

228-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

May Session of the April Adjourned

Term. 20

In the County Commission of said county, on the 18th day of May 20 23

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 Basic Training Cooperative Agreement between Boone County and Callaway County.

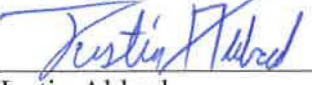
The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign said agreement.


Done this 18th day of May 2023.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

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

THIS AGREEMENT dated the 18<sup>th</sup> day of May, 2023, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Callaway County Sheriff's Office (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 Four Thousand Dollars (\$4,000.00) for the training contemplated herein, calculated at a rate of \$100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$2,000.00, upon execution of this contract and the remaining one-half, or \$2,000.00, after twenty (20) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 30th day of May, 2023, 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 \$100.00 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: CLATSOP CO Sheriff

By: 

Printed Name: CLATSOP CO Sheriff

Dated: 05/01/2023

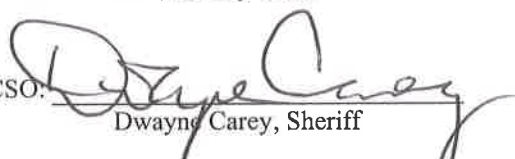
ATTEST: 

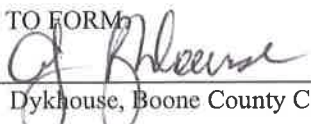
BOONE COUNTY, MISSOURI

By:   
Kip Kendrick, Presiding Commissioner

Dated: 5.18.2023

ATTEST:   
Brianna L. Lennon, County Clerk

APPROVED - BCSO:   
Dwayne Carey, Sheriff

APPROVED AS TO FORM:   
Dykhouse, Boone County Counselor

ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES:

  
County Auditor

229-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 2023

In the County Commission of said county, on the 18th day of May 20 23

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 Basic Training Cooperative Agreement between Boone County and Callaway County.

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

Done this 18th day of May 2023.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

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

THIS AGREEMENT dated the 18<sup>th</sup> day of May, 2023, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Callaway County Sheriff's Office (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 Four Thousand Dollars (\$4,000.00) for the training contemplated herein, calculated at a rate of \$100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$2,000.00, upon execution of this contract and the remaining one-half, or \$2,000.00, after twenty (20) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 9th day of October, 2023, 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 \$100.00 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.
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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: Crawford Co Sheriff

By: 

Printed Name: Clay Grison

Dated: 05/18/2023

ATTEST: 


BOONE COUNTY, MISSOURI

By:   
Kip Kendrick, Presiding Commissioner

Dated: 5.18.2023

ATTEST:   
Brianna L. Lennon, County Clerk

APPROVED - BCSO   
Dwayne Carey, Sheriff

APPROVED AS TO FORM:   
Dykhouse, Boone County Counselor

ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES:

  
County Auditor

230-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

May Session of the April Adjourned

Term. 2023

In the County Commission of said county, on the 18th day of May 20 23

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 Basic Training Cooperative Agreement between Boone County and Linn County.

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

Done this 18th day of May 2023.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

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

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**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

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4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Four Thousand Dollars (\$4,000.00) for the training contemplated herein, calculated at a rate of \$100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$2,000.00, upon execution of this contract and the remaining one-half, or \$2,000.00, after twenty (20) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 30th day of May, 2023, 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 \$100.00 per session (with each session being approximately one, 8-hour day).

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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: Linn Co. Sheriff's Office

By: Jeff Henke

Printed Name: Jeff Henke

Dated: 4-18-23

ATTEST: \_\_\_\_\_

David Long  
Presiding Com

- BOONE COUNTY, MISSOURI

By: Kip Kendrick

Kip Kendrick, Presiding Commissioner

Dated: 5.18.2023

ATTEST: Brianna L. Lennon  
Brianna L. Lennon, County Clerk

APPROVED - BCSO: Dwayne Carey  
Dwayne Carey, Sheriff

APPROVED AS TO FORM: Dykhouse  
Dykhouse, Boone County Counselor

ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES:

Kyle Riemann  
County Auditor

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**

Jeff Henke 4-18-23

**Printed Name of Participant**

Jeff Henke

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the 18th day of May 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with SUMNERONE, INC. for A Kyocera TASKalfa 4004i copier for \$5,594.55 for the Juvenile Justice Center.

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

Done this 18th day of May 2023.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# 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

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** May 9, 2023  
**RE:** Cooperative Contract Award: C000632 (State of MO cooperative contract CT202797053, based on NASPO contract 140599) – Copier for the Juvenile Justice Center with SUMNERONE, INC.

The Boone County Juvenile Justice Center requests permission to utilize the State of Missouri cooperative contract CT202797053 (based on NASPO contract 140599) to purchase a Kyocera TASKalfa 4004i copier with maintenance from SUMNERONE, INC. The county contract number is C000632.

The cost of copier is \$5,594.33 and will be paid from department 1242 – GF Juvenile Detention, account 92000 – Replacement Office Equipment (\$7,000 budgeted). The cost of maintenance is \$0.0068 per black and white impression.

Purchasing is seeking permission to dispose of their existing copier by trade for a \$0.00 value.

Kyocera TASKalfa-4500i copier, serial # NLS3200534, Asset tag 18431

SUMNERONE, INC. will haul off and recycle the surplus copier at the time they install the new copier. The hard drive will be removed and left with our Information Technology department.

cc: Contract File  
Cathy Thompson, JJC

05/04/23

RQST  
DATE

## PURCHASE REQUISITION BOONE COUNTY, MISSOURI

5960  
VNDR #

SumnerOne (Image Technologies)  
VENDOR\*NAME

CT202797053  
BID #

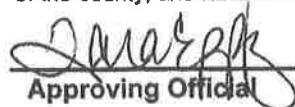
Ship to Dept #:

Bill to Dept #:

Dept	Account	Item Description	Qty	Unit Price	Amount
1242	02300	Copier: Kyocera TASKalfa 4004i	1	\$5,584.33	\$5,584.33
	92000				\$0.00
					\$0.00
		See contract for details			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

GRAND TOTAL: 5,584.33

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

  
Approving Official



  
Prepared By

\_\_\_\_\_  
Auditor Approval

**PURCHASE AGREEMENT FOR  
PHOTOCOPIER  
FOR JUVENILE JUSTICE CENTER**

**THIS AGREEMENT, C000632**, dated the 18th day of May 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **SUMNERONE, INC., d/b/a Image Technologies** 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 a Term and Supply contract for a **Photocopier** in compliance with the State of Missouri Contract **CT202797053** (based on NASPO contract **140599**), SUMNERONE'S quote dated April 26, 2023, issued by Robert Odneal, Boone County Insurance Requirements, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and the State of Missouri contract CT202797053 (based on NASPO contract 140599) shall prevail and control over the vendor's quote response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following equipment:

**Juvenile Justice Center** – Attn: Cathy Thompson, 5665 N. Roger Wilson Drive, Columbia, MO 65202.

**Copier:** One (1) Kyocera TASKalfa 4004i Print/Scan/Copy/Fax Copier  
New Photocopier includes the following:

Kyocera TASKalfa 4004i Copier	\$5,584.33
40 PPM	
AK-7110 Attachment Kit for DF-7120	
Fax System 12	
DF-7120 1,000 Sheet Finisher	
DP-7160 320 Sheet DSDP with Multi-Feed sensor	
PF-7150 Dual 1,500 Sheet Paper Trays – Letter	

Pricing includes delivery, installation, setup, connectivity, initial training, and on-going training and support.

3. **Maintenance** – Maintenance includes all parts, labor, drums, toner and developer; only paper and staples are excluded.

- All black and white impressions at \$0.0068/each
- Cost of Staples: \$58.20 per box of (3) cartridges (each cartridge contains 5,000 staples)
- **(5) Year Replacement Guarantee on equipment through 12/31/28**
- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training
- Unlimited service calls



Contractor's on-site maintenance for copier shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be five (5) fiscal years following the year equipment is installed and accepted by the County.

4. **Trade-in Copier:** Contractor shall remove the following trade-in copier with a \$0.00 value the same day the new copiers are installed and shall recycle equipment. Contractor agrees to remove the hard drive of the trade-in copier and leave with the Boone County Information Technology department.

Kyocera TASKalfa-4500i Copier, serial # NLS3200534, fixed asset tag 18431

5. **Delivery and Installation:** Contractor agrees to deliver, set-up, connect and provide training of copier to the **Juvenile Justice Center** within 10 days after receipt of Purchase Order. Juvenile Justice Center, Attn: Cathy Thompson, 5665 N. Robert L. Wilson Memorial Drive, Columbia, MO 65202. To schedule installation, call (573) 886-4450.

6. **Billing and Payment** - All billing shall be invoiced to the **Juvenile Justice Center** and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

8. **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.

9. **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.

**SUMNERONE, INC.**  
**d/b/a IMAGE TECHNOLOGIES**

by   
0B1C4F426E204A0...  
title Account mngr

**BOONE COUNTY, MISSOURI**  
by: Boone County Commission

57400BED98434D4...  
Kip Kendrick Presiding Commissioner

APPROVED AS TO FORM:

7D71DEAEB9D74DD...  
CJ Dykhouse, County Counselor

ATTEST:

D2B7E242BFB948C...  
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.

EB91DB24AAAC49D...

Signature

5/10/2023

Date

Copier: 1242-92000 / \$5,584.33

Appropriation Account

232-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

May Session of the April Adjourned

Term. 203

In the County Commission of said county, on the 18th day of May 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve Amendment #1 to Contract C000601 from Sole Source 167-123123SS for ESRI Small Government Enterprise Subscription for the IT Department GIS Program with ESRI.

Done this 18th day of May 2023.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

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



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: May 10, 2023  
RE: Amendment #1 to Contract C000610 from Sole Source 167-123123SS –  
ESRI Small Government Enterprise Subscription for the Boone County IT  
Department, GIS Program

Purchasing requests approval of Amendment #1 to Contract C000610 which is based on Sole Source 167-123123SS. The contract was approved by the Boone County Commission on April 27, 2023 via Commission Order 200-2023.

The amendment adds a clause that identifies the original contract period to coincide with the license agreement term. When processing the award of contract, Purchasing noticed that this basic clause had been mistakenly omitted from the original Purchase Agreement terms.

Payments will be paid using this Department/Object coding with budgeted amounts:

- 1176 - General Fund IT GIS/91302 - Computer Software: \$27,213.00
- 2708-911/Emergency IT Hardware & Software/91302 -Computer Software: \$47,894.00
- 2012-ASR IT Hardware & Software/91302 – Computer Software: \$18,505.00
- 2083-Road & Bridge IT Hardware & Software/91302 – Computer Software: \$13,062.00
- 1172-General Fund IT Hardware & Software/91302 – Computer Software: \$2,172.00

/lp

c: Contract File

Order#: 232-2023

Date: 05.18.2023

**CONTRACT AMENDMENT NUMBER ONE  
ESRI SMALL GOVERNMENT ENTERPRISE SUBSCRIPTION**

The Agreement **County Contract C000610**, Boone County Sole Source number **167-123123SS**, dated April 27, 2023, made by and between Boone County, Missouri and **Environment Systems Research Institute, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

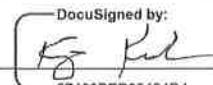
1. **ADD** the following as paragraph 7 of the Purchase Agreement:
  7. **Contract Period** – The contract period shall be **May 04, 2023 through May 03, 2026**. Pricing shall be allowed to adjust annually as identified in the original agreement.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

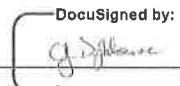
**ENVIRONMENT SYSTEMS RESEARCH  
INSTITUTE, INC. (ESRI)**

by   
DocuSigned by:  
4F18BE6DD016409...  
 title Manager, Commercial & Government Contracts

**BOONE COUNTY, MISSOURI**

by: Boone County Purchasing Director  
  
DocuSigned by:  
57400BED96434D4...  
 Presiding Commissioner

APPROVED AS TO FORM:

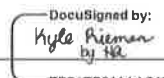
  
DocuSigned by:  
7D71DEAEB9D74DD...  
 County Counselor

ATTEST:

  
DocuSigned by:  
D267E2428FB948C...  
 County Clerk

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

1176/91302; 2708/91302; 2012/91302; 2083/91302; 1172/91302: \$62,500.00

  
DocuSigned by:  
EB91DB24AAAC49D...  
 Signature 5/11/2023 Date \_\_\_\_\_  
 \_\_\_\_\_  
 Signature Date Appropriation Account

233-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20

In the County Commission of said county, on the 18th day of May 20 23


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 Off-System Bridge Replacement and Rehabilitation/Surface Transportation Program Utility Agreement between Boone County and Boone Electric Cooperative for the Ben Williams Road Bridge Replacement Project BRO-R010(20).


The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Utility Agreement.

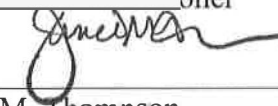
Done this 18th day of May 2023.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



Route CART RD. 350  
County BOONE  
Project No. BRO-R010(020)

**BOONE COUNTY  
OFF-SYSTEM BRIDGE REPLACEMENT AND  
REHABILITATION / SURFACE TRANSPORTATION PROGRAM  
UTILITY AGREEMENT – LUMP SUM**

THIS AGREEMENT is entered into by Boone County, Missouri through its County Commission (hereinafter, "County") and Boone Electric Cooperative, Inc. (hereinafter, "Company").

WITNESSETH:

WHEREAS, the Congress of the United States has authorized, in the Federal-Aid Highway Act, 23 U.S.C. §144, the Secretary of Transportation to grant funds to states for projects for the replacement and rehabilitation of toll-free public roadways/bridges which are not part of any Federal-Aid System and which are under the jurisdiction of and maintained by a public authority and are open to public travel; and

WHEREAS, the "County" desires to replace/rehabilitate a certain roadway/bridge, more specifically described as Project No. BRO-R010(020), Route CART RD. 350., Bridge No. 35000021, Ben Williams Road over Tributary to Gans Creek. Said improvement is to be designed and constructed in compliance with the provisions of 23 U.S.C. §144 and applicable federal directives.

\*WHEREAS, in order to improve said highway in accordance with said plans, it will be necessary to adjust certain facilities now located on private easement of the "Company" in order to maintain the present services of said "Company", such changes being generally shown in legend on plan marked Exhibit "A", and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) USE OF RIGHT OF WAY: The County grants to the "Company" the right to use the right of way within any existing roadway or other public way which is under the jurisdiction of County as may be necessary to construct and maintain the "Company" facility shown in Exhibit "A"

(2) COMPLY WITH FEDERAL AID POLICY GUIDE (FAPG): The "Company" agrees that the detail plan and estimate of cost for the required adjustment of the

"Company" facilities have been prepared in accordance with FAPG 23 CFR 645A and any amendments which by reference are made a part of this Agreement. The "Company" also agrees that the work will be performed in accordance with said regulation.

(3) COMMENCEMENT AND COMPLETION OF WORK: After approval of the detail plan and estimate of cost and upon notification by the County, the "Company" will commence, without unnecessary delay, to make changes to its facilities. The "Company" will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the roadway contractor. The "Company" agrees to provide a written estimated time schedule of its planned work and a written notification to the County engineer at least five (5) days prior to beginning the work. If the "Company" falls behind in its work schedule, it shall submit a revised work schedule to the County's engineer. The "Company" will make every effort to get back on schedule and complete its work. The "Company" has an affirmative duty to cooperate and coordinate its activities with those of the roadway contractor. The contractor has a contractual requirement to cooperate and coordinate its activity with the "Company" and other utility companies on this project.

(4) CHANGE ORDER: If any substantial change is made in the original plan and extent of the work, the "Company" agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the County's engineer or his/her representative and having approval of the County and Federal Highway Administration PRIOR to the performance of the work, as set out in FAPG 23 CFR 645A.

(5) BACKFILL: The "Company" agrees to compact backfill of all excavation within the roadway limits in accordance with the Project Specifications and/or the Missouri Standard Specifications for Highway Construction, current edition, or as approved by the County's engineer.

(6) CONDITION OF RIGHT OF WAY: Upon completion of the work provided in this Agreement, the "Company" shall remove all leftover materials and debris resulting from the work and leave the right of way in a neat, workmanlike condition, free of holes, mounds of dirt, or other objectionable material.

(7) SAFETY DEVICES: At all times when work is being performed by the "Company" under such conditions as will affect traffic on the public streets or roadways, "Company" will display warning signs, barricades, flags, lights and/or flares as circumstances may require and shall employ and use a flagger when required for safety of the traveling public, all in accordance with the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUTCD).

(8) COST: The total cost of the utility work required for the roadway project is estimated to be \$4,546.00 (\$3,198.00 for WO #22-26971 to de-energize the overhead electric line, plus \$1,348.00 for WO #22-26972 to re-energize the overhead electric line).

It is agreed, upon the "County's" approval of the "Company's" plan and estimate, the "County" will promptly pay the "Company" the total amount of \$4,546.00 at the completion of WO #22-26971, no more or no less.

(9) PERMIT REQUIREMENT: The "Company" shall obtain a permit from Missouri Department of Transportation Permit Department, in that areas MoDOT District Office, should any of the intended work be located on a MoDOT route or right of way prior to adjusting or relocating its property from, within, or onto the Commission's right of way. The permit shall be signed by an authorized MoDOT representative.

(10) COUNTY REPRESENTATIVE: The County's engineer is designated as the County's representative for the purpose of administering the provisions of this Agreement.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The "Company" shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Boone County, Missouri.

(13) ASSIGNMENT: The "Company" shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the "County".

(14) COOPERATION: When the "Company" relocation work is being done concurrent with the County's roadway contractor operation, the "Company" agrees to cooperate and coordinate its work to minimize disturbance to the roadway contractor or other utility companies working on the project.

(15) ROADWAY IMPROVEMENT INFORMATION: The "County" agrees to furnish the "Company" all necessary information on the roadway/bridge improvement in order to properly carry out the utility relocation. Known hazardous waste sites will be identified on the right of way.

(16) WORK CANCELED: If the County instructs the "Company" not to proceed with the work, the County shall reimburse the "Company" for the County's percentage share of the "Company" costs incurred prior to the date the work is canceled, as allowed pursuant to FAPG 23 CFR 645A. The "Company" shall promptly return to the "County" any funds in excess of those actually incurred prior to the date the work is canceled.

**FOR COUNTY USE:**

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the "Company" this 17<sup>th</sup> day of April, 2023.

Executed by the "County" this 18<sup>th</sup> day of May, 2023.

**"COMPANY"**

Boone Electric Cooperative

By:

Vicki K

Authorized Representative (Signature)

Vicki J. Kemna

Authorized Representative Name (Print or Type)

Title: Asst. GM

**"COUNTY"**

Boone County, Missouri

By:

Kip Kendrick

Kip Kendrick,

Presiding Commissioner

Attest:

Brianna L. Lennon

Brianna L. Lennon, County Clerk

Approved as to Legal Form:

CJ Dykhouse

CJ Dykhouse, 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 encumbered balance to the credit of such appropriation sufficient to pay therefore.

Kyle Rieman by HA 2041-71106  
Kyle Rieman, Auditor

5-12-23



**ACKNOWLEDGMENT BY COMMISSION**

STATE OF MISSOURI            )  
  )  
COUNTY OF BOONE         )        ss

On this 18<sup>th</sup> day of May, 2023 before me personally appeared Kip Kendrick known to me, who being by me duly sworn, did say that they are the Presiding Commissioner of Boone County and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed on behalf of said Commission by authority of Boone County and said Commission acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Jodi Renee Vanskike  
Notary Public

My Commission Expires: 11.29.2024

JODI RENEE VANSKIKE  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires: Nov. 29, 2024  
Commission # 20980174



## EXHIBIT A - PLAN

OFF-SYSTEM BRIDGE REPLACEMENT PROGRAM UTILITY AGREEMENT  
BETWEEN  
BOONE COUNTY, MO AND BOONE ELECTRIC COOPERATIVE  
PROJECT NO. **BRO-R010(020)**



## EXHIBIT B – ESTIMATE OF COST

### OFF-SYSTEM BRIDGE REPLACEMENT PROGRAM UTILITY AGREEMENT BETWEEN BOONE COUNTY, MO AND BOONE ELECTRIC COOPERATIVE PROJECT NO. BRO-R010(020)

Jeff McCann

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**From:** Lucas, Matt <Lucas@booneelectric.com>  
**Sent:** Tuesday, March 14, 2023 3:36 PM  
**To:** Pickett, Kirk; Jeff McCann  
**Subject:** RE: Ben Williams Road Bridge Replacement BRO-R010(20) - Overhead Electric Relocation

**CAUTION:** This email originated outside of boonecountymo.org. ONLY use links and attachments which are familiar.

Jeff,  
Confirmed on both

WO# 2226971 = \$3198.00  
WO# 2226972 = \$1348.00

**From:** Pickett, Kirk <KPickett@booneelectric.com>  
**Sent:** Tuesday, March 14, 2023 1:06 PM  
**To:** Pickett, Kirk <KPickett@booneelectric.com>; Jeff McCann <JMcCann@boonecountymo.org>; Lucas, Matt <Lucas@booneelectric.com>  
**Subject:** RE: Ben Williams Road Bridge Replacement BRO-R010(20) - Overhead Electric Relocation  
**Importance:** High

Matt,

Have you followed up with Jeff?

Kirk Pickett  
Chief Field Engineer  
573-441-7322

**From:** Pickett, Kirk <KPickett@booneelectric.com>  
**Sent:** Monday, March 13, 2023 7:09 AM  
**To:** Jeff McCann <JMcCann@boonecountymo.org>; Lucas, Matt <Lucas@booneelectric.com>  
**Subject:** RE: Ben Williams Road Bridge Replacement BRO-R010(20) - Overhead Electric Relocation

Matt,

Please see below and let Jeff know.

Thu

Kirk Pickett  
Chief Field Engineer  
573-441-7322

## EXHIBIT B – ESTIMATE OF COST

### OFF-SYSTEM BRIDGE REPLACEMENT PROGRAM UTILITY AGREEMENT BETWEEN BOONE COUNTY, MO AND BOONE ELECTRIC COOPERATIVE PROJECT NO. **BRO-R010(020)**

From: Jeff McCann <[JMcCann@boonecountymo.org](mailto:JMcCann@boonecountymo.org)>  
Sent: Thursday, March 9, 2023 1:33 PM  
To: Pickett, Kirk <[JPickett@booneelectric.com](mailto:JPickett@booneelectric.com)>  
Subject: Ben Williams Road Bridge Replacement BRO-R010(20) - Overhead Electric Relocation

**\*\*EXTERNAL E-MAIL\*\*** Verify before clicking links or attachments.

Kirk,

I am sending this email to confirm the following estimated costs for Boone Electric Cooperative to perform the necessary overhead electric line relocation work necessary for the referenced bridge replacement project.

Wo# 22-26971 to de-energize the line = \$3,198.00  
Wo# 22-26972 to re-energize the line = \$1,348.00  
Total Cost = \$4,546.00

Please reply and I will include the email in the appendix of the relocation agreement. Thanks.

Jeff McCann, P.E.  
Chief Engineer  
Boone County Resource Management  
801 E. Walnut, Room 315  
Columbia, MO 65201  
(573) 886-4478

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234-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 203

In the County Commission of said county, on the 18th day of May 20 23

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


Now on this day, the County Commission of the County of Boone does hereby re-appoint the following:

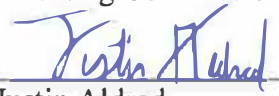
Gary German	Health Trust Committee	Re-Appointment	3-Year Term	May 18, 2023, through March 31, 2026
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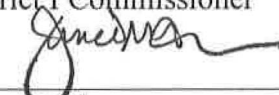
Done this 18th day of May 2023.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

Dan Atwill, Presiding Commissioner  
Fred J. Parry, District I Commissioner  
Janet Thompson, District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Health Trust Committee Term: 3 year

Current Township: Rocky Fork Today's Date: 5-6-23

Name: Gary E. German

Home Address: 8490 E Highway OO  
Hallsville 65255  
City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Address: 2121 County Dr  
Columbia 65202  
City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: 573-696-1501 Work Phone: 573-875-1111  
ggerman@boonecountymo.org

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Qualifications: I have served on the Health Trust Committee for 3 prior terms. In addition, I have been married for 29 years and have 2 adult children. My wife and I took an active role in their health care. One of my children has a genetic disorder that required frequent visits and monitoring his health condition. This required us to learn about his condition, learn to navigate the health care system and trends in the health care industry.  
In addition, I have been employed with the Boone County Sheriff's Office since December of 1996.

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Past Community Service: Volunteered for several years on the Hallsville Little League Board and as a youth sports coach for several years. As a part of the Hallsville Little League Board we facilitated and oversaw recreational baseball and softball for nearly 300 children in the Hallsville area during the summer. The board assisted the Hallsville R-IV School and City of Hallsville by caring for the fields, constructing a second multi-purpose field and general upkeep of the grounds.

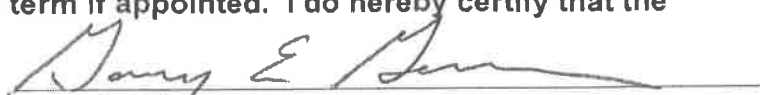
References:

Sheriff Dwayne Carey, Boone County Sheriff's Dept. 573-875-1111 ext 6219

Joel Church, friend, 573-696-3750

Bart Giangiacomo, friend, 612-644-4982

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

  
Applicant Signature

Return Application  
To:

Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201  
Fax: 573-886-4311

235 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 29

In the County Commission of said county, on the 18th day of May 20 23

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record a Proclamation Recognizing May 2023 as Mental Health Awareness Month.

Done this 18th day of May 2023.

ATTEST:

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

Kip Kendrick  
Kip Kendrick  
Presiding Commissioner

Justin Aldred  
Justin Aldred  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner