

632-2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 24

County of Boone

} ca.

In the County Commission of said county, on the 31st day of December 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 maintenance Training Agreements between Boone County and Callaway County Sheriff's Department for August 2024 and December 2024 classes.

Done this 31st day of December 2024.

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

## K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 31<sup>st</sup> day of December, 2024, 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 maintenance training through its certified K-9 training staff; and

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

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

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

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

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

**3. CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Two Thousand Dollars (\$2,000.00) for the training contemplated herein, calculated at a rate of \$100/session. Agency shall pay one-half, or \$1,000.00, upon execution of this contract and the remaining one-half, or \$1,000.00, after ten (10) sessions have been completed.

**4. TERM AND TERMINATION.** The term of this Agreement shall begin on the 1<sup>st</sup> day of August, 2024, for a period of one-year and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$100.00 per session.

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

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

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

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

SO AGREED.

**AGENCY**

**BOONE COUNTY, MISSOURI**

By:



Printed Name:

Curtis Hall

Attest:

By:



Kip Kendrick, Presiding Commissioner

Attest:



Brianna L. Lennon, County Clerk

Approved:



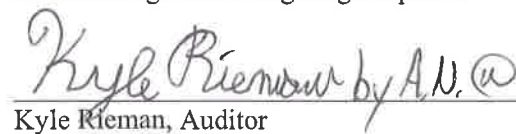
Dwayne Carey, Sheriff

Approved as to legal form:



CJ Dykhouse, County Counselor

Acknowledged for Budgeting Purposes:



Kyle Rieman, Auditor

Exhibit "A"

## INFORMED CONSENT WAIVER AND RELEASE

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

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

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

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

Signature of Participant/Date

 11-10-2024

---

Printed Name of Participant

Alan LeBl

---

## K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 31<sup>st</sup> day of December, 2024, 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 maintenance training through its certified K-9 training staff; and

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

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

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

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

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

**3. CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Two Thousand Dollars (\$2,000.00) for the training contemplated herein, calculated at a rate of \$100/session. Agency shall pay one-half, or \$1,000.00, upon execution of this contract and the remaining one-half, or \$1,000.00, after ten (10) sessions have been completed.

**4. TERM AND TERMINATION.** The term of this Agreement shall begin on the 16<sup>th</sup> day of December, 2024, for a period of one-year and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$100.00 per session.

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

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

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

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

SO AGREED.

**AGENCY**

**BOONE COUNTY, MISSOURI**

By:

By:

  
\_\_\_\_\_

  
\_\_\_\_\_

Printed Name:

Kip Kendrick, Presiding Commissioner

Curtis Hall


Attest:

Attest:

  
\_\_\_\_\_


Brianna L. Lennon, County Clerk

Approved:

  
\_\_\_\_\_

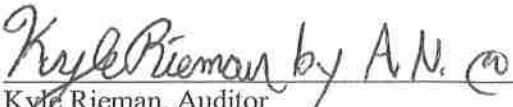
Dwayne Carey, Sheriff

Approved as to legal form:

  
\_\_\_\_\_

CJ Dykhouse, County Counselor

Acknowledged for Budgeting Purposes:

  
\_\_\_\_\_

Kyle Rieman, Auditor

**INFORMED CONSENT WAIVER AND RELEASE**

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

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

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

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

Signature of Participant/Date

Nathan Lays 12/17/2024

Printed Name of Participant

Nathan Lays

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 31st day of December 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Amendment for Department 2550 to cover MSHP CCW Fingerprint fees.

Done this 31st day of December 2024.

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





SUBLSCR BOONE      SUBSIDIARY LEDGER INQUIRY MAIN SCREEN      12/11/24 15:55:32

Year	<u>2024</u>	Original Appropriation	<u>4,680.00</u>
Dept	<u>2550 SHERIFF REVOLVING FND ACTIVITY</u>	Revisions	<u>          </u>
Acct	<u>71100 OUTSOURCED SERVICES</u>	Original + Revisions	<u>4,680.00</u>
Fund	<u>255 SHERIFF REVOLVING FUND</u>	Expenditures	<u>4,332.75</u>
		Encumbrances	<u>          </u>
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>4,332.75</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>347.25</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>347.25</u>

Expenditures by Period

January	<u>          </u>	July	<u>299.75</u>
February	<u>408.75</u>	August	<u>517.75</u>
March	<u>          </u>	September	<u>490.50</u>
April	<u>1,117.25</u>	October	<u>408.75</u>
May	<u>626.75</u>	November	<u>          </u>
June	<u>463.25</u>	December	<u>          </u>

F2=Key Scr    F3=Exit    F5=Ledger Transactions    F7=Transactions

*\* 481 average  
x 3*

*\* 1444  
less budget remaining #347*

*\$7,100*



2024005624

# PAYMENT REQUISITION BOONE COUNTY, MISSOURI



11/15/2024  
REQUISITION  
DATE

12/06/2024  
VENDOR  
DUE DATE

TRANS: 2024 005624

PAYMENT TYPE: ACH

Check Routing Instructions

008223  
VENDOR  
NO.

STATE OF MO HIGHWAY PATROL  
VENDOR NAME

<\$12,000  
BID NUMBER

Notes: INVOICE # USED IN PRIOR YEAR

\* = INSUFFICIENT BUDGET

**RECEIVED**

**NOV 18 2024**

BOONE COUNTY  
AUDITOR

Fund / Dept	Account	Invoice Number	Customer Account Number	Amount
* 2550	71100	812HP025C20410	A0002295300 BOONE COUNTY SHER CRIMINAL RECORD SEARCHES:OCT	517.75
GRAND TOTAL :				517.75

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

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Approving Official

JB  
\_\_\_\_\_  
Prepared By

SDJENNIF

\_\_\_\_\_  
County Commission Approval  
PAGE 001 OF 001

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

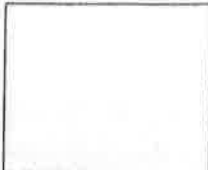


2024006086

REQUISITION  
DATE 12/11/2024

VENDOR  
DUE DATE 01/02/2025

# PAYMENT REQUISITION BOONE COUNTY, MISSOURI



TRANS: 2024 006086 PAYMENT TYPE: ACH

Check Routing Instructions

VENDOR  
NO. 008223

VENDOR NAME STATE OF MO HIGHWAY PATROL

BID NUMBER <\$12,000

Notes:

**RECEIVED**  
DEC 11 2024  
BOONE COUNTY  
AUDITOR

\* = INSUFFICIENT BUDGET

Fund / Dept	Account	Invoice Number	Customer Account Number	Amount
* 2550	71100	812HP02C20411	A0002295300 BOONE COUNTY SHER CRIMINAL RECORD SEARCHES:NOV	218.00
GRAND TOTAL :				218.00

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

Approving Official

Approving Official

Approving Official

Prepared By

SDJENNIF

County Commission Approval

Auditor Approval

GENLSCR BOONE GENERAL LEDGER INQUIRY MAIN SCREEN 12/13/24 09:31:19  
 Year, 2024 Opening Balance 300,123.26  
 Fund 255 SHERIFF REVOLVING FUND Actual, YTD, Credits, 41,167.99  
 Acct, 1000 CASH & INVEST IN TREASURY Actual, YTD, Debits, 57,344.71  
 Account, Type, A ASSET  
 Normal, Balance, D DEBIT Current Balance 316,299.98

Period	Debits	Credits	Current Balance
January	5,382.04		305,505.30
February	5,104.79	1,582.15	309,027.94
March	6,251.04	11,128.75	304,150.23
April	5,845.73	490.50	309,505.46
May	5,781.27	626.75	314,659.98
June	4,030.61	7,316.75	311,373.84
July	6,052.10	463.25	316,962.69
August	4,991.52	11,510.59	310,443.62
September	4,835.61	490.50	314,788.73
October	3,840.00	7,000.00	311,628.73
November	2,985.00	558.75	314,054.98
December	2,245.00		316,299.98
Post Closing			

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

## Fund Statement - Sheriff Revolving Fund 255 (Nonmajor)

	2023 Actual	2024 Budget	2024 Estimated	2025 Budget
<b>FINANCIAL SOURCES:</b>				
<b>Revenues</b>				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales & Use Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	26,218	20,480	53,200	53,132
Intergovernmental	-	-	-	-
Charges for Services	4,742	4,680	5,876	5,876
Fines and Forfeitures	-	-	-	-
Interest	12,671	3,860	4,748	6,700
Hospital Lease	-	-	-	-
Other	-	-	-	-
<b>Total Revenues</b>	<b>43,631</b>	<b>29,020</b>	<b>63,824</b>	<b>65,708</b>
<b>Other Financing Sources</b>				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
<b>Total Other Financing Sources</b>	-	-	-	-
<b>Fund Balance Used for Operations</b>	-	<b>7,860</b>	-	-
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ 43,631</b>	<b>36,880</b>	<b>63,824</b>	<b>65,708</b>
<b>FINANCIAL USES:</b>				
<b>Expenditures</b>				
Personal Services	\$ -	-	-	-
Materials & Supplies	80	2,150	2,143	1,500
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	1,152	1,200	1,198	1,200
Contractual Services	13,073	33,530	30,876	25,876
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	(13,881)	-	-	30,000
Fixed Asset Additions	8,060	-	-	-
<b>Total Expenditures</b>	<b>8,484</b>	<b>36,880</b>	<b>34,217</b>	<b>58,576</b>
<b>Other Financing Uses</b>				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Uses</b>	-	-	-	-
<b>TOTAL FINANCIAL USES</b>	<b>\$ 8,484</b>	<b>36,880</b>	<b>34,217</b>	<b>58,576</b>
<b>FUND BALANCE:</b>				
<b>FUND BALANCE (GAAP), beginning of year</b>	\$ 260,322	284,538	284,538	307,114
Less encumbrances, beginning of year	(17,962)	(7,031)	(7,031)	-
Add encumbrances, end of year	7,031	-	-	-
Fund Balance Increase (Decrease) resulting from operations	35,147	(7,860)	29,607	7,132
<b>FUND BALANCE (GAAP), end of year</b>	<b>284,538</b>	<b>269,647</b>	<b>307,114</b>	<b>314,246</b>
<b>Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year</b>	<b>(7,031)</b>	-	-	-
<b>NET FUND BALANCE, end of year</b>	<b>\$ 277,507</b>	<b>269,647</b>	<b>307,114</b>	<b>314,246</b>
<b>Net Fund Balance as a percent of expenditures</b>	3270.95%	731.15%	897.55%	536.48%

634-2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

31st

day of

December

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the award of Amendment #2 to County Contract C000789 awarded from cooperative Contract CC240449008, the Qualified Vendors List for Ammunition with Sunset Law Enforcement, LLC of Ackley, Iowa for the Boone County Sheriff's Office.

The contract amendment is set-out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 31st day of December 2024.


ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
\_\_\_\_\_

Kip Kendrick  
Presiding Commissioner

  
\_\_\_\_\_

Justin Aldred  
District I Commissioner

  
\_\_\_\_\_

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

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



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: December 26, 2024  
RE: Amendment #2 to Contract C000789 from Cooperative Contract  
CC240449008 – QVL Ammunition – Rifle and Pistol for the Boone  
County Sheriff

Amendment #2 to contract C000789 awarded from cooperative contract CC240449008 – QVL Ammunition Rifle and Pistol for the Boone County Sheriff is being amended to add the purchase of 46 cases (23,000 rounds) of Hornady 9mm Critical Duty ammunition.

The Purchasing Department requested quotes from the ammunition dealers on the Qualified Vendors List that sell the Hornady 9mm pistol ammunition. Seven vendors were solicited. Two bids and one “No Bids” were received.

1. Gulf States Distributors, Inc. of Montgomery, Alabama
2. Sunset Law Enforcement LLC of Ackley, Iowa
3. Bald Ridge Outdoors LLC of Van Buren, Missouri (No Response)
4. Howards Premium Ammo LLC of Florence, South Carolina (No Response)
5. On Target Ammunition LLC of Grain Valley, Missouri (No Response)
6. Precision Delat Corporation of Ruleville, Mississippi (No Response)
7. Specialty Cartridge Inc. of Covington, Georgia (No Bid)

The two bids received were reviewed by the Purchasing Department and the Sheriff’s Office (see the attached Bid Tabulation and Cost Evaluation). The bid from Sunset Law Enforcement LLC of Ackley, Iowa is the “lowest and best” bidder for line item 1, the Hornady 9mm Critical Duty 9mm 135 gr+P Flex-lock ammunition. Captain Brian Leer of the Sheriff’s Office has recommended that the County proceed with an award of 46 cases (23,000 rounds to Sunset Law Enforcement LLC of this ammunition.

The contract was originally awarded May 7, 2024 via Commission Order 221-2024.

Payment for the ammunition will reference these codes:



- 2901 – LEST Sheriff Operations/23200 – Ammunition: \$1,002.48;
- 1255 – General Fund Detention Operations/23200 - Ammunition: \$11,693.52

/lp

Attachment: Bid Tab

c: Contract File



**CONTRACT AMENDMENT NUMBER TWO  
AMMUNITION QVL: RIFLE and PISTOL for SHERIFF**

County contract # **C000789**, awarded from cooperative contract CC240449008, dated May 07, 2024 made by and between Boone County, Missouri and **Sunset Law Enforcement LLC** 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 purchase:

**Purchase** – The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with 46 cases (23,000 rounds) of Hornady 9mm Luger +P 135 grain FlexLock <sup>®</sup> Critical Duty <sup>®</sup> Ammunition as shown in **Attachment One** that includes the quote dated **December 13, 2024** submitted by **Mike Bright** on behalf of the Contractor:

Line Item	Description	Firm Unit Price - Per Case	Number Cases	Total Extended Price
1.	Pistol Ammunition:  Hornady 9mm Luger +P 135 grain FlexLock <sup>®</sup> Critical Duty <sup>®</sup> Ammunition	\$276.00/case -500 rounds per case	46 (500-round cases)  Total: 23,000 Rounds	\$12,696.00
	Delivery Price	No Charge -- FOB Destination Freight prepaid and Allowed		
<b>Total Final Price</b>				<b>\$12,696.00</b>

- 2. All other terms, conditions and prices of the original contract as previously amended shall remain the same and apply hereto.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives acknowledge termination of said contract.

**SUNSET LAW ENFORCEMENT LLC**

by DocuSigned by:  
*Mike Bright*  
EB25A74866494A1...  
title President

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

DocuSigned by:  
*[Signature]*  
57400BED98434D4...  
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
*[Signature]*  
7D71DEAEB9D74DD...

Signed by:  
*Brianna L. Linnon*  
D267E242BFB946C...

County Counselor

County Clerk

AUDITOR CERTIFICATION

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

1255/23200: \$1,000.50; 2901/23200: \$11,695.50

DocuSigned by:  
*[Signature]*  
8EBFE1148A274E1...

12/23/2024

Signature

Date

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 24

County of Boone

} ea.

In the County Commission of said county, on the

31st

day of

December

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000957 awarded from cooperative Contract CC240449002, the Qualified Vendors List for Ammunition with Gulf States Distributors Inc. of Montgomery, Alabama for the Boone County Sheriff's Office.

The contract is set-out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 31st day of December 2024.

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

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



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: December 26, 2024  
RE: Award Contract C000957 from Cooperative Contract CC240449002 –  
QVL Ammunition – Rifle and Pistol for the Boone County Sheriff

Purchasing requests approval for the award of contract C000957 from contract CC240449002 established by the State of Missouri as a cooperative contract for the purchase of ammunition. In this case, the County requested quotes from all vendors selling the specific ammunition identified by the Boone County Sheriff's Office listed on the Qualified Vendors List (QVL).

The Purchasing Department requested quotes from the ammunition dealers on the Qualified Vendors List that sell the specific ammunition. Seven vendors were solicited. Two bids and one "No Bids" were received.

1. Gulf States Distributors, Inc. of Montgomery, Alabama
2. Sunset Law Enforcement LLC of Ackley, Iowa
3. Bald Ridge Outdoors LLC of Van Buren, Missouri (No Response)
4. Howards Premium Ammo LLC of Florence, South Carolina (No Response)
5. On Target Ammunition LLC of Grain Valley, Missouri (No Response)
6. Precision Delat Corporation of Ruleville, Mississippi (No Response)
7. Specialty Cartridge Inc. of Covington, Georgia (No Bid)

The two bids received were reviewed by the Purchasing Department and the Sheriff's Office (see the attached Bid Tabulation and Cost Evaluation). The bid from Gulf States Distributors of Montgomery, Alabama is the only bidder and therefore the "lowest and best" bidder for line items 2, 3, 5, 6, and 7:

Line Item 2: Buckshot - Federal Cartridge Tactical 12GA 8-pellet LR 00B  
Federal Cartridge #LE133-00 – Award 10 cases (2,500 Rounds)

Line Item 3: Slug - Federal Cartridge Tactical 12GA 1oz. Rifled Slug LR  
Federal #LE127-RS – Award 10 cases (2,500 Rounds)

Line Item 5: Federal American Eagle 9mm - Federal Cartridge American Eagle,  
147gr FMJ (Lead Free)  
Federal Item # AE9N2 – Award 46 Cases (46,000 Rounds)

Line Item 6: Federal American Eagle 9mm - Federal Cartridge American Eagle,  
124gr FMJ (Lead Free)  
Federal Item # AE9N1 – Award 46 Cases (46,000 Rounds)

Line Item 7: Shotgun - Federal Cartridge Top Gun 12GA 8-Shot  
Length: 2-3.4"/70mm  
Shot Weight: 1-1/8 oz.  
Federal item # TGL 12-8 - Award 10 cases (2,500 Rounds)

Captain Brian Leer of the Sheriff's Office has recommended that the County proceed awarding Gulf States Distributors line items 2, 3, 6 and 7 as indicated above. No award is recommended for item 5.

The contract period will run December 26, 2024 through January 18, 2026. If any subsequent orders are needed for this type of ammunition, another round of quotes will be pursued by the Purchasing Office and an award will be made to the lowest and best bidder from that round of quotes, consistent with how the QVL process is intended to be used.

Payment for the ammunition will reference these codes:

- 2901 – LEST Sheriff Operations/23200 – Ammunition: \$10,650.00;
- 1251 – General Fund Sheriff Operations/23200 - Ammunition: \$9,850.00.

/lp

Attachment: Bid Tab

c: Contract File

12/19/24

RQST  
DATE

**PURCHASE REQUISITION  
BOONE COUNTY, MISSOURI**

3397

VNDR #

Gulf State Distributors Inc.

VENDOR NAME

CC240449002

BID #

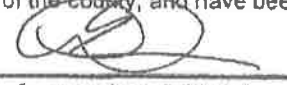
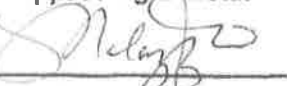
Ship to Dept #: 2901

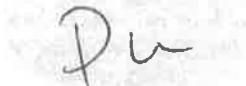
Bill to Dept #: 2901

Dept	Account	Item Description	Qty	Unit Price	Amount
2901	23200	Buckshot 12 ga shotgun 8 pellet LR 00B - Federal Cartridge LE133-00 \$195 per CS 250 Rds	10	\$195.00	\$1,950.00
2901	23200	Slug - Federal Cartridge Tactical 12GA 1oz. Rifled Slug LR Federal #LE127-RS \$199 per CS 250 Rds (124) ✓	10	\$199.00	\$1,990.00
2901	23200	Federal American Eagle 9mm American Eagle <del>147</del> 147gr FMJ (Lead Free) Federal # AE9N2 \$335/CS 1,000 Rds (124) ✓	19	\$335.00	\$6,365.00
1251	23200	Federal American Eagle 9mm American Eagle <del>147</del> 147gr FMJ (Lead Free) Federal # AE9N2 \$335/CS 1,000 Rds	27	\$335.00	\$9,045.00
2901	23200	Shotgun - Federal Cartridge Top Gun 12GA 8-Shot Federal #TGL 12-8\$115 per CS 250 Rds	3	\$115.00	\$345.00
1251	23200	Shotgun - Federal Cartridge Top Gun 12GA 8-Shot Federal #TGL 12-8\$115 per CS 250 Rds	7	\$115.00	\$805.00
					\$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: 20,500.00

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**  
**AMMUNITION QVL: PISTOL, RIFLE AND SHOTGUN AMMUNITION for SHERIFF**

**THIS AGREEMENT**, County Contract **C000957** awarded from cooperative contract **CC240449002**, dated the 31st day of December 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Gulf States Distributors, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Pistol, Rifle and Shotgun Ammunition in compliance with all bid specifications and any addendum issued for the State of Missouri Office of Administration Contract **CC240449002** and **Gulf States Distributors Inc.** quote dated **December 19, 2024** from **Tommy Trammell** on behalf of the Contractor attached as **Attachment One**, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Office of Administration Contract **CC240449002** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** – The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Pistol, Rifle and Shotgun Ammunition as shown below and in **Attachment One**:

Line Item	Description	Firm Unit Price - Per Case	Number Cases	Total Extended Price
2.	Buckshot - Federal Cartridge Tactical 12GA 8-pellet LR 00B Federal Cartridge #LE133-00  10 cases (2,500 Rounds)	\$195.00/case - 250 rounds per case	10 (250-round cases)	\$1,950.00
3.	Slug - Federal Cartridge Tactical 12GA 1oz. Rifled Slug LR Federal #LE127-RS  10 cases (2,500 Rounds)	\$199.00/case - 250 rounds per case	10 (250-round cases)	\$1,990.00
6.	Federal American Eagle 9mm - Federal Cartridge American Eagle, 124gr FMJ (Lead Free) Federal Item # AE9N1	\$335.00/case – 1,000 rounds per case	46 (1,000-round cases)	15,410.00

	46 cases (46,000 Rounds)			
7.	Shotgun - Federal Cartridge Top Gun 12GA 8-Shot Length: 2-3.4"/70mm Shot Weight: 1-1/8 oz. Federal item # TGL 12-8  10 cases (2,500 Rounds)	\$115.00/case – 250 rounds per case)	10 (250- round cases	\$1,150.00
	Delivery Price	No Charge – FOB Destination Freight prepaid and Allowed		
		<b>Total Final Price</b>		<b>\$20,500.00</b>

3. **Purchase Order** – The County will issue a Purchase Order for any order placed from this contract. Any future orders will have first be bid/quoted using the QVL contract. If the Contractor is lowest and best from a subsequent quote process, the contract will be amended to add the order.

4. **Contract Period** – The contract period shall run December 26, 2024 through January 18, 2026.

5. **Delivery** - The contractor shall deliver ordered ammunition to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. Actual delivery time must be coordinated with the Boone County Sheriff's Office by contacting Captain Brian Leer at 573-875-1111, extension 6428. Any delays must be promptly communicated to the Boone County Sheriff's Office.

6. **Warranty** – The standard manufacturer warranty shall apply.

7. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Billings may only include the price listed herein. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

8. **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.

9. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or

- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

**GULF STATES DISTRIBUTORS, INC.**

by  \_\_\_\_\_  
DocuSigned by:  
F49F87F2E8D941B...

title Vice President

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

 \_\_\_\_\_  
DocuSigned by:  
57400BED96434D4...

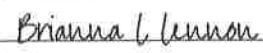
Presiding Commissioner

APPROVED AS TO FORM:

 \_\_\_\_\_  
DocuSigned by:  
7D71DEAEB9D74DD...

County Counselor

ATTEST:

 \_\_\_\_\_  
Signed by:  
D267E242BFB948C...

County Clerk

AUDITOR CERTIFICATION

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

2901/23200: \$10,650.00; 1251/23200: \$9,850.00

 \_\_\_\_\_ 12/23/2024 \_\_\_\_\_  
DocuSigned by:  
BE8FE1148A274E1...

Signature

Date

Appropriation Account

636 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

31st

day of

December

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with CaraSoft Technology Corp. for DocuSign Electronic Signature Licenses.

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

Done this 31st day of December 2024.

ATTEST:

Brianna L. Lennon  
Clerk of the County Commission

Kip Kendrick  
Presiding Commissioner

Justin Aldred  
District I Commissioner

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** December 2, 2024  
**RE:** Purchase Agreement: C000889 (CT170457009) - DocuSign Electronic Signature Licenses with CaraSoft Technology Corp.

Attached for signature is contract # C000889 (State of MO cooperative contract CT170457009) - DocuSign Electronic Signature Licenses with CarahSoft Technology Corp. This is for the licenses that allow the County to route documents through DocuSign for electronic signature. There are 20 seats included: Purchasing (3), Children's Services (2), Legal (2), Information Technology (1), Resource Management (1) and Sheriff (10). (1) is an extra license because it's cheaper to purchase 20 to get the discount than to purchase 19.

Total cost of agreement for the period 01/01/25 - 12/31/25 is \$14,866.43 and will be paid from department 1118 – Purchasing, account 70100 - Software Subscriptions. \$15,000 is budgeted for 2025.

cc: Contract File

12/02/24

2025

RQST  
DATE

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

15675

CarahSoft

CT170457009

VNDR #

VENDOR NAME

BID #

Ship to Dept #:

Bill to Dept #:

Dept	Account	Item Description	Qty	Unit Price	Amount
1118	70100	Purchasing: DocuSign Enterprise Pro for State and Local Government - seats: DSI-0000487-491 and Premier	3	\$782.45	\$2,347.35
1118	70100	IT: DocuSign Enterprise Pro for State and Local Government - seats: DSI-0000487-491 and Premier	1	\$782.44	\$782.44
1118	70100	Resource Management: DocuSign Enterprise Pro for State and Local Government - seats: DSI-0000487-491 and	1	\$782.44	\$782.44
1118	70100	Legal: DocuSign Enterprise Pro for State and Local Government - seats: DSI-0000487-491 and Premier	2	\$782.45	\$1,564.90
1118	70100	Sheriff: DocuSign Enterprise Pro for State and Local Government - seats: DSI-0000487-491 and Premier	10	\$782.44	\$7,824.40
1118	70100	Community Services: DocuSign Enterprise Pro for State and Local Government - seats: DSI-0000487-491 and	2	\$782.45	\$1,564.90
1118	70100	One (1) extra free license. Cheaper to purchase 20 for a discount then to get 19.	1	\$0.00	\$0.00
		FE contract #C000889			\$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: 14,866.43

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.

Melinda S. [Signature]  
Approving Official

*PV*

\_\_\_\_\_  
Prepared By

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

**PURCHASE AGREEMENT FOR  
NASPO CLOUD SOLUTIONS FOR DOCUSIGN LICENSES**

**THIS AGREEMENT**, County Contract Number **C000889**, dated the 31st day of December 20<sup>24</sup> is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Carahsoft Technology Corporation** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a Term and Supply contract for **NASPO Cloud Solutions for DocuSign Licenses** in compliance with all bid specifications and any addendums issued for State of Missouri Contract Number **CT170457009** and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications and literature submitted with the original bid response may be permanently maintained in the County Purchasing Office and/or the State of Missouri contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and State of Missouri Contract # **CT170457009**, including Boone County's Standard Terms and Conditions shall prevail and control over the vendor's quote response.

2. **Contract Duration** - This agreement shall commence on **January 1, 2025 and extend through December 31, 2025** subject to the provisions for termination specified below. The county may renew the contract for two, one-year renewal periods.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with NASPO Cloud Solutions at the discounts and pricing outlined in cooperative contract **CT170457009** as ordered and as needed by the County.

<u>Description</u>	<u>Price</u>	<u>Qty.</u>	<u>Extended</u>
eSignature Enterprise Pro for State and Local Government – Seats Part Number: DSI-0000487-491	\$609.28	20	\$12,185.60
Premier Support Part Number: DSI-0000075-491	\$2,680.83	1	\$2,680.83
<b>TOTAL</b>			<b>\$14,866.43</b>

4. **For Fixed Asset Tracking** – Send list of any equipment purchased from this contract, with their individual serial numbers to Boone County Information Technology, 801 E. Walnut, Room 220, Columbia, MO 65201 within thirty (30) days from date of purchase order.

5. **Delivery** - Vendor agrees to deliver within 30 days after receipt of order.

6. **Billing and Payment** - All billing shall be invoiced to the appropriate Office / Department placing the order and billings may only include the prices listed within the quote. Refer to the Purchase Order for billing and delivery addresses. No fees or charges other than what was included in the quote(s) may be charged. The County agrees to pay all invoices within thirty days of receipt of a correct and valid invoice.

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. This Agreement shall be governed under

the laws of the State of Missouri and any action relating hereto shall be brought in the Circuit Court of Boone County, Missouri.

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

- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

**CARASOFT TECHNOLOGY CORPORATION**

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

Signed by:  
  
 By \_\_\_\_\_  
 027A1866BB87452...

DocuSigned by:  
  
 \_\_\_\_\_  
 574008ED96434D4...

Kip Kendrick, Presiding Commissioner

Contracts Manager  
Title \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
  
 \_\_\_\_\_  
 7D71DEAEB9D74DD...

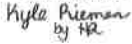
CJ Dykhouse, County Counselor

Signed by:  
  
 \_\_\_\_\_  
 D267E242BFB948C...

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:  
  
 \_\_\_\_\_  
 EB91DB24AAAC49D...

Signature

12/19/2024

Date

Term & Supply  
Initial Order: 1118-70100 / \$14,866.43

Appropriation Account



637 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

31st

day of

December

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement with Great River Engineering for a Topographic Survey on multiple roads including Ridge Road, Sugar Creek Drive and Smith Hatchery Road.

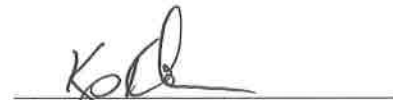
The terms of the Agreement are stipulated in the attached document. It is ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 31st day of December 2024.

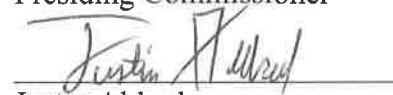
ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



Kip Kendrick  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the 31st day of December, 2024, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

**Consultant Name:** Great River Engineering, 630 Bolivar St., Suite 203, Jefferson City, Missouri 65101

**Project/Work Description:** Topography surveys on 3 separate locations 1)Ridge Road; 2)Sugar Creek Drive; and 3) Smith Hatchery Road; specifically areas shown on attached maps .

**Proposal Description:** Topography Survey on stated roads to include Temporary Benchmarks, Horizontal & Vertical Control Points, capture of selected data, etc. as fully outlined in the attached request for proposal, except item 8, issued by the County, and proposal Exhibits A & B provided by Consultant.

**Modifications to Proposal:** Fees and expenses shall not exceed \$18,300 for the entire project without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

**GREAT RIVER ENGINEERING**

DocuSigned by:  
By Spencer Jones  
Title Principal  
Dated: 12/19/2024

**BOONE COUNTY, MISSOURI**

DocuSigned by:  
By [Signature]  
Presiding Commissioner  
Dated: 12/31/2024

**APPROVED AS TO FORM:**

DocuSigned by:  
[Signature]  
County Attorney

**ATTEST:**

Signed by:  
[Signature]  
County Clerk

**APPROVED:**

Signed by:  
Bill Floria  
Resource Management Director

**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 appropriations sufficient to pay the costs arising from this contract.

DocuSigned by:  
Kyle Risman 12/20/2024  
Auditor Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 24

In the County Commission of said county, on the 31st day of December 20 24


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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Annual Consultant Service Agreements with Howe Company, LLC & Midwest Engineering Co.

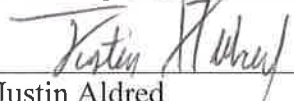
Terms of the agreement are stipulated in the attached documents. It is further ordered the Presiding Commissioner is hereby authorized to sign the agreements.

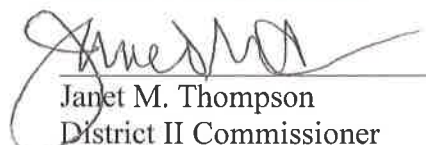
Done this 31st day of December 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 31<sup>st</sup> day of December, 2024, by and between Boone County, Missouri, a first-class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Midwest Engineering Group, LLC (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2025, or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2025. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed, nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

**2.2 Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

**2.3 Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

**2.4 Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

**3. Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.



IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**MIDWEST ENGINEERING GROUP, LLC**

**BOONE COUNTY, MISSOURI**

By  \_\_\_\_\_  
Signed by: 7638818A421E5

By  \_\_\_\_\_  
DocuSigned by: 674008E006434D4

Title Project Engineer

Presiding Commissioner

Dated: 12/16/2024

Dated: 12/19/2024

APPROVED AS TO FORM:

ATTEST:

 \_\_\_\_\_  
DocuSigned by: 70710EAE89074DD

 \_\_\_\_\_  
Signed by: 0207E2429FB948C

County Attorney

County Clerk

APPROVED:

 \_\_\_\_\_  
Signed by: F4531E90C34148F

Director, Boone County Resource Management

639 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 24

County of Boone

} ea.

In the County Commission of said county, on the

31st

day of

December

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the application for organizational use of the Boone County Government Center Chambers by Local Motion on Tuesday, January 28, 2025, from 4:30 p.m. until 7:30 p.m. for the Locals in Motion January Meeting.

Done this 31st day of December 2024.

ATTEST:

Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner  
Justin Aldred  
District I Commissioner  
Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Local Motion

Address: 201 W Broadway Building 2 Suite A

City: Columbia State: MO ZIP Code 65203

Phone: 573.999.9894 Website: lomocomo.org

Individual Requesting Use: McKenzie Ortiz Position in Organization: Advocacy Coordinator

Facility requested:  Chambers  Room 214  Room 301  Room 332

Event: Locals in Motion- January Meeting

Description of Use (ex. Speaker, meeting, reception): Group meeting

Date(s) of Use: 1/28/2024

Start Time of Setup: 4:30 PM AM/PM Start Time of Event: 5 PM

End Time of Event: 7 PM AM/PM End Time of Cleanup: 7:30 PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: McKenzie Ortiz / Local Motion Advocacy Coordinator

Phone Number: 316-312-0296 Date of Application: 12/27/2024

Email Address: mckenzie@lomocomo.org

**Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).**

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

County Clerk

BOONE COUNTY, MISSOURI

County Commissioner

DATE: 12/31/2024