

302-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 21

In the County Commission of said county, on the 27th day of July 20 21

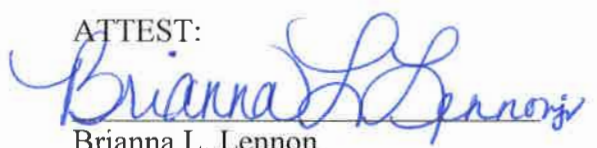
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does receive and accept the following subdivision plat and authorizes the presiding commissioner to sign it:

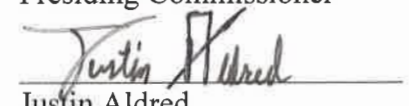
1. Goen Acres Plat No. 1. S13-T50N-R13W. A-2. Goen LLC, owner. David Butcher, surveyor.

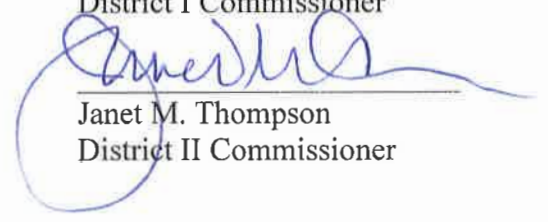
Done this 27th day of July 2021.

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

Staff Report for County Commission
RE: P&Z Agenda Items
July 27, 2021

Plats

At its July 15, 2021 meeting, the Planning and Zoning Commission approved the plat of *Goen Subdivision* by consent. I ask that you waive the reading of the staff report and authorize the clerk to insert the it into the meeting minutes.

Goen Subdivision

The property is located on E Highway 124, approximately 4 miles west of the City of Hallsville. The property is 10.01 acres in size and was created by administrative survey in June of 2021. It is zoned A-2 (Agriculture) and is surrounded by A-2 zoning, all of which is original 1973 zoning. This proposal divides the administrative survey tract into three lots, each being 3.19, 3.18, 3.26 acres, respectively. The property within this plat proposal is currently undeveloped.

The property has frontage on W Hwy 124; however, MODOT has stated that Lot 6 does not have direct access due to site distance criteria. A paired driveway with proposed lot 5 or 7 has been identified as the only solution that will meet regulations. The applicant has submitted a request to waive the traffic study requirement.

The subject property is located in Consolidated Water #1, the Boone Electric Cooperative service area, and the Boone County Fire Protection District. Wastewater has been proposed as on-site lagoons. The health department has been made aware of this proposal and has indicated no foreseen issues at this time. Any new development on these property's on-site wastewater treatment systems will require permitting from the Columbia/Boone County Health Department.

The property scored 31 points on the rating system.

Staff recommended **approval** of the plat subject to the following condition that has been satisfied:

1. Access for Lot 6 is subject to the approval of both MODOT and the Director.

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Term. 20 21

In the County Commission of said county, on the 27th day of July 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 attached K-9 Cooperative Training Agreement between Boone County and the following:

- St. Charles City Police Department

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 Cooperative Training Agreement.

Done this 27th day of July 2021.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Ord. 21-093

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

THIS AGREEMENT dated the 27th day of July 2021, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and St. Charles City 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 12th 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

Exhibit 1

Exhibit "A"
INFORMED CONSENT WAIVER AND RELEASE

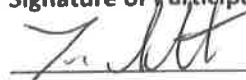
ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Dual Purpose K-9 Training Class [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical 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

 07/05/2021

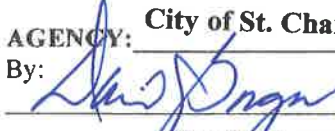
Printed Name of Participant

Trevor Stewart

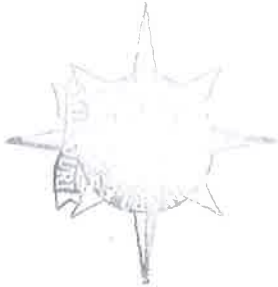
Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).

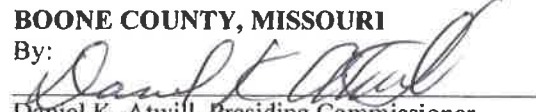
6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only 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 full force 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.

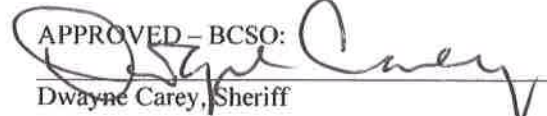
AGENCY: City of St. Charles, Missouri
By: 
Printed Name: Daniel J. Borgmeyer, Mayor
Dated: 6-17-21

Attest: 
City Clerk




BOONE COUNTY, MISSOURI
By: 
Daniel K. Atwill, Presiding Commissioner
Dated: 7.27.21

ATTEST: 
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.
 07/15/2021
Auditor Revenue 2570-3569 Date

304-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 27th day of July 20 21

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

Now on this day, the County Commission of the County of Boone does hereby authorize participation in the Missouri Department of Conservation's County Aid Road Trust (CART) program as contemplated in the attached program mailing packet.

The Presiding Commissioner and Director of Road & Bridge are authorized to execute the documents reasonably necessary to effectuate Boone County's participation in this CART program.

Done this 27th day of July 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Road & Bridge

Gregory P. Edington
Director
Maintenance Operations Division



5551 South Tom Bass Road
Columbia, Missouri 65201-9711
(573) 449-8515 ext. 226
FAX (573) 875-1602
E-MAIL: gedington@boonecountymo.org
<http://www.Showmeboone.com>

July 16, 2021

Annie Kittrell
Missouri Department of Conservation
2901 West Truman Blvd.
Jefferson City Missouri 65109

Dear Ms. Kittrell:

Boone County Road & Bridge in Boone County, MO is requesting to participate in the CART Program for fiscal year 2022.

Please let me know if you have any questions or concerns.

Best Regards,

A handwritten signature in cursive script that reads "Gregory P. Edington".

Greg Edington
Director



MISSOURI DEPARTMENT OF CONSERVATION

Headquarters

2901 West Truman Boulevard, P.O. Box 180, Jefferson City, Missouri 65102-0180
Telephone: 573-751-4115 ▲ www.MissouriConservation.org

SARA PARKER PAULEY, Director

July 15, 2020

Dan Atwill, Presiding Commissioner
Boone County,
5551 S Tom Bass RD
Columbia, MO 65201

Dear Mr. Atwill:

The Missouri Department of Conservation's (MDC) County Aid Road Trust (CART) program is a cost share opportunity to help counties, townships and special road districts with maintenance rock for county-owned, public roadways serving MDC lands or facilities, but is not intended for flood damage repair. The maintenance of public roadways is typically the responsibility of the organization owning the roadway. However, MDC may share maintenance costs if public use of MDC lands or facilities has a significant impact on the condition of the aggregate roadway.

Each enrolled roadway will have only one rock placement in the fiscal year 2021 (FY2021). Fully executed agreements specify a single lump sum reimbursement amount for each roadway enrolled in the CART program. Lump sum reimbursement amounts will be based upon submitted quarry quotes and MDC staff recommendations for approximate spread rates. After an agreement is signed by both parties, partner organizations may request reimbursement for individual roadways as work is completed.

If you wish to participate in the CART program this fiscal year:

- Please mail a fiscal year FY2021 MDC CART participation request letter on your organization's letterhead to Lara Deckard, no later than **January 1, 2021**. (See **sample CART participation request letter**). Please include a copy of your current quarry quote (See **attached sample quarry quote**). You may email your CART participation request letter and quarry quote to CART@mdc.mo.gov or fax them to (573) 522-2324 instead of mailing.
- **Your organization must request participation each fiscal year.**
- **Your organization must receive a fully executed copy of the signed agreement prior to placing rock each fiscal year.**

COMMISSION

DON C. BEDELL
Sikeston

STEVEN D. HARRISON
Rolla

MARK L. McHENRY
Kansas City

WM. L. (BARRY) ORSCHELN
Columbia

- Please identify a single point of contact within your organization for MDC CART agreements. A single point of contact helps us serve you better and facilitates communication and coordination with your organization.

Upon receipt of your organization's request for CART participation, MDC will review and verify if the public use of MDC lands or facilities has a significant impact on the condition of the aggregate roadway and determine if cost sharing is appropriate.

To serve you better, please keep in mind the following important points:

- The MDC CART program runs concurrent with the State of Missouri's fiscal year. The State of Missouri's fiscal year begins July 1 of each calendar year and ends June 30 of the following calendar year. For example, fiscal year 2021 (FY2021) begins July 1, 2020, and ends June 30, 2021.
- MissouriBUYS now serves as the State of Missouri's vendor registration and payment system. Take the steps now to register your organization in MissouriBUYS (www.missouribuys.mo.gov) to avoid delays in receiving payments for CART invoices. Your registration is not complete until a signed W9 is uploaded and your status as a vendor is approved by the Office of Administration.

If you have any questions regarding the above information, please do not hesitate to contact me at 573-522-4115 ext. 3722.

Sincerely,

Annie Kittrell

Annie Kittrell

CART PROGRAM COORDINATOR

Enclosures

- Sample MDC CART participation request letter
- Sample quarry quote

c: Brianna Lennon, Gus Raeker, Fred Craig CE Region

ANYWHERE COUNTY
THOUSAND MILES TOWNSHIP
1245 ANYWHERE LANE
ANYWHERE, MO 11111

July 13, 2020

Annie Kittrell
Missouri Department of Conservation
2901 West Truman Blvd.
Jefferson City, MO 65109

Dear Ms.Kittrell:

The Thousand Miles Township in Anywhere County is requesting to participate in the
CART Program for Fiscal Year 2022.

Please let me know if you have any questions.

Sincerely,

John Doe

John Doe
Trustee

SAMPLE

John Doe, Trustee
Sammie Fish, Board Member

Jane Smith, County Clerk
Bob White, Treasurer

**MISSOURI DEPARTMENT OF CONSERVATION
COUNTY AID ROAD TRUST (CART) PROGRAM**

Sample Quarry Quote

Please ensure each quarry quote submitted clearly identifies the following:

- The name of the quarry providing the quote
- The name of the organization for whom the quarry quote is provided
- The type of rock
- The price of each rock type
- The effective date(s) of the rock prices

Hard Rock Stone Company

4545 Limestone Lane
Bricktown, Missouri 11111

Quote for: Anywhere County, Thousand Miles Township

Effective January 1, 2020

CODE	PRODUCT	RETAIL (Per Ton)	CONTRACTOR (Per Ton)
112CL	1 1/2" Clean Comm	\$10.10	\$8.50
114CL	1 1/4" Surface Clean Comm	\$10.85	\$9.15
T1	TY 1 MO Base 1007	\$8.70	\$8.05
T5	TY 5 MO Base 1007	\$9.95	\$8.00

SAMPLE

**PURCHASE AGREEMENT
FOR
CRUSHED STONE AGGREGATE AND CHIP SEAL PRODUCTS
TERM AND SUPPLY**

THIS AGREEMENT dated the 14th day of January, 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Con-Agg of MO, L.L.C. d/b/a Boone Quarries**, 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 **Crushed Stone Aggregate and Chip Seal Products Term and Supply**, County of Boone Request for Bid #47-21DEC20, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A - Percent Passing Sieve Sizes, and Exhibit B - Current Rock Specifications, as well as the Contractor's bid response dated **December 14, 2020** and executed by **Cathy Tourville** 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, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A, Exhibit B, Current Rock Specification, and the Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.

2. Contract Duration - The contract period shall be **Date of Commission Order through December 31, 2021**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year** periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis 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/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Crushed Stone Aggregate**. All products under this contract shall be in conformity with the bid specifications and contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver FOB Plant or Destination at the County's discretion as soon as practicable after orders are received to the designated location in conformity with the contract documents for the specific items bid and awarded to Contractor. Any items not conforming to bid specifications may be rejected by County, whether at the time of delivery or at any time prior to use and returned to Contractor at Contractor's expense.

5. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department and 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 monthly statements within thirty days after receipt; 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.

**CON-AGG of MO, L.L.C.
dba BOONE QUARRIES**

BOONE COUNTY, MISSOURI

DocuSigned by:

 By _____
B69F3CA220B24EB
 Title sales manager

By: Boone County Commission
 DocuSigned by:


34C9A15E054F0
 Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

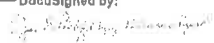

7071DEAF8D7400
 County Counselor

DocuSigned by:


D307E212BF349C
 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 the contract do not create a measurable county obligation at this time.)

DocuSigned by:  _____ <small>F4775BB184244D...</small>	1/8/2021	2040-26200/26201 – Term & Supply
Signature	Date	Appropriation Account

BOONE QUARRIES Information

Contact: CATHY TOURVILLE
Address: 2604 N STADIUM BLVD
COLUMBIA, MO 65202
Phone: (573) 447-0100
Email: cathy.tourville@conagg-mo.com

By submitting your response, you certify that you are authorized to represent and bind your company.

CATHY TOURVILLE

Signature

Submitted at 12/14/2020 2:11:32 PM

cathy.tourville@conagg-mo.com

Email

Requested Attachments

Proof of Insurance	PROOF OF INSURANCE.pdf
Debarment Certification	DEBARMENT CERT.pdf
Work Authorization	WORK AUTHORIZATION.pdf
Certificate of Individual Bidder	CERT OF INDIV BIDDER - NOT APPLICABLE TO US.pdf
Individual Bidder Affidavit	AFFIDAVIT - INDIV BIDDER - NOT APPLICABLE TO US.pdf
Delivery Pricing	DELIVERY PRICING.pdf

Bid Attributes

1	Primary Contact Please provide the name of the person/persons who are to be the primary contact for the County <input type="text" value="GREG ALDERSON"/>
2	Contact Phone <input type="text" value="(573) 356-0076"/>
3	Contact Email <input type="text" value="greg.alderson@conagg-mo.com"/>
4	Terms Acceptance Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts <input type="text" value="Accepted"/>
5	Contract Period Any Term and Supply Contract resulting from this Bid will have an initial term from January 1, 2021 through December 31, 2021 and may be renewed by the County for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term. <input type="text" value="Acknowledged"/>

6	Holidays List the holidays observed by your company. <input style="width: 80%; border: none; border-bottom: 1px solid black;" type="text" value="Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas & New Years"/>
7	Location of Vendor Plant(s) <input style="width: 90%; border: none; border-bottom: 1px solid black;" type="text" value="2510 N Stadium, Columbia, MO - 3101 Creasy Springs Rd., Columbia, MO - 5701 State Rd J, Fulton, MO. - 1801 West Williams Rd., Sturgeon, MO"/>
8	Will you honor these prices for any new or aquired plant opened during the contract term? <input style="width: 100px; border: none; border-bottom: 1px solid black;" type="text" value="No"/>
9	Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested? <input style="width: 100px; border: none; border-bottom: 1px solid black;" type="text" value="No"/>
10	Cooperative Clause Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? <i>A negative response to this question will not affect evaluation of your bid.</i> <input style="width: 100px; border: none; border-bottom: 1px solid black;" type="text" value="No"/>

Bid Lines

1	Package Header		
	Base Bid Pricing - Quantities for each item in the specifications are approximate quantities for overall County use based on historical data. Quantities purchased from the Contractor will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from the Contractor.		
	Quantity: <u> 1 </u>	Total:	\$944,912.00
	Item Notes: Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plant.		
	*See Attachment A for % Passing Sieve Sizes		
	Package Items		
	1.1 RSB (Roll Stone Base)		
	Quantity: <u> 3700 </u> UOM: <u> Tons </u>	Unit Price: <input style="width: 80px; border: none; border-bottom: 1px solid black;" type="text" value="\$8.15"/>	Total: <input style="width: 100px; border: none; border-bottom: 1px solid black;" type="text" value="\$30,155.00"/>
	1.2 SR1 (1" Minus Crushed Stone)		
	Quantity: <u> 21800 </u> UOM: <u> Tons </u>	Unit Price: <input style="width: 80px; border: none; border-bottom: 1px solid black;" type="text" value="\$8.60"/>	Total: <input style="width: 100px; border: none; border-bottom: 1px solid black;" type="text" value="\$187,480.00"/>
	1.3 SR1.5 (1 1/2" Minus Crushed Stone)		
	Quantity: <u> 19000 </u> UOM: <u> Tons </u>	Unit Price: <input style="width: 80px; border: none; border-bottom: 1px solid black;" type="text" value="\$8.60"/>	Total: <input style="width: 100px; border: none; border-bottom: 1px solid black;" type="text" value="\$163,400.00"/>
	1.4 SR2.5 (2 1/2" Minus Crushed Stone)		
	Quantity: <u> 300 </u> UOM: <u> Tons </u>	Unit Price: <input style="width: 80px; border: none; border-bottom: 1px solid black;" type="text" value="\$8.60"/>	Total: <input style="width: 100px; border: none; border-bottom: 1px solid black;" type="text" value="\$2,580.00"/>
	1.5 CR1 (1" Clean Crushed Stone)		
	Quantity: <u> 36600 </u> UOM: <u> Tons </u>	Unit Price: <input style="width: 80px; border: none; border-bottom: 1px solid black;" type="text" value="\$11.47"/>	Total: <input style="width: 100px; border: none; border-bottom: 1px solid black;" type="text" value="\$419,802.00"/>

1.6 CR2 (2" Clean Crushed Stone)

Quantity: 100 UOM: Tons Unit Price: Total:

1.7 CR3 (3" Clean Crushed Stone)

Quantity: 100 UOM: Tons Unit Price: Total:

1.8 MS (Manufactured Stone Sand)

Quantity: 100 UOM: Tons Unit Price: Total:

Supplier Notes:

1.9 QR (Quarry Run)

Quantity: 500 UOM: Tons Unit Price: Total:

1.10 GQR (Graded Quarry Run)

Quantity: 100 UOM: Tons Unit Price: Total:

1.11 GQR 6x9 (Graded Quarry Run)

Quantity: 200 UOM: Tons Unit Price: Total:

1.12 GQR 6x12 (Graded Quarry Run)

Quantity: 1200 UOM: Tons Unit Price: Total:

1.13 WR (Waste Rock)

Quantity: 100 UOM: Tons Unit Price: Total:

1.14 GRB (Gravel Road Base Type 5)

Quantity: 500 UOM: Tons Unit Price: Total:

1.15 Pugged Rock

Quantity: 1000 UOM: Tons Unit Price: Total:

1.16 S1.25 T1

Quantity: 6000 UOM: Tons Unit Price: Total:

Supplier Notes:

1.17 S1.25 T2

Quantity: 4400 UOM: Tons Unit Price: Total:

Supplier Notes:

1.18 C1.25

Quantity: 2000 UOM: Tons Unit Price: Total:

2 Package Header

Chip Seal Pricing

Quantity: 1 Total:

Package Items

2.1 SC .625 (5/8" seal coat chips)

Quantity: 3000 UOM: Tons Price: Total:

2.2 C .375 (3/8" Osage River crushed rock)

Quantity: 3000 UOM: Tons Price: Total:

2.3 C .5 (1/2" Osage River crushed rock)

Quantity: 3000 UOM: Tons Price: Total:

3 Package Header

Renewals-

The unit prices identified on the Response Form shall remain fixed for the identified original contract period.

If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.

Item Notes: If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.

Package Items

3.1 Maximum percent increase (1st renewal term)

Total:

3.2 Maximum percent increase (2nd renewal term)

Total:

Response Total: \$1,069,922.00

Delivery Pricing Crushed Stone Aggregate (Not Chip Seal)

Price per ton delivered FOB Destination. Pricing schedules will be based on average retail prices (\$/Gallon) within Boone County for diesel and the schedule used will vary from week to week. The average price will be compiled and provided to the County by the Oil Pricing Information Services (OPIS). The average price received each Friday from OPIS will be used to determine the pricing schedule to be used the following week. Each vendor will be provided by the County the average price and the sampling spreadsheet used to develop the average.

4.10.	Schedule	A	B	C	D	E	F	G	H	I
	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
4.10.1.	0 - <5	2.95	2.95	2.95	2.95	2.95	2.95	3.05	3.15	3.30
4.10.2.	5 - <10	3.70	3.70	3.70	3.70	3.70	3.70	3.75	3.90	4.10
4.10.3.	10 - <15	4.25	4.25	4.25	4.25	4.25	4.25	4.45	4.60	4.70
4.10.4.	15 - <20	5.15	5.15	5.15	5.15	5.15	5.15	5.30	5.45	5.60
4.10.5.	20 - <25	5.95	5.95	5.95	5.95	5.95	5.95	6.05	6.20	6.30
4.10.6.	25 - <30	6.45	6.45	6.45	6.45	6.45	6.45	6.60	6.70	6.85
4.10.7.	30 - <35	7.15	7.15	7.15	7.15	7.15	7.15	7.25	7.40	7.50
4.10.8.	35 - <40	8.10	8.10	8.10	8.10	8.10	8.10	8.10	8.20	8.35

305 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

27th

day of

July

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 Budget Amendment for the CAD to CAD Data Exchange / MO 911 Service Board Grant.

The terms of the agreement are stipulated in the attached Agreements. It is further ordered that the Presiding Commissioner is authorized to sign said Agreements.

Done this 27th day of July 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

ACCEPTANCE OF TERMS AND CONDITIONS.

This Agreement is to be signed by an authorized signatory of each 911 Services Authority and Applicant on the Application certifying that each agrees to comply with all the terms and conditions of the award and Agreement specified above.

The above terms and conditions of the grant are hereby accepted and agreed to as of the date specified.

Board Contact: Brian Maydwell, Executive Director

Signature:

Date:

Primary Contact

Boone: Chad Martin, Director, Boone County Joint Communications

Signature: *[Handwritten Signature]*

Date: 3/5/2021

Applicant Boone: Dan Atwill, Presiding Commissioner, Boone County

Signature: *[Handwritten Signature]*

Date: 3-16-2021

APPROVED AS
TO LEGAL FORM
[Signature]
DATE: 3/5/21

Please return one electronic signed copy of this Agreement and the attached resolution addressed to:

Missouri 911 Service Board
Admin@missouri911.org

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.

[Signature] *[Date]*
Auditor Date
No encumbrance Required

RESOLUTION FOR GOVERNING BODY FOR APPROVAL OF PROJECT AGREEMENT WITH MISSOURI 911 SERVICE BOARD

A RESOLUTION OF THE BOONE COUNTY COMMISSION OF BOONE COUNTY MISSOURI, TO APPROVE THE MISSOURI 911 SERVICE BOARD'S PROPOSED PROJECT AGREEMENT WITH BOONE COUNTY.

WHEREAS, § 650.330, RSMo Supp. 2019, requires the Missouri 911 Service Board to administer and authorize grants and loans from the Missouri 911 Service Trust Fund under § 650.335, RSMo Supp. 2018 to provide funding for 911 communications service projects of certain counties and cities;


WHEREAS, the Missouri 911 Service Board has established a 911 Financial Assistance Program and set an application window of November 23, 2020 -- January 15, 2021 during which eligible counties and cities could submit applications prepared by their 911 services authorities to request grants and/or loans to finance costs incurred by them and their 911 services authorities for 911 communications service projects;

WHEREAS, on January 12, 2021, by signature the County Commission of Boone County Missouri approved Boone County Joint Communications' submission of an application to the Missouri 911 Service Board and entering into a project agreement with the Missouri 911 Service Board if the application was approved;

WHEREAS, Boone County Joint Communications timely submitted an application to the Missouri 911 Service Board; and

WHEREAS, on February 24, 2021 the Missouri 911 Service Board approved the 911 communications project described in the application and has offered \$78,870.00 in funding, of which \$26,590.00 will be dedicated to the County of Boone the in the form of a grant conditioned on the County Commission of Boone County Missouri approving the project agreement attached hereto as Exhibit 1.


NOW, THEREFORE, BE IT RESOLVED by the County Commission of Boone County Missouri, hereby approves the attached project agreement.



SIGNATURE [INSERT TITLE OF OFFICIAL]*
DANIEL K. ATWILL, PRESIDING COMMISSIONER

3.16.2021
DATE

*NOTE: Add additional signature lines, if needed.



ATTESTED BY BRIANNA L. LENNON, COUNTY CLERK

3.16.2021
DATE

(AFFIX SEAL HERE)

Board may conduct such audits as it deems appropriate. In the case of an audit, the primary contact for this project, with the assistance and cooperation of the 911 Services Authorities and the Applicants, will be expected to provide all necessary assistance in connection with such audit. Records must be kept for at least three (3) years after completion of the project.

15. Acknowledgement and Publicity

The Board may periodically issue a general press release(s) announcing awards. Any press release or publication produced by the primary contact for this project, 911 Services Authorities or Applicants that refers to activities, results, research, publications or other work product funded by or associated with this award should include an acknowledgment of the Missouri 911 Service Trust Fund that reads: *Supported by a funding award from the Missouri 911 Service Board.*

16. Award Changes/Termination

The Board may reduce, suspend or terminate all or any portion of the award at any time if, in the Board's sole judgment, any one or more of the 911 Services Authorities or Applicants become unable to carry out the purposes of the award, any one or more of the 911 Services Authorities or Applicants cease to be an appropriate means of accomplishing the purposes of the award, any one or more of the 911 Services Authorities or Applicants fails to comply with any of the conditions of the award or of this Agreement or applicable laws, there is a lack of funding for any reason, the Board discovers a misrepresentation in the Application, conduct occurs that is deemed inappropriate by the Board, such action is necessary to comply with applicable laws and regulations, or as a result of acts of God, pandemics, and other exigent or unexpected reasons. Upon receipt of notice of termination, all 911 Services Authorities or Applicants that received funding shall, with five business days, return all unexpended award funds to the Board, together with the reports detailing the use of any expended funds. If it becomes necessary for the Board to take any legal action to collect any award funds or interest required to be paid on such funds, the 911 Services Authorities or Applicants agree to pay the Board's reasonable attorneys' fees and all costs of collection with interest at the rate of 9% per annum.

17. Relationship of the Parties

It is expressly understood that the Board has no obligation to provide other or additional support for this or any other project or purposes. The Board does not exercise control of the 911 Services Authorities or Applicants; the 911 Services Authorities and Applicants are separate and independent entities from the Board. Operational implementation of the award is the sole responsibility of the 911 Services Authorities and the Applicants.

18. Miscellaneous

The 911 Service Authorities' and Applicants' rights and obligations under this Agreement are specific to the each of them and they may not assign their rights or obligations hereunder to any person or entity. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri. Venue for any disputes arising hereunder shall be in the courts located in Cole County, Missouri.

Except as otherwise provided by law, Applicants and 911 Service Authorities shall indemnify and hold harmless the Board, its members, director, employees, agents, and contractors, from liability of any nature or kind, including costs and expenses, arising from or out of acts, omissions, errors, negligence, or fraud of the Applicants, 911 Service Authorities or their employees, agents, and contractors, or for or on account of any copyright infringement arising out of any article or materials produced by the Applicants and 911 Service Authorities.

10. Anti-Discrimination Policy

The Board does not discriminate on the basis of age, race, color, sex, gender identity, religion, national origin, disability, veteran status, sexual orientation, or any other consideration made unlawful by applicable law. All parties to this Agreement are expected to have similar policies in its employment practices and provision of services. All parties to this Agreement must comply with local, state and federal regulations related to non-discrimination, wage and hour laws, workplace safety, licensure, protection of confidential health care information and all other applicable laws and regulations.

11. Duty to Notify Board of Organizational Changes

All parties to the Agreement shall notify the Board, in writing by sending an email to admin@missouri911.org, within five business days of any significant changes in their structure, financial circumstances, or leadership, including their executive staff or key staff responsible for achieving the purpose of the project.

12. Reporting

The primary contact for this project shall be responsible for timely submitting all required reports. All reports are required to be submitted electronically to admin@missouri911.org or as otherwise directed by the Board or its designee. The Board may require additional reports as it deems appropriate and will notify the Designated Lead 911 Services Authority of the contents and deadline for any such additional reports.

13. Monitoring/Site Visits

The Board or its designee reserves the right to monitor and conduct a review of the project progress under this Agreement, which may include site visits, records and materials reviews, and discussions of programs and finances with the primary contact for his project, the 911 Services Authorities', and Applicants' employees and officers.

14. Financial Records/Audits

The primary contact for this project with the assistance and cooperation of the 911 Services Authorities and the Applicants, is expected to maintain complete books and records of revenues and expenditures for the project, which should be made available for inspection at reasonable times as requested by the Board. Although the award funds need not be physically segregated, such funds should be shown separately on the books for ease of reference and verification. The

The award must be used to implement the approved project budget. Equipment purchased with the award will be property of the purchasing 911 Service Authorities/Applicant (regardless of whether the Board pays the vendor directly) so long as it is not diverted from the project. If, during the term of the project or loan, whichever is longer, the equipment is used for a purpose other than the project or the purchasing 911 Service Authorities/Applicants cease to exist or operate, then the equipment will revert to the Board for redistribution to another 911 Service Authority/Applicant or for sale with the proceeds being deposited in the Missouri 911 Service Trust Fund.

Equipment purchased with award funds may not be pledged until the project is completed and, if applicable, the loan is fully repaid. The Board, at its sole discretion, may subject the equipment to a security interest under the Uniform Commercial Code ("UCC") and file a UCC financing statement to perfect the Board's security interest. The Board may also, at its sole discretion, require equipment purchase payments to be made directly from the Board to the vendor, in whole or in part. The Applicants and 911 Service Authorities appoint the Board as its agent and attorney-in-fact for purposes of executing and filing UCC financing statements and continuation statements.

7. Disallowed Uses of Awards

Awards may not be used for purposes other than those specified in this Agreement, which are limited to purposes authorized by §§ 650.330(16) and 650.335, RSMo. If the Board determines that awards have been expended for any disallowed use, the Board will take appropriate actions to obtain the return of the full amount of the award and other available remedies.

8. Extensions of Time

Projects shall be completed by the projection completion deadline in this Agreement unless the deadline is timely extended by the Board or its designee under 11 CSR 90-2.040(4). The primary contact for the project and this agreement this Agreement may seek an extension of the project completion deadline by submitting a written request to admin@missouri911.org or by certified or registered mail addressed to "Missouri 911 Service Board" at P.O. Box 2126, Jefferson City, MO 65102 at least 45 calendar days before the expiration of the current project completion deadline. The request shall contain a detailed explanation of the circumstances warranting the requested extension. Requests for extensions that exceed six months will not be considered.

Timely submitted first requests for extension will be granted when the request demonstrates an inability to meet the project completion deadline despite a good faith effort to do so. Second and subsequent requests for extension will be viewed unfavorably and will only be granted when it is determined that substantial justification or extreme circumstances exist. The Board or its designee will notify the Designated Lead 911 Service Authority in writing of its decision. If the request is denied, the notification will advise of the protest procedure in 1 CSR 90-1.040(9).

9. Indemnification and Hold Harmless

2. Award Disbursement

The Board will not disburse any portion of the award until it has received a fully executed copy of this Agreement and a copy of a written certification of the governing body of each Applicant approving of this Agreement.

The Board, subject to its authority to modify or terminate all or a portion of the award, shall make all distributions of the award in accordance with the "Award Disbursement Schedule" in this Agreement. The Board may make distributions contingent on the timely filing of all interim reports listed under the "Report Schedule" and its approval of those reports. The Board may elect to pay certain vendors directly and to make a corresponding reduction to scheduled distributions.

3. Applicant Authorization

Applicants that are not 911 Services Authorities authorize the Board to transmit directly to their 911 Services Authorities any portion of the Board's award that is for project costs to be incurred by their 911 Services Authorities.

4. Loan Repayment (For projects involving loans):

All Applicants receiving all or a portion of an award from the Board agree to repay such funds, with the interest and according to the schedule specified herein, and to annually budget an amount sufficient to make all required payments. All 911 Service Authorities receiving all or a portion of an award from the Board, on behalf of their Applicants, agree to repay such funds, with the interest and according to the schedule specified herein, and to annually budget an amount sufficient to make all required payments.

5. Material Project Changes

No material project changes may be made without the prior, written approval of the Board or the Project Contact (or contact's successor). The primary contact for this Agreement may request approval of a material change to the project by submitting a written request by email (preferred) to admin@missouri911.org or by certified or registered mail addressed to "Missouri 911 Service Board" at P.O. Box 2126, Jefferson City, MO 65102. The request shall contain the Project Title, Number, and a detailed explanation of the circumstances warranting the change and any supporting documentation. The Board or its designee, in its sole discretion, will determine whether to approve or disapprove the request and will notify the Designated Lead 911 Service Authority in writing of its decision. If the request is denied, the notification will advise of the protest procedure in 1 CSR 90-1.040(9).

A "material change" is defined as a change/change order or series of changes/change orders which, alone or in combination, if approved and implemented, will result in a material alteration of the nature or scope of the project, will result in the project being unable to be completed by the project deadline, or will increase, decrease, or reallocate the funds approved in the total project budget by 5% or more.

6. Expenditure of Awards

(If applicable)

Interest Rate (Loans only): N/A

Repayment Period (Loans only): N/A

Repayment Schedule (Loans only): N/A

Scope of Work and Budget: The scope of work and budget are set forth in the Application, which is attached as Exhibit 1 and is fully incorporated by reference into this Agreement.

Project Completion Deadline: March 22, 2022

Report Schedule: Reports are required to be submitted by the project primary contact via email to admin@missouri911.org based on the below schedule until project completion.

1st Report due: April 22, 2021
2nd Report due: August 22, 2021
3rd Report due: December 22, 2021
4th Report due: March 22, 2022 or upon project completion

Report Contents: Reports must include the following information. A template can be found on the Board's website at www.missouri911.org/grants-and-funding-opportunities.

- Project Name & Number (Found on Page 1 of this Agreement)
- List of expenditures with accompanying reports, invoices and purchase agreements attached
- Brief update on project status (one paragraph minimum)
- If applicable, any notable changes to your project from what was approved by the Missouri 911 Service Board in your original grant application.

PROJECT AGREEMENT CONDITIONS

1. Project Agreement Execution

This Agreement must be fully executed and returned to the Board within 30 days of award notification along with a copy of a written certification of approval of the Agreement from the governing body of each applicant. If the fully executed Agreement and all necessary written certifications are not received within this time frame, the Board may, at its discretion, wholly or partially rescind the award.

Primary Contact

(Cole): Chad Stieferman, Support Services Lieutenant, Jefferson City PD
Telephone: 573-634-6363
Email: CStieferman@jeffcitymo.org

Applicant

(Boone): Dan Atwill, Presiding Commissioner, Boone County
Telephone: (573) 886-4305
Email: datwill@boonecountymo.org

Applicant

(Cole): Sam Bushman, Presiding Commissioner, Cole County
Telephone: 573-634-9113
Email: sbushman@colecouny.org

Award Type(s) and Amount(s): \$ 78,870.00 Grant
\$26,590.00 (Boone), \$52,280.00 (Cole)

Deposit Information:

Funds from the Missouri 911 Trust Fund will be transferred to the lead county or elected Emergency Services board via ACH transfer. The current contact for Boone County ACH transfers is Brianna Lennon, County Clerk (Blennon@boonecountymo.org). The current contact for Cole County ACH transfers is Eric Peters County Treasurer (Epeters@colecouny.org). The primary contacts for this project will also be notified once transfers have been initiated.

Award Disbursement Schedule:

As of the date of this Agreement, the Board intends to disburse the award amount as follows:

March 22, 2021:
\$63,096.00 (80% of total funds)
\$21,272.00 (Boone)
\$41,824.00 (Cole)

June 29, 2021: \$15,774.00 (20% of total funds, unless otherwise agreed upon)
\$5,318.00 (Boone)
\$10,456.00 (Cole)

Match Amount(s) and Match Source: N/A

CHIEF JAMES PERSON
Chair

BRIAN MAYDWELL
Executive Director



Mailing Address: P.O. Box 2126
Jefferson City, MO 65102
Telephone: 573-200-6018

PROJECT AGREEMENT

All financial assistance from the Missouri 911 Service Board (the "Board") is to be used solely for the purposes described below and is subject to the acceptance of the conditions specified below by all Applicants and 911 Services Authorities (as defined in Emergency Rule 11 CSR 90-2.010 (1)(A) identified in the project application ("Application") submitted to the Board. This Project Agreement ("Agreement") will be effective when the Board receives a fully executed copy and a copy of the written certification of the governing body each Applicant approving the Agreement. The Agreement designates a Designated Lead 911 Services Authority (which could be one and the same as the Applicant) with primary responsibility for compliance with the Agreement. All Applicants and 911 Services Authorities on the Application also are responsible for compliance with the Agreement.

Project Name and Number: Boone_Cole County, #1

Project Service Area: Boone County, Jefferson City-Cole County

Award Priority Areas Addressed by the Project

- Consolidate two or more PSAPs
- Consolidate 911 services within or across defined regions
- Include purchasing 911 communications equipment, that are currently non-existent (versus replacement of existing 911 communications equipment)

Purposes in § 650.330.1(16), RSMo to be Accomplished by the Project (check all that apply):

- Improve Existing 911 Systems
- Promotion of consolidation of PSAPs

Board Contact: Brian Maydwell, Executive Director
Telephone: 573-489-1088 (cell)
Email: brian.maydwell@missouri911.org

Primary Contact (Boone): Chad Martin, Director, Boone County Joint Communications
Telephone: (573) 554-1001
Email: cmartin@boonecountymo.org

183-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

March Session of the January Adjourned

Term. 20 21

In the County Commission of said county, on the 16th day of March 20 21


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

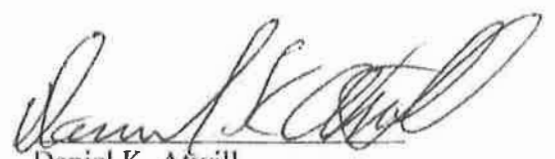

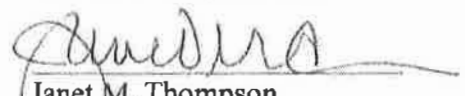
Now on this day the County Commission of the County of Boone does hereby approve the Missouri 911 Service Board Grant Acceptance Agreement.

The terms of the agreement are stipulated in the attached Agreements. It is further ordered that the Presiding Commissioner is authorized to sign said Agreements.

Done this 16th day of March 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

Fund Statement - 911 Prepaid Wireless Fee Fund 271 (Nonmajor)

	2019 Actual	2020 Budget	2020 Estimated	2021 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	26,590
Charges for Services	32,867	-	60,000	60,000
Fines and Forfeitures	-	-	-	-
Interest	65	-	561	-
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	32,932	-	60,561	86,590
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
Total Other Financing Sources	-	-	-	-
Fund Balance Used for Operations	-	-	-	-
TOTAL FINANCIAL SOURCES	\$ 32,932	-	60,561	86,590
FINANCIAL USES:				
Expenditures				
Personal Services	\$ -	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	-	-	-	26,590
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	60,000
Fixed Asset Additions	-	-	-	-
Total Expenditures	-	-	-	86,590
Other Financing Uses				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	-	-	-	-
TOTAL FINANCIAL USES	\$ -	-	-	86,590
FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ -	32,932	32,932	93,493
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	32,932	-	60,561	-
FUND BALANCE (GAAP), end of year	32,932	32,932	93,493	93,493
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	-	-	-	-
NET FUND BALANCE, end of year	\$ 32,932	32,932	93,493	93,493

306-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 27th day of July 20 21

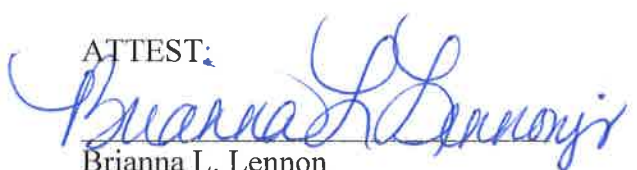
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Sole Source Contract 129-123116SS - Computer Aided Dispatch System which was approved by Commission for award to SunGard Public Sector LLC on March 24, 2016, Commission Order 148-2016.

This Amendment assigns the contract to CentralSquare Technologies, LLC (CentralSquare) and it adds the Tellus Unify product.

\$26,590 is budgeted for this purchase.

Done this 27th day of July 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

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: January 10, 2020
RE: Amendment #3: 129-123116SS - Computer Aided Dispatch System

Sole Source contract *129-123116SS - Computer Aided Dispatch System* was approved by commission for award to SunGard Public Sector LLC on March 24, 2016, commission order 148-2016. Then in 2020, Boone County Joint Communications (BCJC) purchased a CAD2CAD software interface for the OneSolution product from CentralSquare Technologies, formerly known as SunGard Public Sector.

This amendment assigns the contract to CentralSquare Technologies, LLC (CentralSquare) and it adds the Tellus Unify product. The CAD2CAD software interface is no longer being updated by CentralSquare so Joint Communications is moving to a different option owned and offered by CentralSquare. The new product is Tellus Unify and will meet the needs of the original project.

The Tellus interface is a more robust interface and will be used between BCJC and Jefferson City Police Department to share CAD information. The total cost of the Tellus product for BCJC is \$35,970. CentralSquare is refunding the \$9,300 we have paid so far for the current interface and will apply it to the purchase of Tellus. The remaining \$26,590 will be paid for with funds from the Missouri 911 Service Board Winter Grant that BCJC was awarded in early March. In March, 80% of the funds (\$21,272) was deposited into 271 "911 Prepaid Wireless Fee Fund" 2710-3451. On June 29th, the remaining 20% (\$5,318) was distributed to the County from the MO 911 Board.

\$26,590 is budgeted for this purchase.

cc: Aron Gish, Beth Boos / IT
Contract File

7/29/2021

Effective Date/Commission Signature: _____

306-2021

Commission Order: _____

**CONTRACT AMENDMENT #3
AGREEMENT FOR SOFTWARE LICENSE AND SERVICES**

The Agreement **129-123116SS** awarded March 24, 2016 made by and between Boone County, Missouri and **Sungard Public Sector LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Contract 129-123116SS is hereby assigned to CentralSquare Technologies, LLC (FEIN 83-1102137) from Ramundsen Superior Holding, LLC, d/b/a Superior, LLC (FEIN 38-4022842) per the attached Agreement and Consent to Assignment of Contract document.
2. Replace the interface product purchased from Q-0024501 with the Tellus Unify product detailed in the attached Software Subscription and Services Agreement for the period from amendment effective date through March 31, 2022.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

CentralSquare Technologies, LLC

Boone County, Missouri

By: Boone County Commission

By: DocuSigned by:
Dan Maier
0D15932284A74C2
Signature

DocuSigned by:
Daniel K. Atwill
BA4B934CED6E4EB...
Daniel K. Atwill, Presiding Commissioner

By: CRO
Printed Name/ Title

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
CJ Dykhous
7D71DEAE89D74DD...
CJ Dykhous, County Counselor

DocuSigned by:
Brianna L Lennon
D287E2428FB948C...
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: <i>June E Pitakford by JF</i> 8C24BD84EE7A483	7/14/2021	2710-70100 / \$26,590
Signature	Date	Appropriation Account

**AGREEMENT AND CONSENT
TO ASSIGNMENT OF CONTRACT
129-123116SS - COMPUTER AIDED DISPATCH SYSTEM**

RAMUNDSEN SUPERIO HOLDING, LLC
D/B/A SUPERION, LLC
1000 BUSINESS CENTER DRIVE
LAKE MARY, FL 32746
FEIN#: 38-4022842

CENTRALSQUARE TECHNOLOGIES, LLC
1000 BUSINESS CENTER DRIVE
LAKE MARY, FL 32746
FEIN #: 83-1102137

(Assignor)

(Assignee)

RE: Contract: 129-123116SS - Computer Aided Dispatch System

The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.

The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

IN WITNESS THEREOF, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

RAMUNDSEN SUPERIOR HOLDING, LLC
D/B/A SUPERION, LLC

CENTRALSQUARE TECHNOLOGIES, LLC

By: Sean Jordan
Printed Name: Sean Jordan
Title: Asst. General Counsel & Asst. Corporate Secretary
Date: 7/9/2021

DocuSigned by:
Sean Jordan
By: Sean Jordan
Printed Name: Sean Jordan
Title: Asst. General Counsel & Asst. Corporate Secretary
Date: 7/9/2021