bid	25.0%
	Brand			Gai-Tronics	No Bid	Gai-Tronics
	In stock?			depends on which parts	No Bid	Yes
	Delivery Days			21	No Bid	30
11	Signal Boosters	1	EA	39.0%	No Bid	25.0%
	Brand			WilsonPro	No Bid	WilsonPro
	In stock?			depends on which parts	No Bid	Yes
	Delivery Days			14	No Bid	30
12	RF Components	1	EA	No Bid	No Bid	25.0%
	Brand			No Bid	No Bid	Ventev/TerraWave
	In stock?			No Bid	No Bid	Yes
	Delivery Days			No Bid	No Bid	30

14-09APR21 - Page 2



**CERTIFIED COPY OF ORDER** 

STATE OF MISSOURI	<b>}</b> ea.	May Session of	the April Adj	ourned		Term.	20	21
<b>County of Boone</b>	<b>s</b> ca.							
In the County Commission	on of said county, on	the	4th	day of	May	20	2	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 Request for Bid 17-19APR21 for SWAT Helmets for the Sheriff's Department. Four bids and one "No Bid" were received.

The contract for SWAT Helmets will be awarded to ABM Supply, LLC of Lenexa, Kansas as the "lowest and best" bid.

The initial contract period will run from May 01, 2021 through April 30, 2022 and includes three (3) one-year renewal options.

This is a Term and Supply contract. Payments will be paid from Department 2901- LEST Sheriff Operations, Account 23850 – Untagged Equipment and Tools.

Done this 4<sup>th</sup> day of May 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 Senior Buyer



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

### **MEMORANDUM**

TO;	Boone County Commission
FROM:	Liz Palazzolo, CPPO, C.P.M.
DATE:	April 23, 2021
RE:	RFB 17-19APR21 -SWAT Helmets Term & Supply for the Boone County
	Sheriff's Department

Request for Bid 17-19APR21 solicited bids for SWAT Helmets for the Sheriff's Department. Four bids and one "No Bid" were received.

The contract for SWAT Helmets will be awarded to ABM Supply, LLC of Lenexa, Kansas as the "lowest and best" bid. It is noted that a lower priced bid was received but it was determined to be non-responsive to contract renewal requirements, limiting the County to just one instead of three renewals as required in the RFB.

The initial contract period will run from May 01, 2021 through April 30, 2022 and includes three (3) one-year renewal options.

This is a Term and Supply contract. Payments will be paid from 2901- LEST Sheriff Operations/23850 – Untagged Equipment and Tools.

### 2901

### Attachments: File Memo Evaluation Award; Cost Evaluation

/lp

cc: Major Gary German File

### PURCHASE AGREEMENT FOR SWAT HELMETS – TERM & SUPPLY

**THIS AGREEMENT** dated the <u>4th</u> day of <u>May</u> 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **ABM Supply, 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 Purchase Agreement for SWAT Helmets – Term & Supply, County of Boone Request for Bid, bid number 17-19APR21 in its entirety including the Introduction and General Conditions of Bidding, Technical Specifications, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, and Boone County's Standard Terms and Conditions, as well as the Contractor's bid response dated April 14, 2021, executed by Alan Mestdagh on behalf of the Contractor, and the e-mail dated April 20, 2021 from Alan Mestdagh on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with 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 Request for Bid including the Introduction and General Conditions of Bidding, Technical Specifications, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period -- The contract period shall be May 01, 2021 through April 30, 2022. The County shall have the option to renew the contract for three (3) one-year periods subsequent to the initial contract period, with an option to renew on a month-to-month basis thereafter.

3. *Purchase* - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with SWAT Helmets on an as needed, if needed basis as required in the RFB specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by the County:

а.

Item #	Size	Unit Price/Each
4.10.1.	SWAT Helmet – meets all requirements stated herein including NIJ 0106.01 Level IIIA, Black or Tan	\$665.00
	Sizes S-L	
	Brand: USI Spec Ops Delta GENII Helmet	
(10.5	SWAT Helmet - meets all	\$695.00
4.10.2.	requirements stated herein including NIJ 0106.01 Level IIIA, Black or Tan	
	Size: XL	
	Brand: USI Spec Ops Delta GENII Helmet	
4.10.3.	Retrofit face-shield/visor with rail adapters made of clear polycarbonate a minimum 6"in height/length by 8" in width and .150" rated NIJ- 0104.02 or better, fragmentation MIL STD 662F V50 rated	\$110.00
	Shall be manufactured to fit the SWAT Helmet bid for line item 4.10.1 and 4.10.2.	
	Brand: United Shield International (USI), SOD- RFS-Rail	

4.10.4.	SWAT Helmet Gas Mask Strap for the SWAT	\$15.00
	Helmet bid for line item	
	4.10.1 and 4.10.2.	
	Brand: United Shield	
	International (USI),	
	GMStrap	

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department in compliance with paragraph 2.14 and its sub-paragraphs in RFB 17-19APR21. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. *Delivery* – The Contractor agrees to deliver ordered items to the Boone County Sheriff's Department in 30-45 calendar days ARO. All deliveries are FOB Destination, Freight Prepaid and Allowed.

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

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

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

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

### **ABM SUPPLY, LLC**

1	DocuSigned by:	
by	Alan Mestdagh	
1	DF3599D31B82479	
title	Owner	

### **BOONE COUNTY, MISSOURI**

by: Boone County Commission

Daniel K. Atwill

Presiding Commissioner

### APPROVED AS TO FORM:

ATTEST:

DocuSigned by

-DocuSigned by:

Ct. Manne

County-Counselor

Brianna blunnon County Collerk

### 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.)

2901/23850: Term & Supply

-DocuSigned by: Dane Prospells

4/26/2021

Signature8470.

Account

Date

Appropriation

-2021

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	٦	May Sessic	on of the April A	djourned		Term. 20	21
County of Boone	<b>]</b> ea.						
In the County Commission	on of said county,	on the	4th	day of	May	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 Purchasing Departments request to sell the Counties current IBMi to Huber & Associates, Inc. for \$1,000.00.

Asset Tag 19807 – Power 8 and 19808 – Rack Mounted HMC.

Done this 4<sup>th</sup> day of May 2021.

ATTEST: iana

Brianna L. Lennon Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Justin Aldred District I Commissioner

er

Janet M. Thompson District II Commissioner **Boone County Purchasing Melinda Bobbitt, CPPO** Director of Purchasing



613 E. Ash Street Columbia, MO 65201 Phone: (573) 886-4391

### **MEMORANDUM**

TO:Boone County CommissionFROM:Melinda Bobbitt, CPPORE:Surplus Disposal – IBMiDATE:April 26, 2021

The County purchased a new IBMi from Huber & Associates, Inc. Aron Gish, Information Technology Director recommends we sell our surplus IBMi to Huber & Associates, Inc. for \$1,000. It consists of asset tags 19807 - Power 8 and 19808 - Rack Mounted HMC.

We are not able to offer this equipment for sale on GovDeals due to the licensing associated with IBMi and the serial numbers tied to the software.

cc: Heather Acton, Jacob Flowers, Auditor's office Aron Gish, Information Technology Surplus File

S:\PU\Surplus\COMMISSION MEMO 04-26-21 - IBMi.doc

## **BOONE COUNTY** Request for Disposal/Transfer of County Property Complete, sign, and return to Auditor's Office

Date: 04/20/2021 Fixed Asset Tag Number: 19808 Description of Asset: RACK MOUNTED HMC	APR 2 0 2021				
Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain	BOONE COUNTY AUDITOR				
Other Information (Serial number, etc.): 21164AD					
Condition of Asset: GOOD - WORKING					
Reason for Disposition: REPLACED DUE TO AGE					
Location of Asset and Desired Date for Removal to Storage: VENDOR WILL WILL PICKUP	- IT Server Room				
Was asset purchased with grant funding? [YES XNO If "YES", does the grant impose restriction and/or requirements pertaining to disposal? [] If yes, attach documentation demonstrating compliance with the agency's restrictions and	YES NO				
Dept Number & Name: 1170 - Information Technology Signature	The				
To be Completed by: AUDITOR         Original Acquisition Date       10-8-15         G/L Account for Proceeds	76% 1199-3836 24% -2010-3836 HQ				
Original Acquisition Amount <u>\$5,408.00</u> 2731- \$4,110.88 Original Funding Source <u>2743</u> - \$1,297.92					
Account Group 1603					
To be Completed by: COUNTY COMMISSION / COUNTY CLERK					
Approved Disposal Method:					
Transfer Department NameNumber					
Location within Department					
Individual					
TradeAuctionSealed Bids					
Commission Order Number					
Date Approved 5.4.2021					
(675) (M)					

C:\Shared\Desktop\Request for Disposal.docx Revised: September 2016

BOONE COUNTY
Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

ŝ					
Date: 04/20/2021	Fixed Asset Tag Number: 19807	_			
Description of Asset: POWER 8	ber & Assowides	RECEIVED			
ji ta ka	ber & riss	APR 2 0 2021			
Requested Means of Disposal: Sell		BOONE COUNTY AUDITOR			
Other Information (Serial number, etc.	.): 21F9BIV				
Condition of Asset: GOOD - WORK	ING				
Reason for Disposition: REPLACED	DUE TO AGE				
Location of Asset and Desired Date fo	or Removal to Storage: VENDOR WILL WILL PICKU	P - IT Server Room			
If yes, attach documentation d	restriction and/or requirements pertaining to disposal?				
Dept Number & Name: 1170 - Inform	nation Technology Signature				
To be Completed by: AUDITOR Original Acquisition Date [0	1-08-15 G/L Account for Proceeds	76% - 1190-3835 24% - 2010-3835 HQ			
Original Acquisition Amount \$ 117.	003 77				
2731 - \$\$8,942.55 Original Funding Source 2743 - \$28,061.22					
Account Group 1603					
To be Completed by: COUNTY CC	OMMISSION / COUNTY CLERK				
Approved Disposal Method:	2				
Transfer Department M	NameNumber				
Location with	iin Department				
Individual					
TradeAuction	Sealed Bids				
Other Explain Sell to ther + Associates five.					
Commission Order Number					
Date Approved D. T. LOLA					
Signature Candella	Kell/				

C:\Shared\Desktop\Request for Disposal.docx Revised: September 2016

 $_{\infty}$ 

24

(g. <sup>42</sup>

12

### Huber & Associates, Inc.

1400 Edgewood Drive Jefferson City, MO 65109 Phone: 573-634-5000 Fax: 573-634-5500 www.teamhuber.com





Prepared For		Quote Information	
Name:	Aron Gish	Quote #:	LH-24315R1
Company:	<b>Boone County Government Ctr</b>	Date:	04/22/2021
Address:	Information Technology	Date Expires:	05/22/2021
	801 East Walnut Street, Room 220 Columbia, MO 65201-4890 United States	Account Manager:	Jim Buhr
Phone # /Fax #:	(573) 886-4319 /	<b>Email:</b> jl	ouhr@teamhuber.com
Email	agish@boonecountymo.org	Phone:	573-634-5000

Local, onsite pickup included.

County can remove internal HDD to be destroyed locally.

Line	Description	Item	Qty	Unit Price	Ext. Price
1	Fair Market Value Offer IBM Power 8 s/n 21F9B1V	8286-41A-0000	1	-\$1,000.00	-\$1,000.00
2	Fair Market Value Offer Rack Mounted HMC s/n 21164AD	7042-CR8	1	\$0.00	\$0.00
	5/11/21104/00		Tota	al circle and seeks	-\$1,000.00

+\_/// Jan Van 5.4.2021

Signature

Date



**CERTIFIED COPY OF ORDER** 

STATE OF MISSOURI	May Sessio	n of the April A	Adjourned		Term. 20	21	
<b>County of Boone</b>	J						
In the County Commission	1 of said county, on the	4th	day of	May	20	21	
the following, among other	r proceedings, were had, viz:						

Now on this day, the County Commission of the County of Boone does hereby approve Road & Bridge requests utilize the Sourcewell Cooperative Contract 121918-TKI – Trailers with Related Equipment, Accessories, and Services to purchase one (1) TK70HDG Hydraulic Detachable 70,000 lb trailer from Trail King Industries, Inc.

Cost of the purchase is \$80,804.85 and will be paid from Department 2040 – Road & Bridge Road Maintenance and Account 92300 – Machinery & Equipment.

Done this 4<sup>th</sup> day of May 2021.

ATTEST:

Brianna L. Lennon Clerk of the County Commission

Daniel K. Átwill 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:	May 4, 2021
RE:	Cooperative Contract: Sourcewell Contract #121918-TKI – Trailers with
	Related Equipment, Accessories, and Services

Road & Bridge requests permission to utilize the Sourcewell cooperative contract *121918-TKI – Trailers with Related Equipment, Accessories, and Services* to purchase one (1) TK70HDG Hydraulic Detachable 70,000 lb trailer from Trail King Industries, Inc.

Cost of the purchase is \$80,804.85 and will be paid from department 2040 – RB Road Maintenance and account 92300 – Machinery & Equipment.

cc: Greg Edington, RB Contract File

### PURCHASE AGREEMENT FOR TK70HDG ADVANTAGE PLUS HYDRAULIC TRAILER

**THIS AGREEMENT** dated the 4<sup>th</sup> day of 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Trail King Industries, 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) TK70HDG Advantage Plus Hydraulic Trailer, the Alamo Industrial quotation # TK-67262.00, Sourcewell cooperative contract 121918-TKI 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 121918-TKI 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) TK70HDG Advantage Plus Hydraulic Trailer as follows:

TK70HDG Advantage Plus Hydraulic Trailer, 70,000 lb capacity with options	\$79,538.25
Freight Cost	\$1,266.60
Grand Total:	\$80,804.85

3. *Delivery* - Vendor agrees to deliver equipment as set forth in the bid documents. Delivery shall be made 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.

TRAIL KING INDUSTRIES, INC	BOONE COUNTY, MISSOURI
By Mile Hischile.	By: Boone County Commission
Title Director of International Market Develo	pm Darbiel K. Atwill
	Presiding Commissioner
APPROVED AS TO FORM:	ATTEST: Brianna. L. Ummon. Countyr Eterk

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:	4/27/2021	2040-92300 - \$80,804.85
SignaturadB184244D	Date	Appropriation Account

CAPI	TAL
------	-----

### **BOONE COUNTY**

Request for Disposal/Transfer of County Property Complete, sign, and return to Auditor's Office

Date: 4/26/2021	Fixed Asset Tag Number: 15792	
Description of Asset: Trail Eze TE801 sli	iding axle tilt trailer	
Requested Means of Disposal: 🛛 Sell 🛛	]Trade-In []Recycle/Trash []Other, Expla	in:
Other Information (Serial number, etc.): \	/IN: 1DA72T7077P018576	
Condition of Asset: Very Poor.		RECEIVED
Reason for Disposition: Trailer is no long	er usable. Not safe.	APR 26 2021
Location of Asset and Desired Date for R	.emoval to Storage:	BOONE COUNTY AUDITOR
Was asset purchased with grant funding? If "YES", does the grant impose rest If yes, attach documentation dem Dept Number & Name: 2040 Road & Br	triction and/or requirements pertaining to disposal constrating compliance with the agency's restriction	? []YES []NO is and/or requirements.
To be Completed by: AUDITOR Original Acquisition Date		eds 2040-3835 MQ
Original Acquisition Amount \$44, c	100.00	
Original Funding Source 2741		
Account Group 1605		
To be Completed by: COUNTY COM	MISSION / COUNTY CLERK	
Approved Disposal Method:		
Transfer Department Nar	me Numbe	r
Location within	Department	· · · · · · · · · · · · · · · · · · ·
Individual		
TradeAuction	Sealed Bids	
Other Explain Commission Order Number 192 Date Approved 5 5 192 Signature	-2021	

C:\Shared\Desktop\Low boy trailer 2021.docx

t

To: County Clerk's Office Comm Order #

Bill to Dept #: 2040

Please return purchase req with back-up to Auditor's Office.



### PURCHASE REQUISITION BOONE COUNTY, MISSOURI

15935	Trail King Industries, Inc	121918-TKI	
VNDR #	VENDOR NAME	BID #	

Ship to Dept #: 2040

04/26/21

RQST

DATE

Dept	Account	Item Description	Qty	Unit Price	Amount
2040	92300	TK70HDG Hydraulic Trailer	1	\$79,538.25	\$79,538 2
2040 92300	92300	Freight	1	\$1,266.60	\$1,266.6
					\$0.0
					\$0,0
					\$0.0
					\$0.0
					\$0.0
				\$0.0	
					\$0.0
			n - soulies former -		\$0.0
					\$0.0
					\$0.0
				\$0.0	
					\$0.0
		inte-			\$0,0
					\$0.0
					\$0,0 80,804.85

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

Approving Officia ALL THE CAPPE Prepared By

Auditor Approval

S:\PU\AUDFRMS\Purchase Requisitions 2021\121918-TKL - TKT16U Till-Utility Trailer