

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 11

County of Boone

} ea.

In the County Commission of said county, on the

27th

day of January

20 11

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

Now on this day the County Commission of the County of Boone does hereby approve Amendment # 2 to contract 38-19Aug08 – Topographic and Planimetric Mapping with The Sanborn Map Company, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 27th day of January, 2011.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 26, 2011
RE: Amendment Number Two – 38-19AUG08 – Topographic and Planimetric Mapping

Attached is Amendment Number Two to contract *38-19AUG08 – Topographic and Planimetric Mapping* with The Sanborn Map Company, Inc. The amendment is to expand the current contract with Sanborn to include technical mapping services related to adjusting base elevation data within the City of Columbia Metro Area and complete outstanding deliverable products needed to fulfill the USGS and Corps of Engineers \$115,000 cost-share contract and Boone County contract requirements respectively. This amendment is being entered into at no additional cost to the County with associated costs being covered by liquidated damages as a result of delays with deliverables.

cc: Jason Warzinik, GIS Manager
Tom Schauwecker, Assessor
Bid File

**CONTRACT AMENDMENT NUMBER TWO
PURCHASE AGREEMENT FOR
TOPOGRAPHIC AND PLANIMETRIC MAPPING
BID # 38-19AUG08**

The Purchase Agreement dated October 6, 2008 made by and between **Boone County, Missouri**, hereinafter County, and **The Sanborn Map Company, Inc.**, hereinafter Contractor, for and in consideration of the performance of the respective obligations of the parties set forth herein, and as further amended by Contract Amendment Number One, is further amended as follows:

WHEREAS, the parties have entered into Agreements which required Contractor to produce certain deliverables within specified time frames; and

WHEREAS, Contractor has not provided deliverables in a schedule consistent with the Contract documents, such that there are currently liquidated damages, calculated at the rate of \$500.00 per day, in excess of \$36,000.00; and

WHEREAS, County requires additional work be completed on the data covering the breaklines at the boundaries of the City of Columbia metro area in order to satisfy the requirements of the United States Geological Survey, which has agreed to provide certain grant funding for this project; and

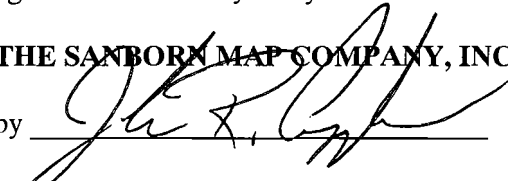
WHEREAS, the parties desire to enter into an agreement to memorialize the deliverables that remain pending under the existing Agreement with Contractor and the new, additional deliverables to be provided, as well as enter into agreements about the pending liquidated damages assessment as consideration for the additional work, as well as to ensure a final completion of all deliverables under all Agreements between the County and Contractor by a date certain;

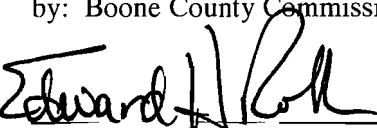
NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

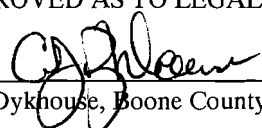
1. The terms of the parties original Purchase Agreement and Contract Amendment Number One are incorporated herein by reference and remain in full force and effect except as specifically modified herein.
2. As and for the consideration of a total contract price not to exceed \$36,000.00, to be billed and tracked on a time and material basis, Contractor agrees to provide the following, additional services to correct and update the City of Columbia breakline data:
 - 2.1. Drape / edit for hydro flattening
 - 2.2. Edge match drainage
 - 2.3. Hydro enforce monotonicity
 - 2.4. Generate surface, tins and create 1 meter DEM rasters for delivery.
3. Contractor will complete the following deliverables, which are pending from the existing contracts, as soon as possible and not later than the date certain provided for in this agreement:
 - 3.1. Topographic/Planimetric gbd files: 12 files finally accepted by the County as accurate and complete.
 - 3.2. 1 meter DEM grids for 46 "super tiles" accepted by the County as accurate and complete.
 - 3.3. Fully classified LiDAR data accepted by the County as accurate and complete.
 - 3.4. Updated DTM Breakline and Mass point layers based on corrected breaklines and hydro flattening work.
 - 3.5. Basic 3D sugar cube style buildings for all of Boone County proper.
 - 3.6. FGDC compliant metadata at project level.
 - 3.7. Topo and Plan CAD DWG for each Boone County proper tile.

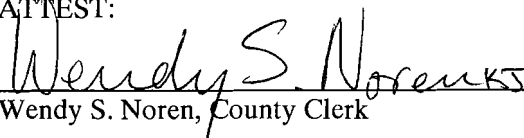
4. County and Contractor agree to work with each other to provide whatever information is reasonably necessary to complete the foregoing deliverables.
5. Provided all deliverables as set out above are delivered and accepted by the County as accurate and complete no later than **March 14, 2011**, then the County will offset the time and material charges associated with the new deliverables, with a total contract not to exceed \$36,000.00, against the existing liquidated damages *which for purposes of this Agreement only* the County will agree totals \$36,000.00. If Contractor does not fully perform as set out herein by March 14, 2011, however, County reserves the right to assess liquidated damages on the schedule set out in the original agreement with Contract, at the rate of \$500/day for each day any deliverable was beyond the provided-for delivery time. Further, County shall be entitled to additional liquidated damages, actual damages being impossible to ascertain, in the amount of \$500.00/day for each day the additional deliverables set out in paragraph 2 hereof is delivered after March 14, 2011. It is the intent of the County to use the stipulated \$36,000.00 figure of liquidated damages as a setoff for the contract not to exceed sum of \$36,000.00 for the additional work set out in paragraph 2; the stipulation of liquidated damages at that level is solely for purposes of this Agreement and is conditioned upon Contractor providing, and the County accepting as accurate and complete, all deliverables as set out herein no later than March 14, 2011, it being the County's position that *actual* liquidated damages incurred to-date are *in excess* of \$36,000.00. Otherwise, the County will seek liquidated damages as provided for in the original Agreement and this Contract Amendment Number Two, less an offset for time and material charges for the work set out in paragraph 2, with said time and material charges for work set out in paragraph 2 not to exceed \$36,000.00.
6. It is understood by Contractor that County's acceptance of deliverables as accurate and complete will require County to obtain the assent of the United States Geological Survey, which will be providing grant funding for this project.
7. Contractor shall provide progress statements to County at regular intervals of not more than thirty (30) days, documenting the progress made on all deliverables due and owing from the date of the last progress statement. These communications from Contract are intended to provide assurance to County that work is progressing in a timely manner on all outstanding items.
8. Billing for all new deliverables provided for in paragraph 2 shall be by a lump sum billing after delivery and acceptance of all work and shall not be on a monthly basis, it being the intent of Contractor to bill a lump sum against the stipulated liquidated damages amount for purposes of this Agreement.

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

THE SANBORN MAP COMPANY, INC.
 by 
 title CEO

BOONE COUNTY, MISSOURI
 by: Boone County Commission

 Edward H. Ross, Presiding Commissioner

APPROVED AS TO LEGAL FORM:

 C.J. Dykhouse, Boone County Counselor

ATTEST:

 Wendy S. Noren, County Clerk

Commission Order: _____

AUDITOR CERTIFICATION

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

James E. Pitchford
Signature *by ap*

1/26/11
Date

2010 / 71101 / \$36,000.00
No Encumbrances Required
Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 27th day of January 20 11

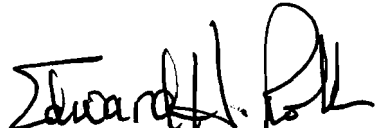
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the cooperative term and supply contract C111077004 Patrol Vehicles with Lou Fusz – Chrysler, Jeep, Dodge, Ram of O’Fallon, MO, for 1 2011 Dodge Charger police package totaling to \$24,000.00. It is further ordered the Presiding Commissioner is hereby authorized to sign said term and supply contract.

Done this 27th day of January, 2011.

ATTEST:

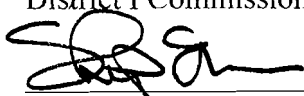

Wendy S. Noren
Clerk of the County Commission



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 26, 2011
RE: C111077004 – Patrol Vehicles: Model Year 2011 – Dodge Charger

Purchasing and the Sheriff Department request permission to utilize the State of Missouri cooperative term and supply contract C111077004 – Patrol Vehicles with Lou Fusz-Chrysler, Jeep, Dodge, Ram of O'Fallon, Missouri.

The order is for one (1) 2011 Dodge Charger Police Package for a total cost of \$24,000.00 and will be paid from department 2901 – Sheriff Operations LE Sales Tax, account 92400 – Replacement Auto / Trucks. \$214,200.00 was budgeted for (9) patrol vehicles.

cc: Contract File
Chad Martin, Leasa Quick / Sheriff Dept.

**PURCHASE AGREEMENT
FOR
PATROL VEHICLES: MODEL YEAR 2011
DODGE CHARGER**

THIS AGREEMENT dated the 27 day of January 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Lou Fusz-Chrysler, Jeep, Dodge, Ram** 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 **Patrol Vehicles: Model Year 2011** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract number **C111077004**, letter from Donna Garrison dated January 2011 outlining add-ons and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the State of Missouri Contract number C111077004 shall prevail and control over the vendor's bid response.

2. **Purchase** – This is a term and supply contract. For the initial order, the County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) of the following:

- | | |
|---|-------------|
| • 2011 Dodge Charger Police Package | \$22,654.00 |
| • Dealer Prep (Line Item 031) | \$421.00 |
| • Street Appearance Package (Line Item 025) | \$495.00 |
| • Delivery (Line Item 030: 196 miles x 1.25) | \$245.00 |
| • Deactivate Rear Windows and Doors | \$25.00 |
| • Heated Mirrors (Included with Line Item 025) | \$0.00 |
| • Full Size Spare (Line Item 019) | \$160.00 |
| • For a total cost of | \$24,000.00 |
| • Color: Exterior: Brilliant Black with Crystal Pearl Clear Coat
Interior: Dark Slate Gray | |

3. **Delivery** - Vendor agrees to deliver vehicles as set forth in the bid documents and within 90-120 days after receipt of order. Delivery shall be to Boone County Sheriff, Attn: Chad Martin, 2121 County Drive, Columbia, MO 65202.

4. **Title** – Title in the name of: Boone County Sheriff. Address: 601 E. Walnut Street, Room 208, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the vendor's bid response. No additional fees for

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

**LOU FUSZ-CHRYSLER, JEEP,
DODGE, RAM**

by *Loane Garrison*
title *Commercial Fleet
Manager*

BOONE COUNTY, MISSOURI

by: Boone County Commission
Edward H. Robb
Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

J. Blouse
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

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

Jane E. Pittsford by KP 1/26/11
Signature Date

2901 / 92400 - \$24,000.00

Appropriation Account

PVR

1/24/2011

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

REQUEST
DATE

Lou Fusz-Chrysler

To: County Clerk's Office

VENDOR
NO.

VENDOR NAME

Comm Order # 39-2011

3480 Hwy K

O'Fallon

ADDRESS

CITY

Return to Auditor's Office

Please do not remove staple.

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$2500 to \$4,499)
- Purchase is <\$2500 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#C111077004

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2901

Bill to Department # 2901

Department	Account	Item Description	Qty	Unit Price	Amount
2 9 0 1	9 2 4 0 0	2011 Dodge Charger Police Package	1	22654	22654
		Line Item 031 – Dealer prep	1	421	421
		Street Appearance package – line item 025	1	495	495
		Delivery – line item 030 (196 miles x 1.25)	1	245	245
		Deactivate rear windows and doors	1	25	25
		Heated Mirrors – included with line item 025	1	N/C	N/C
		Line item 019 – Full size spare	1	160	160
		Exterior Color = Brilliant Black with Crystal Pearl Clear Coat			
		Interior Color = Dark Slate Gray			
		TOTAL			24000

I certify that the goods, services or charges specified above 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.

Chad Martin

Prepared By

Requesting Official

Auditor Approval

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

January 2011

To Whom It May Concern:

Hello my name is Donna Garrison and I am the Commercial/Fleet Manager for Lou Fusz. Lou Fusz has been awarded the State of Missouri Bid Contract. I am your contact person for any question or to place orders for 2011 Dodge Charger Pursuit. I do all the ordering and up fitting and delivery.

Enclosed is an Order Form for your convenience plus for placing orders. To process orders please check off OPTIONS wanted, do the Additions, Sign and Date, Address, Phone. I will contact you to confirm and go over your order. Order will then be placed. Orders are to be delivered to Lou Fusz in about 120 days. After delivery, cars have to be check in and inspected by Lou Fusz. If any Up Fitting needs to be done it will be done at that time to get car ready for delivery or pickup by you.

Lou Fusz does so much volume in vehicle sales we are able to help SAVE with UP- FITTING your Police Vehicles. We work with most Companies you are familiar with plus some New Companies. If you would like to know more details, please call for PRICING and NEW OPTIONS available.

We will contact you ASAP when all prep work is done, and ready for delivery. Lou Fusz is very proud to be able to serve you with 2011 Dodge Charger Pursuit: the finest addition to the force we've ever offered.
Look forward to talking to each and everyone.

Thank You,
Donna Garrison
Commercial/Fleet Manager

Lou Fusz Chrysler Jeep Dodge Ram

Cell 636-448-0146

2011 Dodge Charger Pursuit // THE MEAN STREETS JUST GOT SAFER.

Contact: Donna Garrisons
 Commercial/Fleet Manager
 Cell 636-448-0146

PLEASE FAX ORDER TO: 636-442-8126
 ATTN: Donna Garrison

2011 Charger Pursuit Order Form (one form per color car)

Name _____	Purchase Order # _____
Address _____	Date Order# _____
City/State _____	#of Cars Ordered _____
Contact _____	Total Cost _____
Office Phone _____	Paid By _____
Cell Phone _____	

Signature _____ Date _____

2011 Charger Pursuit Base Car Only No Options \$23,075.00
 With 5.7 V8 Hemi

Primary Colors:

_____ Billet Metallic Clear Coat	N/C
_____ Bright White Clear Coat	N/C
_____ Brilliant Black Crystal Pearl Coat	N/C
_____ Tungsten Metallic Clear Coat	N/C

OPTIONS: (if desired)

Special Production Colors:

	Price	
_____ Blackberry Pearl Coat	\$295.00	\$ _____
_____ Electric Blue Pearl Coat (call avail)	\$500.00	\$ _____
_____ Michigan State Blue (call avail)	\$500.00	\$ _____
_____ Redline 3 Coat Pearl	\$995.00	\$ _____
_____ Sheriffs Tan (call avail)	\$500.00	\$ _____
_____ Toxic Orange Pearl Coat	\$295.00	\$ _____
_____ Bright Silver	\$500.00	\$ _____
_____ White Gold	\$500.00	\$ _____

Color/Trim

_____ HD Cloth Bucket & Rear Bench Seats		N/C
_____ HD Cloth Bucket Seats W/Vinyl Rear	\$120.00	\$ _____

Lou Fusz

OPTIONS: (if desired)

_____ 18" Wheel Covers ,delete & replace with standard Hub Caps (for 4)	\$120.00	\$ _____
_____ Left Spot Lamp	\$200.00	\$ _____
_____ Right Matching Spot Lamp	\$200.00	\$ _____
_____ Black Vinyl Floor Covering	\$75.00	\$ _____
_____ Engine Block Heater	\$95.00	\$ _____
_____ California Emissions Code		N/C
_____ Equipment Mounting Bracket n/a w/AEB		N/C
_____ Front Reading Map Lamps included w/ABE		N/C
_____ Full Size Spare Tire W/Matching WHL	\$160.00	\$ _____
_____ P225/60R18BSW Performance Tires		N/C
_____ Deactivate Rear Doors/Windows	\$25.00	\$ _____
_____ Power Heated Mirrors Fold-Away inclu w/AES	\$60.00	\$ _____
_____ Base Engine Controller included w/ERB; M/H EZH		N/C
_____ Delete Floor Console		N/C
_____ Flex Fuel		N/C
_____ Detective Street Appearance Group includes: 18x7.5 Aluminum Wheels Fog Lamps Front/Rear Climate Control Outlets Front Reading/Map Lamps Full Length Floor Console Illuminated Front Cup holders Power Heated Mirrors, Fold-Away Rear Stabilizers Bar	\$495.00	\$ _____
_____ Convenience Group 1 includes: Power Adjustable Pedals Power Front Driver Passenger Seats	\$1,125.00	\$ _____
_____ Entire Fleet Alike Key (FREQ 1)	\$40.00	\$ _____
_____ (FREQ 2)	\$40.00	\$ _____
_____ (FREQ 3)	\$40.00	\$ _____
_____ (FREQ 4)	\$40.00	\$ _____

Sub Total \$ _____

Delivery \$1.50 per Mile round trip X _____ = _____ + _____

Total \$ _____



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

January 13, 2011

CONTRACT TITLE: Patrol Vehicles: Model Year 2011

CURRENT CONTRACT PERIOD: January 3, 2011 through End of 2011 Model Year

BUYER INFORMATION: Tammy Michel
 (573) 751-3114
tammy.michel@oa.mo.gov

RENEWAL INFORMATION	NO RENEWAL OPTION AVAILABLE
----------------------------	------------------------------------

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
 PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.
 Local Purchase Authority shall not be used to purchase supplies/services included
 in this contract unless specifically allowed by the contract terms.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C111077001	4309186700 0	Joe Machens Ford Contact: Steve Veltrop, Jr. 1911 West Worley Columbia, MO 65203 Phone: (573) 445-4411 ext. 119 Fax: (573) 445-8164	No	Yes
C111077002	4313370020 1	Don Brown Chevrolet, Inc. and Ally Contact: David Helterbrand 2244 South Kingshighway St. Louis, MO 63110 Phone: (314) 772-1400 Fax: (314) 772-1022	No	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C111077003	4312893570 3	West Brothers Chevrolet Contact: John Schaefferkoetter 47 North Service Road Sullivan, MO 63080 Phone: 573-205-3925 Email: johns@westbrothers.com	No	Yes
C111077004	4312062830 4	Lou Fusz-Chrysler, Jeep, Dodge, Ram Contact: Donna Garrison 3480 Hwy K O'Fallon, MO 63368 Phone: 636-448-0146 Fax: 636-442-8126	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
01/03/11- End of 2011 Model Year	01/13/11	Line Item 019 was corrected by deleting the word (credit) and Line item 031 pricing was corrected to read \$421.00 for contract C111077004.
01/03/11- End of 2011 Model Year	01/07/11	Initial issuance of new statewide contract

PATROL CARS – 2011 MODEL YEAR
(Statewide)

GENERAL INFORMATION

C111077001, C111077002, C111077003, and C111077004 are established for the purchase of model year 2011, police package sedans. These are law enforcement vehicles and their purchase must be intended for law enforcement use. Specific information on warranty, ordering and delivery terms follows. Vehicle specifications and prices, including options, are included herein.

BRAND AND MODEL

C111077001:	Brand: Ford	Model: Crown Victoria Police Interceptor
C111077002:	Brand: Chevrolet	Model: Impala
	Brand: Chevrolet	Model: Tahoe
C111077003:	Brand: Chevrolet	Model: Caprice 9C1
C111077004:	Brand: Dodge	Model: Charger Police

WARRANTY

The Standard Factory Warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the unit is placed in service. If special forms must be filed with the contractor, the State of Missouri will comply with this request.

The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

ORDERING

The agency shall issue its own PGQ (Quick Price Agreement) order on an as needed basis. The contractor must not ship until they are in receipt of a hard copy PGQ order.

The commodity service code to use for line items 001, 007, 010 and 017 in SAM II will be 07006. The commodity service code to use for line item 016 will be 07048.

DELIVERY

Must be made between the hours of 8:00 AM and 12:00 Noon or 1:00 PM and 4:00 PM, Monday through Friday, holidays excepted.

In the event the contractor fails to deliver the vehicle by the stated ARO time, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. The State of Missouri reserves the right to exercise this clause on a case-by-case basis, and to consider the degree of contractor responsibility in the delay.

PATROL CARS – 2011 MODEL YEAR
(Statewide)

Contract Number: C111077001

Contractor: Joe Machens Ford

Line Item 001

Commodity Service Code: 07006

MAKE/MODEL: 2011 Ford Crown Victoria Police Interceptor

PRICE: \$25,023.00

EQUIPMENT INCLUDED IN PRICE

- | | |
|--|---|
| <ul style="list-style-type: none">-V-8, 4.6 Liter Flexible Fuel Engine-Heavy-Duty Cooling System-Auxiliary Engine Oil Cooler-Rear Wheel Drive-Air Conditioning-4 speed Automatic Transmission with Overdrive-3.27 to 1 Rear Axle Ratio-Speed Control-Heavy Duty Power Steering with Oil Cooler-Anti-lock braking system with power booster-Front License Bracket-Spotlight Provision, Left Hand with 6" Unity Halogen Spotlight Installed-200 Ampere, Maximum Output Alternator-78 Ampere Hour Battery-Automatic Trunk Release-Heavy Duty Cloth Fabric Front Bucket Seats (option21A)-Reinforced Cloth Fabric Rear Bench Seat-Standard production solid color exterior and standard interior trim-Body on frame construction-AM/FM Radio-Radio Noise Suppression Package-Power Windows and Door Locks-Power adjustable brake and accelerator pedals-Engine Hour Meter | <ul style="list-style-type: none">-Full carpeting, both front and rear & floor mats-Protective body side moldings-Intermittent Wipers-Tilt Steering Wheel-Speedometer, Police Type, 0-140 MPH, certified for accuracy within two percent-Five Tires, P235/55R17 BSW "W" speed rated-Five wheels, heavy duty steel, 17" x 7.5", Equipped with Full Wheel Covers-Heavy-Duty Front and Rear Springs and Shock Absorbers-20.6 minimum cubic feet luggage compartment capacity-Heavy-Duty Front and Rear Stabilizer Bars-Auxiliary Dome Lamp, High Intensity-Single Key Locking System-Air Bags: Driver and Passenger Air Bags-Power Driver Seat-Side Air Bags: Driver and Passenger-Interceptor Trunk Pack (option code 14T)-Police Power Pigtail (Option Code 179)-Grill Lamp, Siren and Speaker, Wiring (Option Code 172)-Automatic Fire Suppression System (Option Code 60S)-Courtesy Lamp Disable (Option Code 478)-Electric Rear Window Defroster-Rear Inside door locks and handles fully operable |
|--|---|

AVAILABLE OPTIONS

Line Item 002 – \$ 319.00 (credit)

Power driver seat, delete and replace with manual adjustment seat

Line Item 003 – \$ 189.00 (credit)

Speed control, delete

Line Item 004 – \$38.00 (credit)

Full wheel covers, delete and replace with standard police hub caps

Line Item 005 – \$ 160.00 (credit)

Ford Police Interceptor Trunk Pack, delete

Line Item 006 – \$ 2,936.00 (credit)

Ford Automatic Fire Suppression System, delete

DELIVERY: 90-120 days after receipt of order - Subject to delays.

**PATROL CARS – 2011 MODEL YEAR
(Statewide)**

The following line items will apply to co-operative procurement and state agency orders.

Line Item 026 - \$625.00 per vehicle

Other state agencies and cooperative procurements may purchase cars off of this contract. The total vehicle preparation cost for the vehicles processed through the contractor's dealership is a per vehicle price.

Line Item 030 - \$.40 per mile

Total round trip per mile to deliver the cooperative procurement and other state agencies vehicles if requested.

Contract Number: C111077002

Contractor: Don Brown Chevrolet, Inc. and Ally

Line Item 007

Commodity Service Code: 07006

MAKE/MODEL: 2011 Chevrolet Impala 9C1

PRICE: \$19,183.00

EQUIPMENT INCLUDED IN PRICE

- | | |
|--|--|
| <ul style="list-style-type: none">-V-6, 3.9 Liter Gasoline Engine with Heavy-Duty Cooling System-Heavy-Duty Cloth Fabric Rear Bench Seat-AM/FM Stereo-Front Wheel Drive-Radio Noise Suppression Package-Air Conditioning-Power Windows and Door Locks-4 Speed Automatic Transmission with Overdrive/Column Shifter and External Oil Cooler-Electric Rear Window Defroster-Cruise Control-Full Carpeting, both Front and Rear-Protective Body Side Moldings-Heavy Duty Power Rack And Pinion Steering With Oil Cooler-Police Type 0-140 mph Speedometer Certified For Accuracy Within 2%-Heavy-Duty Fade Resistant Four Wheel Anti-Lock Disc Brakes with Power Booster-Driver and passenger front air bag-Side Curtain Air Bags Driver and passenger-Driver and front passenger seat mounted thorax air bags-Front and Rear Floor mats-Rear inside door locks and handles fully operable | <ul style="list-style-type: none">-Power Adjusting driver and passenger seat-Four Wheel Heavy Duty Independent Suspension-Four (4) P225/60R16 BSW "V" speed rated tires-Four (4) 16" x 6.5" heavy duty steel wheels.-Manufacturers optional full wheel covers.-Compact Spare tire/wheel-150 Ampere Alternator-720 CCA Battery-Intermittent Wipers-Automatic Trunk Release-Tilt Steering Wheel-Reinforced Heavy Duty Front Bucket Seats with heavy duty cloth fabric-Front License Bracket-No Center Console-Spotlight Provision; Left Hand With 6" Unity Halogen Spotlight-Single Key Locking System-Standard Production Solid Color Exterior and Standard Interior Trim-Auxiliary Dome Lamp-Grill Lamp, Siren and Speaker Wiring-Trunk Key Lock Cylinder |
|--|--|

AVAILABLE OPTIONS

Line Item 008 – \$ 96.00 (credit)

Full Wheel covers, delete

Line Item 009 – \$ 0.00

Detective Street Appearance Package (9C3 Option)

MUST STATE 9C3 AT TIME OF ORDER

DELIVERY: Approximately 80 days after receipt of order.

PATROL CARS – 2011 MODEL YEAR
(Statewide)

The following line items will apply to co-operative procurement and state agency orders.

Line Item 027 - \$495.00 per vehicle

Other state agencies and cooperative procurements may purchase cars off of this contract. The total vehicle preparation cost for the vehicles processed through the contractor's dealership is a per vehicle price.

Line Item 030 - \$ 1.10 per mile

Total round trip per mile to deliver the cooperative procurement and other state agencies vehicles if requested.

Contract Number: C111077003

Contractor: West Brothers Chevrolet

Line Item 010

Commodity Service Code: 07006

MAKE/MODEL: 2011 Chevrolet Caprice 9C1 Police Package Sedan

PRICE: \$24,662.00

EQUIPMENT INCLUDED IN PRICE

- V-8, 6.0 Liter Gasoline Engine
- Auxiliary Engine Oil Cooler
- Six (6) Speed Automatic Transmission with Overdrive
- 2.92 to 1 Rear Axle Ratio, limited slip
- 4 Wheel heavy duty disc anti-lock braking system with power assist
- 170 Ampere with idle boost alternator
- Heavy duty bucket seats, reinforced for increased support
- No Center Console
- Heavy duty cloth rear bench seat.
- Driver and Passenger side curtain airbags
- Heavy Duty Cooling System
- Rear Wheel Drive
- Floor Mounted Shift lever without console
- Heavy Duty Power Rack and pinion with auxiliary oil cooler
- Heavy Duty 4 wheel independent suspension equipped with heavy duty front and rear stabilizer bars.
- 700 c.c.a battery, located in trunk
- Front seat covered with heavy duty cloth fabric
- Power adjusting driver and passenger seats.
- Driver and front passenger air bags
- Front Seat back mounted thorax air bags
- AM/FM Radio
- Power Windows with rear window lockout switch
- Rear inside door locks and handles fully operable
- Deck lid key lock cylinder
- Cruise Control
- Full Carpeting, both front and rear
- Speedometer, Police Type, 0-160 MPH, Certified for accuracy 0 to 120 +/- 2 MPH.
- Five (5) Wheels, 18" x 8" heavy duty Steel Wheels, (includes full size spare)
- Intermittent Windshield Wiper with Windshield washer
- Spotlight Provision, Left Hand with 6" Unity Halogen Spotlight installed
- Courtesy Lamp Disable
- Horn/Siren Wiring Circuit
- Standard Production Solid Color exterior and standard interior trim
- Police Radio Noise Suppression Package
- Power door locks
- Automatic Trunk Release
- Power heated rear view mirrors
- Electric Rear Window Defroster
- Front and rear carpeted mats
- Five (5) tires, P235/50R18 BSW "W" speed rated (includes full size spare)
- Bolt-on Aluminum center caps
- Front License Bracket
- Overhead high intensity auxiliary dome lamp
- Grill lamp, siren and speaker wiring
- Single Key Lock System with 2 keyless entry key fobs.

PATROL CARS – 2011 MODEL YEAR
(Statewide)

AVAILABLE OPTIONS

Line Item 011 – \$ 212.50

600 c.c.a auxiliary equipment battery, located in trunk. Includes isolator to prevent main battery run down.

Line Item 012 – \$ 51.00 (credit)

Power, heated outside rearview mirrors, delete and replace with standard outside mirrors.

Line Item 013 – \$0.00

Head curtain roof rail mounted airbags, combined front and rear passenger.

Line Item 014 – \$ 80.75

Top Speed Limiter. Limits top speed to 130 mph.

Line Item 015 – \$ 0.00

Detective Street appearance package (9C3 Option)

DELIVERY: 60-80 days after receipt of order - Subject to delays.

The following line items will apply to co-operative procurement and state agency orders.

Line Items 028 - \$335.00 per vehicle

Other State agencies and Cooperative Procurements may purchase cars off this contract. The total vehicle preparation cost for the vehicles processed through the contractors dealership is a per vehicle price.

Line Item 030 - \$0.75 per mile

Total round trip per mile to deliver cooperative procurement and other state agencies vehicles if requested.

PATROL CARS – 2011 MODEL YEAR
(Statewide)

Contract Number: C111077002

Contractor: Don Brown Chevrolet, Inc. and Ally

Line Item 016

Commodity Service Code: 07048

MAKE/MODEL: 2010 Chevrolet Tahoe PPV

PRICE: \$24,663.00

EQUIPMENT INCLUDED IN PRICE

- V-8 type, 5.3 liter gasoline engine with Heavy-duty cooling system and auxiliary engine oil cooler
- Rear wheel drive
- Front and rear air conditioning with integral heater and defroster.
- Six speed minimum automatic with overdrive transmission heavy duty for police operation.
- Body on frame construction
- 3.08 to 1 Rear Axle Ratio
- 6,700 lbs. G.V.W.R.
- Heavy duty power rack and pinion steering with auxiliary oil cooler.
- 4 wheel disc anti-lock braking system with power assist.
- Heavy-duty front and rear suspension equipped with heavy-duty front and rear stabilizer bars
- 160 ampere alternator
- Heavy duty 730 C.C.A battery
- Heavy duty high back front bucket seats reinforced for increased support
- Front Seats covered with heavy duty cloth fabric.
- No center console.
- Power driver and Front passenger seats
- Heavy duty vinyl bench rear seat.
- Driver and front passenger air bags.
- Side curtain air bags
- AM/FM stereo
- Front seat mounted thorax air bags
- Radio Noise Suppression Package
- Power windows with rear window lockout switch
- Power door locks
- Cruise Control
- Electric rear window defroster
- Full Color keyed carpeting.
- Front and Rear floor mats
- Protective Body Side Moldings
- Police Type Speedometer, 0-140 MPH, certified for accuracy within 2%.
- Five tires, P265/60R17 BSW, H speed rated. (includes spare)
- Five 17" x 7.5" heavy duty steel wheels (includes spare)
- Metal bolt-on chrome center caps.
- Intermittent wipers with windshield washer.
- Rear wiper/washer, lift gate
- Tilt steering wheel
- Deep tinted glass, all windows except windshield and front door windows which shall be a light tinted glass.
- Spotlight Provision, Left Hand With 6" Unity Halogen spotlight
- High intensity Auxiliary Dome Lamp
- Single Key Locking System
- Standard Production Solid Color Exterior and Standard Interior Trim
- Front License Bracket
- Rear inside door locks and handles must be fully operable
- Horn and Siren Wiring Circuit
- Rear Liftgate Lock Cylinder

DELIVERY: Approximately 80 days after receipt of order.

The following line items will apply to co-operative procurement and state agency orders.

Line Item 029 - \$ 495.00 per vehicle

Other state agencies and cooperative procurements may purchase cars off of this contract. The total vehicle preparation cost for the vehicles processed through the contractor's dealership is a per vehicle price.

Line Item 030 - \$ 1.10 per mile

Total round trip per mile to deliver the cooperative procurement and other state agencies vehicles if requested.

PATROL CARS – 2011 MODEL YEAR
(Statewide)

Contract Number: C111077004

Contractor: LouFusz-Chrysler, Jeep, Dodge, Ram

Line Item 017

Commodity Service Code: 07006

MAKE/MODEL: 2011 Dodge LDDE48 Charger Police RWD

PRICE: \$22,654.00

EQUIPMENT INCLUDED IN PRICE

- V-8 type, 5.7 liter gasoline engine
- Heavy duty cooling system
- Rear wheel drive
- Air conditioning with manual temperature control with integral heater and defroster
- Five speed automatic with overdrive transmission, heavy duty for police operation.
- Column shifter and external oil cooler
- Heavy duty power rack and pinion steering with auxiliary oil cooler.
- Heavy duty fade resistant four wheel disc anti-lock braking system with power booster.
- Heavy duty four wheel independent suspension
- 220 ampere alternator
- Heavy duty 800 C.C.A minimum
- Heavy duty front bucket seats reinforced for increased support
- Front seat covered with heavy duty cloth fabric.
- No center console.
- Power adjusting driver seat
- Heavy duty cloth bench rear seat.
- Driver and front passenger air bags.
- AM/FM stereo radio
- Power windows
- Power door locks
- Speed Control
- Electric rear window defroster
- Full carpeting both front and rear
- Police Type Certified 0-160mph Speedometer, certified for accuracy 2% +/- MPH.
- Four tires, P225/60R18 BSW, "V" speed rated.
- Four 18" x 7.5" steel wheels with manufacturers optional 18" full wheel covers
- Intermittent wipers
- Tilt steering wheel
- Spotlight Provision, Left Hand With 6" Unity Halogen spotlight
- Auxiliary Police Dome Lamp
- Single Key Locking System
- Standard Production Solid Color Exterior and Standard Interior Trim
- Front license bracket
- Floor mats
- Front seat mounted airbags and supplemental side curtain air bags, front and rear outboard passengers
- Automatic Trunk Release
- Rear inside door locks and handles must be fully operable
- Dome lamp with door switch deactivated
- 2.65 to 1 Rear Axle Ratio
- Road Noise Suppression Package
- Space-Saver type spare tire/wheel
- Power Heated Outside Rearview Mirrors

AVAILABLE OPTIONS

- Line Item 018- \$1,281.00 (credit)**
5.7 liter V8 engine delete and replace with 3.6 liter V6 engine (credit).
- Line Item 019- \$160.00**
Compact spare tire/wheel, delete and replace with full size spare.
- Line Item 020- \$120.00 (credit)**
Full wheel covers, delete and replace with standard police hub caps (credit)
- Line Item 021- \$1,125.00**
Power adjustable pedals
- Line Item 022- NA**
- Line Item 023- No Charge**
Police equipment mounting bracket located between front seats.
- Line Item 024- No Charge**
Top speed reduction option for 5.7 liter engine. Limits top speed to 129 mile per hour.

**PATROL CARS – 2011 MODEL YEAR
(Statewide)**

Line Item 025- \$495.00
Detective street appearance package.

DELIVERY: Approximately 90-120 days after receipt of order.

The following line items will apply to co-operative procurement and state agency orders.

Line Item 031 - \$ 421.00 per vehicle

Other state agencies and cooperative procurements may purchase cars off of this contract. The total vehicle preparation cost for the vehicles processed through the contractor's dealership is a per vehicle price.

Line Item 030- \$ 1.25 per mile

Total round trip per mile to deliver the cooperative procurement and other state agencies vehicles if requested.

**PATROL CARS- 2011 MODEL YEAR
(STATEWIDE CONTRACT)**

**State of Missouri
Office of Administration
Division of Purchasing and Materials Management
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product Purchased (include Item No's., if available): _____

Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: _____

Prepared by: _____ **Title:** _____ **Agency:** _____

Date: _____ **Phone:** _____ **Email:** _____

Address: _____

Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:

Office of Administration
Division of Purchasing and Materials Management
301 West High Street, RM 630
PO Box 809
Jefferson City, Missouri 65102
**You may also e-mail form to the buyer as an attachment at
tammv.michel@oa.mo.gov**



State of Missouri
 Office of Administration
 State Fleet Management Program
 Post Office Box 809, Jefferson City, MO 65102
 573/751-4534 FAX 573/751-7819
<http://www.oa.mo.gov/gs/fm/index.htm>

VEHICLE PRE-APPROVAL FORM

INFORMATION & INSTRUCTIONS ON PAGE 2

1. REQUEST NEW VEHICLE	
Department/Division _____	
SAM II Order #: (Document Type, Agency Number & Document Number) _____	
Year/Make/Model _____	Estimated Annual Miles _____
<input type="checkbox"/> Expansion Vehicle <input type="checkbox"/> New <input type="checkbox"/> Replacement Vehicle <input type="checkbox"/> Used	Vehicle Purpose (see instructions) <input type="checkbox"/> Employee Transportation <input type="checkbox"/> Client Transport <input type="checkbox"/> Task Specific Vehicle (list Task Code) <input type="checkbox"/> Special Purpose Vehicle (must be specially equipped, please list Special Purpose Code) _____
Vehicle Category (see instructions) _____	
Vehicle Subcategory (see instructions) _____	
Primary Assignment <input type="checkbox"/> Individual <input type="checkbox"/> Function <input type="checkbox"/> Pool	
Assignment Name (name of employee, work unit) _____	
2. IDENTIFY SURPLUS VEHICLE	
VIN _____	Vehicle Purpose (see instructions) <input type="checkbox"/> Employee Transportation <input type="checkbox"/> Client Transportation <input type="checkbox"/> Task Specific Vehicle (list Task Code) <input type="checkbox"/> Special Purpose Vehicle (must be specially equipped, please list Special Purpose Code) _____
License Number _____	
Year/Make/Model _____	
Current Odometer Reading _____	
Vehicle Category (see instructions) _____	
Vehicle Subcategory (see instructions) _____	Reason for Replacement <input type="checkbox"/> Normal (7 years old or 105,000 miles) <input type="checkbox"/> Other (attach additional page if necessary)
Primary Assignment <input type="checkbox"/> Individual <input type="checkbox"/> Function <input type="checkbox"/> Pool	
3. APPROVALS	
Agency Head Signature or Designee _____	State Fleet Manager _____
Date: _____	Date: _____

***Additional information may be submitted on a separate page if necessary.



State of Missouri
Office of Administration
State Fleet Management Program
Post Office Box 809, Jefferson City, MO 65102
573/751-4534 FAX: 573/751-7819
<http://www.oe.mo.gov/gf/fm/index.htm>

VEHICLE PRE-APPROVAL FORM

GENERAL INFORMATION

All purchases of expansion or replacement vehicles must be compliant with the Vehicle Acquisition Section of the State Vehicle Policy (SP-4). The State Vehicle Policy may be viewed at <http://www.oe.mo.gov/gf/fm/index.htm>.

All new or used vehicle purchases under 8,500 GVWR (Gross Vehicle Weight Rating) must be pre-approved by the State Fleet Manager. This includes vehicles purchased directly from other agencies or State Surplus Property. Agencies must use one of the following commodity codes when processing a PGQ or PDQ document:

- 07006 – Automobiles & Station Wagons
- 07007 – Autos, Station Wagons, Vans, Trucks, Alternative Fuel
- 07048 – Trucks (One Ton And Less Capacity)
- 07092 – Vans

Agencies must submit the Vehicle Pre-Approval Form to the State Fleet Manager as soon as possible to facilitate the review of the purchase order.

INSTRUCTIONS

1. Complete Section 1 with information on the vehicle to be purchased. For expansions, submit letter explaining the need to expand the size of the fleet.
2. Complete Section 2 with information on the vehicle to be replaced (if applicable).
3. Obtain approval from agency head or designee and submit to the State Fleet Manager at the above address.
4. The below codes/values are available on the Fleet Management Website at: <http://www.oe.mo.gov/gf/fm/tablevalues.htm>
 - Vehicle Category
 - Vehicle Subcategory
 - Task Specific Vehicle
 - Special Purpose Vehicle
5. The State Fleet Manager will apply final approval to the purchase order once the Vehicle Pre-Approval Form has been approved.
6. State Surplus Property requires a signed pre-approval form prior to selling a used vehicle to a state agency.

QUESTIONS: Contact Cynthia Dixon, State Fleet Manager at 573/751-4534.

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : lou fusz
State : MISSOURI

As of 19-Jan-2011 4:43 PM EST

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 27th day of January 20 11

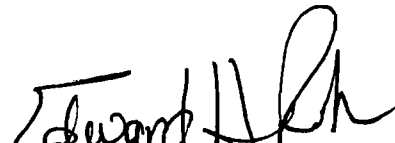
the following, among other proceedings, were had, viz:

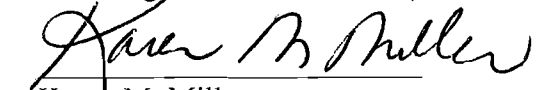
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation contract 3-080916LD Light Duty Vehicles - Equinox for 1 Equinox SUV 4x4 from Putnam Chevrolet of California, MO. The Boone County Commission further approves the surplus disposal of a 2003 GMC 1/2 Ton Pickup Truck 4x4 fixed asset tag # 14301. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract and disposal form.


Done this 27th day of January, 2011.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 13, 2011
RE: 3-080916LD – Light Duty Vehicles - Equinox



Purchasing and Public Works request permission to utilize the Missouri Department of Transportation contract 3-080916LD to purchase one (1) Equinox SUV 4X4 from Putnam Chevrolet of California, Missouri.

Total cost of contract is \$21,765.00 and will be paid from department 2040 – Public Works Maintenance Operations, account 92400 – Replacement Auto/Trucks. \$25,000.00 was budgeted for 2011.

The Purchasing Department requests permission to dispose of the following surplus: 2003 GMC ½ Ton Pickup Truck 4X4, fixed asset tag 14031.

Attached is the Disposal Form for signature.

ATT Public Works Memo

cc: Greg Edington, PW
Contract File

Boone County Public Works

Gregory P. Edington
Fleet Operations Superintendent
Maintenance Operations Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (226)
FAX (573) 875-1602
EMAIL: gregedington@boonecountymo.org

Date: January 11, 2011
To: Melinda Bobbitt
From: Greg Edington
Subject: 2011 SUV purchase – State Bid

The Public Works Department – Maintenance Operations Division (2040) recommends purchasing One (1) 1 4WD SUV off of MoDot bid # **3-080916LD**, Item #10. The bid has a multiple vendor awards. Putnam Chevrolet had the lowest cost (including delivery) and provides the equipment that best fits the Department's needs. Below is a summary of base costs and option costs:

Base and Total Price: \$ 20,600.00

Options:

LT1 package: \$ 1,165.00

Exterior Color: White

Bid base price was originally \$ 20,870 and delivery is stated in the bid at \$300.00 but in conversation with the Dealer's representative, they agreed to waive the delivery fee and reduce the bid price of the vehicle by \$270.00. The total cost of the vehicle with options is \$ 21,765.00.

The amount budgeted for the vehicle in the 2011 budget is \$25,000. The equipment will be purchased out of account 2040 class 92400.

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 01/05/11

FIXED ASSET TAG NUMBER: 14031

RECEIVED

DESCRIPTION: 2003 GMC 1/2 T extended cab Pickup 4WD

JAN 07 2011

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: VIN: 1GTEK19V73Z300364; ODO: 135,903 miles; County Vehicle # 1912

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Vehicle budgeted for replacement.

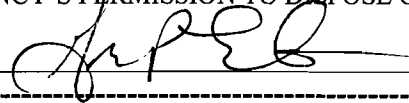
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: In use until replacement vehicle arrives.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: ~~2040~~ 2045

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 4/22/2003

RECEIPT INTO 2049-3835

ORIGINAL COST 21,151.28

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1605

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS _____

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 40-2011

DATE APPROVED 1.27.2011

SIGNATURE _____

**PURCHASE AGREEMENT
FOR
2011 Sport Utility Vehicle 4X4: Equinox**

THIS AGREEMENT dated the 27th day of January 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Putnam Chevrolet**, 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 Light Duty Vehicles in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-080916LD**, Optional Equipment fax dated January 13, 2011 and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 3-080916LD and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

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

- | | |
|--|--------------------|
| • One (1) 2011 Chevrolet Equinox 4X4 SUV | \$20,870.00 |
| • Less Delivery Fee | (\$270.00) |
| • Add LT1 Package | \$1,165.00 |
| TOTAL | \$21,765.00 |

(PW) ✓

Exterior Color: White
Interior Color:

3. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 60 - 90 days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201.

4. **Title** - Title in the name of: Boone County Public Works. Address: 601 E. Walnut Street, Room 208, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

PUTNAM CHEVROLET

BOONE COUNTY, MISSOURI

by Dave K. L.
title Commercial Sales Manager

by: Boone County Commission
Edward H. Robb
Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

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

<u>[Signature]</u>	<u>12/1/11</u>	2040-92400 - \$21,765.00
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 27th day of January 20 11

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 3126 Body Armor with Alamar Uniforms for female structured body armor. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 27th day of January, 2011.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Edward H. Robb

Edward H. Robb
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 21, 2011
RE: Amendment Number One – 3126 – Body Armor

CONFIDENTIAL

Cooperative contract 3126 – Body Armor was approved for use by commission on October 19, 2010, commission number 502-2010. The attached amendment adds the Female Structured Body Armor vest to the contract with Alamar Uniforms for \$665.00 each. Invoices will be paid from departments: 1255 Corrections, 2902 Corrections LE Sales Tax, 1251 Sheriff and 2901 Sheriff Operations LE Sales Tax, account 23300 Uniforms.

cc: Bid File

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
BODY ARMOR TERM AND SUPPLY**

The Agreement **3126** dated October 19, 2010 made by and between Boone County, Missouri and **Alamar Uniforms** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. **Add** Female Structured Vest: BA-3A00S-SM01F for \$665.00 each.
- 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.

ALAMAR UNIFORMS
 by [Signature]
 title President

BOONE COUNTY, MISSOURI
 by: Boone County Commission
[Signature: Edward H. Robb]
 Edward Robb, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
 County Counselor

ATTEST:
[Signature: Wendy S. Noren]
 Wendy S. Noren, County Clerk

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

[Signature: June E. Pitchford] 1/21/11 1255, 2902, 1251, 2901 / 23300
 Signature Date *no encumbrance required*
 Appropriation Account

Melinda Bobbitt - Fwd: Uniforms for Boone County

From: <alamaru@aol.com>
To: <mbobbitt@boonecountymo.org>
Date: 1/4/2011 1:29 PM
Subject: Fwd: Uniforms for Boone County
Attachments: 3126 - Body Armor.doc

Melinda,

The BA-3A00s-SM01F female structured vest will caos \$25.00 more than the original level IIIA vest. The female vest cost is \$665.00

*Thank you,
Steve Zalkin*

-----Original Message-----

From: Melinda Bobbitt <MBobbitt@boonecountymo.org>
To: ALAMARKC <ALAMARKC@AOL.COM>
Cc: Leasa Quick <LQuick@boonecountymo.org>
Sent: Tue, Dec 28, 2010 1:42 pm
Subject: Uniforms for Boone County

Dear Mr. Zalkin:

Attached is our current contract for Boone County. Based upon our current pricing, could you please provide a quote for the female vests to add to this contract? Once I have that, we can prepare an amendment to this contract for Boone County.

Thanks,
Melinda

Melinda Bobbitt, CPPB
Director of Purchasing
Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201
Telephone: (573) 886-4391
Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

For all the latest news from Boone County Government, subscribe to the Boone County News Listserv at WWW.SHOWMEBOONE.COM!

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

27th

day of January

20 11

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

Now on this day the County Commission of the County of Boone does hereby award bid 40-24Aug10 Internet Service Provider, to Century Link Long Distance. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 27th day of January, 2011.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Edward H. Robb

Edward H. Robb
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 18, 2010
RE: 40-24AUG10 – Internet Service Provider

The Request for Proposal for an *Internet Service Provider* closed on August 24, 2010. Three proposal responses were received.

The evaluation committee consisted of Aron Gish, IT Director and Ryan Irish, Network Administrator. The evaluation committee recommends award to CenturyTel Long Distance, LLC dba CenturyLink Long Distance per their attached evaluation report. Also attached is a spreadsheet of a breakdown of the pricing offered and the Evaluation Report Form listing the points assigned by the evaluation team.

CenturyLink offered the most competitive pricing. Our anticipated monthly charge will be \$1,820.44 + \$61.24 first year router lease; annually \$21,906.52. \$24,480.00 has been budgeted for this service for 2011. Information Technology estimates that this award will save us \$ 2,500 annually. Purchase Requisitions will be processed by the IT Department after the first of the year.

This is a term and supply contract with monthly invoices being paid as follows:

- Department 1170 - Information Technology, account 71100 - Outside Services: \$1050.44/month plus a onetime fee of \$61.24 Router Lease for the first year. Router lease charge of \$6.14 will be added to the monthly after the first year of service.
- Department 2905 – LE/Judicial Indo Sys –LE Sales Tax, account 48002 – Data Communications: \$385.00
- Department 2040 – PW – Maintenance Operations, account 48002 – Data Communications: \$385.00

ATT: Evaluation Reports
Pricing Spreadsheet

cc: Proposal File
Evaluation Team Members

Evaluation Report for Request for Proposal

40-24AUG10 – Internet Services Provider

OFFEROR #1: Tranquility Internet

X It has been determined that **Tranquility Internet** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

Note: RFP specified 1.5 MB and Tranquility's proposal response's pricing was more competitive for the 3.0 MB proposed.

Method of Performance

Strengths:

- None identified

Concerns:

- Billed on the 15th of the month, due on the 1st – the County pays in 30 days (page 5, 3rd paragraph).
 - Provided response in BAFO #2: If invoice not paid in 30 days, County will incur a \$5.00 late fee or 2% of the amount due, whichever is greater. This is still not acceptable for the County because our contracts stipulate that we'll pay interest at a rate of 9% per annum on disputed amounts
- Did not bid renewal increases. Need to find out if pricing is firm for additional renewal years.
 - Provided response in BAFO #2: 2.5% maximum increase per year.
- RFP required quote to be firm for 120 days, which would be December 22, 2010. Tranquility stated their price is only firm through 11/1/10.
 - Provided response in BAFO #2: 12/22/10
- One of the options for the 1.5 MB proposed may not meet one of the requirements stated in the RFP on page 9, paragraph 3.2.e.
 - Addressed in BAFO response #2.
- Instead of leasing the DSL modem, what would be the cost to purchase? Would you be willing to provide the modem at no cost if you receive the contract?
 - Provided response in BAFO #2: One (1) provided free of charge.
- Please provide three more references.
 - References provided by e-mail on September 1, 2010

Experience/Expertise of Offeror

Strengths:

- In business over 13 years with focus in the Columbia, MO area.
- Tranquility is the County's current provider for the past five years and we've experienced good service.

Concerns:

- None identified

OFFEROR #2: CenturyLink

 X It has been determined that **CenturyLink** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

Method of Performance

Strengths:

- CenturyLink is the infrastructure provider for the other Offerors.
- Offered competitive pricing.
- Provided thorough answers to the RFP requirements that demonstrated a clear understanding of the scope of work.

Concerns:

- CenturyLink plans to create their own contract agreement that may not incorporate our terms and conditions. (page 1)
 - Provided response in BAFO #2: Acknowledge and comply with County creating Contract Agreement and CenturyLink may review prior to signing.
- Proprietary Rights Notice (page 1) – we have to abide by sunshine laws.
 - Provided response in BAFO #2: Acknowledge and comply
- Describe the process for adding an entry in the DNS zone and the turn-around time.
 - Provided response in BAFO #2: County calls a 1-888 number, takes 10 minutes
- Instead of leasing the DSL modem, what would be the cost to purchase? Would you be willing to provide the modem at no cost if you receive the contract?
 - Provided response in BAFO #2: Leasing the only option
- Please provide three more references.
 - Provided in e-mail on September 1, 2010

Experience/Expertise of Offeror

Strengths:

- 80 years in business

Concerns:

- None identified

OFFEROR #3: Socket

 X It has been determined that **Socket** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

Method of Performance

Strengths:

- Proposed no installation costs and no hardware lease costs.

Concerns:

- Proposed DSL line of \$100 per month.
- Instead of leasing the DSL modem, what would be the cost to purchase? Would you be willing to provide the modem at no cost if you receive the contract?
- Describe the process for adding an entry in the DNS zone and the turn-around time.
 - Socket returned a response to BAFO #2 with the following statement: Socket does not have any pricing or response changes that need to be made.

Experience/Expertise of Offeror

Strengths:


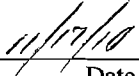
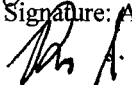
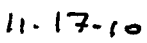
- 15 years providing communications systems.

Concerns:

- None identified

Summary:


The evaluation committee initially reviewed the three proposals received on August 31, 2010. During this meeting, the committee requested Purchasing to obtain additional references from Tranquility Internet Services and CenturyLink. Both Offerors provided additional references. The committee also identified clarification questions, and Clarification #1 was sent to the Offerors on October 14, 2010. The IT department checked references on all three offerors. The committee met again on October 26, 2010 and identified further clarification questions that were sent out as Best and Final Offer #2. Following the evaluation meeting on November 16, 2010, the committee recommends award to CenturyLink.


 Evaluator's Signature: Aron Gish, IT Director	 Date
 Evaluator's Signature: Ryan Irish, Network Administrator	 Date

EVALUATION REPORT FORM
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI
40-24AUG10 - Internet Services Provider

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS - County (50 pts.)	TOTAL POINTS (Max 100 pts.)
CenturyLink	30	19	49	50	99
Socket	28	19	47	39	86
Tranquility	28	20	48	31	79

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

	11-17-10
Evaluator's Signature	Date
Aron Gish	IT

	11-17-10
Evaluator's Signature	Date
Ryan Irish	IT

contract on behalf of the firm. Note: This form must be signed. All signatures must be original and not photocopies.

Company Name: CenturyLink

Address: Cherry Street

Columbia, MO 65201

Telephone: 573-886-3898 Fax: 573-449-9851

Federal Tax ID (or Social Security #): 80-0070735

Print Name: Court Chrisman Title: Account Manager

Signature: *Court Chrisman* Date: 1NOV10

E-mail: court.chrisman@centurylink.com

The Offeror shall provide a firm, fixed price for the Original Contract Period. All costs associated with the required services/equipment shall be included in the prices. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

5.1. Internet Service Provider pricing for January 1, 2011 through December 31, 2011.

Internet Bandwidth	One-Time Installation Cost	Service Cost per Month	Hardware Make/Model	Hardware Lease \$/month
5.0 Megabits	\$0.00	\$734.00	Netvanta 3448	\$61.24**
6.0 Megabits	\$0.00	\$904.00	Netvanta 3448	\$61.24**
7.0 Megabits	\$0.00	\$985.00	Netvanta 3448	\$61.24**
8.0 Megabits	\$0.00	\$1140.00	Netvanta 3448	\$61.24**
9.0 Megabits	\$0.00	\$1295.00	Netvanta 3448	\$61.24**
10 Megabits	\$0.00	\$1419.00	Netvanta 3448	\$61.24**
Sheriff's Office				
Remote Locations	One-Time Installation Cost	Service Cost Per Month	Hardware Make/Model	Hardware Lease \$/month
1.5 Megabits	\$0.00	\$385.00	N/A	N/A
Sheriff's Office				
Remote Locations	One-Time Installation Cost	Service Cost Per Month	Hardware Make/Model	Hardware Lease \$/month
1.5 Megabits	\$0.00	\$385.00	N/A	N/A
Columbia County				
Workstation DSL w/ Source based routing	One-Time Installation Cost	Service Cost Per Month	Hardware Make/Model	Hardware Lease \$/month
10 Megabit	\$0.00	\$59.95	Westell 327	\$5.49

(#2 SEE ATTACHED)
2905-48002 ←

2040-48002 ←
(#3 SEE ATTACHED)

#1 SEE ATTACHED
1170-71100

**Hardware lease price is for first year. Subsequent years will be billed at \$6.14 per month.

5.2. Additional Cost to Complete:

RECOMMENDED AWARD

Year, 2011	Dept, 1170	INFORMATION TECHNOLOGY	Finalized, N	
Account, 71100			OUTSIDE SERVICES	20,700
Description	Qty	Amount		
<u>INTERNET SERVICE (TRANQUILITY)</u>	<u>12</u>	<u>1,070</u>		
	Total,	12,840		
<u>OFF-SITE TAPE STORAGE (DATA RETENTION SERVICES)</u>	<u>12</u>	<u>1,000</u>		
	Total,	12,000		

#1

Class, 187,881	Class, 2,-8, 409,516	Proposed Core	Bottom
		Proposed Supplemental	24,840
		Auditor Revisions	
		Commission Revisions	
		Total Budget	24,840

F2=Key Scr F3=Exit
 F6=Dept Supplemental Budget F10=Notes *

Year	Dept	Account	Finalized	Amount
2011	2905	LE/JUDICIAL INFO SYS-LESALESTX	N	
		48002 DATA COMMUNICATIONS		18,456
Description			Qty	Amount
DSL LINE SD/PA INVESTIGATIONS (CENTURYTEL)				720
				Total, 720
FIBER - SD (CITY OF COLUMBIA)				11,616
				Total, 11,616
FRAME RELAY - SD (CENTURYTEL)				6,840
				Total, 6,840

#2

Class	19,176	Class 2,-8	35,166	Proposed Core	Bottom
				Proposed Supplemental	19,176
				Auditor Revisions	
				Commission Revisions	
				Total Budget	19,176

F2=Key Scr F3=Exit
 F6=Dept Supplemental Budget F10=Notes *

Year	Dept	Account	Description	Finalized	CY Proj	Qty	Amount	
2011	2040	48002	PW-MAINTENANCE OPERATIONS DATA COMMUNICATIONS	N			7,500	
							<u>600</u>	
DATA CARD							Total	600
							<u>6,000</u>	
FIBER OPTICS							Total	6,000
							<u>900</u>	
FRAME RELAY							Total	900
							<u>12</u>	<u>325</u>
ADDITIONAL AMOUNT FOR FRAME RELAY							Total	3,900
NOTES								

#3

Class	87,750	Class 2,-8	4,260,520	Proposed Core	Bottom
				Proposed Supplemental	7,500
				Auditor Revisions	3,900
				Commission Revisions	
				Total Budget	11,400

F2=Key Scr F3=Exit
 F6=Dept Supplemental Budget F10=Notes *

Cost Comparison for 40-24AUG10 - Internet Service Provider													
		Tranquility Internet Services			CenturyLink					Socket			
Location	Internet Bandwidth	One-Time Installation Cost	Service Cost per Month	Hardware Lease \$/month	One-Time Installation Cost	Service Cost per Month	Hardware Make/Model	Hardware Yearly One Time Charge -	Hardware Monthly Charges 2nd Year	One-Time Installation Cost	Service Cost per Month	Hardware Make/Model	Hardware Lease \$/month
Government Center	5.0 Megabits	\$0.00	\$1,020.00	\$35.00	\$0.00	\$734.00	Netvanta 3448	\$61.24	\$6.14	\$0.00	\$975.00	Adtran 838 & Cisco 1841	\$0.00
Sheriff	1.5-T1 Megabits	\$1,055.00	\$674.00	\$0.00	\$0.00	\$385.00				\$0.00	\$490.00	Adtran 838 & Cisco 1842	\$0.00
Public Works	1.5-T1 Megabits	\$1,055.00	\$674.00	\$0.00	\$0.00	\$385.00				\$0.00	\$490.00	Adtran 838 & Cisco 1843	\$0.00
Additional Costs					\$300.00								
Sub-total		\$2,110.00	\$2,368.00	\$35.00	\$300.00	\$1,504.00				\$0.00	\$1,955.00		\$0.00
		One-Time Installation Cost	Service Yearly Charge	Hardware Yearly Chg Years 1-5	1st Year One-Time Installation Charge	Service Yearly Charge		Hardware 1st Year Charge	Hardware Yearly Chg / Years (2-5)	One-Time Installation Cost	Service Yearly Charge		Hardware Yearly Chg Years 1-5
Total Per Year		\$2,110.00	\$28,416.00	\$420.00	\$300.00	\$18,048.00		\$61.24	\$73.68	\$0.00	\$23,460.00		\$0.00
		Tranquility Internet Services			CenturyLink					Socket			
Year 1		\$30,946.00			\$18,409.24					\$23,460.00			
Year 2		\$28,836.00			\$18,121.68					\$23,460.00			
Year 3		\$28,836.00			\$18,121.68					\$23,460.00			
Year 4		\$28,836.00			\$18,121.68					\$23,460.00			
Year 5		\$28,836.00			\$18,121.68					\$23,460.00			
Grand Total for Five Years		\$146,290.00			\$90,895.96					\$117,300.00			

**PURCHASE AGREEMENT FOR
INTERNET SERVICE PROVIDER**

THIS AGREEMENT dated the 27 day of January 2011, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **CenturyTel Long Distance, LLC dba CenturyLink Long Distance**, 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 an **Internet Service Provider**, County of Boone Request for Proposal for an Internet Service Provider, proposal number **40-24AUG10** including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the unexecuted Response Page, Exhibit A, Work Authorization Certification, Addendums Number One and Two, Clarification Number One with Contractor's e-mail response dated October 15, 2010, Best and Final Offer Number Two with Contractor's response dated November 1, 2010, as well as the Contractor's proposal response dated August 24, 2010, executed by Court Chrisman, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the terms, conditions, provisions and requirements contained in the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, Exhibit A, Addendums Numbers One and Two, Clarification Number One, Best and Final Offer Number Two, and the unexecuted Response Page shall prevail and control over the Contractor's proposal responses.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish and deliver services to provide an Internet Service Provider **for the period April 1, 2011 through December 31, 2011 with four one-year renewal option periods** for the pricing detailed in the Best and Final Offer Number Two. All Internet Service Provider service shall be provided in conformity with the proposal specifications and as set forth in the Contractor's proposal response. All proposed Internet Bandwidth pricing shall remain firm through the end of the final renewal period. The County may change bandwidth at any time throughout the contract period. Initially, the County will purchase internet provider services as follows:

Boone County Government Center, 801 East Walnut, Columbia, MO 65201				
Internet Bandwidth	One-Time Installation Cost	Service Cost per Month	Hardware Make/Model	Hardware Lease \$/month
7.0 Megabits	\$0.00	\$985.00	Netvanta 3448	\$61.24
Sheriff's Office, 2121 County Drive, Columbia, MO 65202				
Remote Locations	One-Time Installation Cost	Service Cost Per Month	Hardware Make/Model	Hardware Lease \$/month
1.5 Megabits	\$0.00	\$385.00	n/a	n/a
Public Works, 5551 Hwy 63 South, Columbia, MO 65201				
Remote Locations	One-Time Installation Cost	Service Cost Per Month	Hardware Make/Model	Hardware Lease \$/month
1.5 Megabits	\$0.00	\$385.00	n/a	n/a
Option from section 3.3.d				
Workstation DSL w/ Source based routing	One-Time Installation Cost	Service Cost Per Month	Hardware Make/Model	Hardware Lease \$/month
10 Megabit	\$0.00	\$59.95	Westell 327	\$5.49

3. **Delivery** - Contractor agrees to work with Boone County Information Technology staff on a timeline for switching from the current provider to CenturyLink as the Internet Service Provider, with the completion date no later than April 1, 2011.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Information Technology Department. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all invoices within thirty days of receipt of a correct invoice; 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.

5. **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.

6. **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.

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

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

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

**CENTURYTEL LONG DISTANCE, LLC
dba CENTURYLINK LONG DISTANCE**

BOONE COUNTY, MISSOURI
By: Boone County Commission

By: [Signature]
Title: Manager Business Sales

[Signature]
Edward H. Robb, Presiding Commissioner

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

APPROVED AS TO FORM:

[Signature]
C.J. Dykhouse, County Counselor

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.)

1170/71100/\$1050.44/month plus a onetime fee of \$61.24 Router Lease for the first year. Router lease charge of \$6.14 will be added to the monthly invoice after the first year of service.

2905/48002/\$385/month
2040/48002/\$385/month

[Signature]

1-21-2011

Signature

Date

Appropriation Account

**ADDENDUM TO
PURCHASE AGREEMENT FOR INTERNET SERVICE PROVIDER (the "Agreement")**

Contemporaneously with entering into the Agreement, County and Contractor agree to the following modification(s) to the Agreement.

1. Section 2 of the Agreement is modified by striking the first sentence and replacing it with the following:

"The County agrees to purchase from the Contractor and the Contractor agrees to furnish and deliver services to provide an Internet Service Provider from the period January 1, 2011 through December 31, 2011, with four, one-year renewal options that must be mutually agreed-upon by both parties in writing no later than 30 calendar days prior to the conclusion of the then-current term or renewal term, for the pricing detailed in the Best and Final Offer Number Two."

2. Section 3 of the Agreement is deleted in its entirety and replaced as follows:

Delivery – Contractor agrees to work with Boone County Information Technology Staff on a timeline for switching from the current provider to CenturyLink as the Internet Service Provider as soon as possible following execution of the Purchase Agreement, with the intent of meeting Boone County's requested January 1, 2011 install date.

3. Section 7(b) of the Agreement is deleted in its entirety.

4. Section 7(c) of the Agreement is modified by adding the following:

For purposes of this Agreement, a "nonappropriation" occurs when County is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement. If a nonappropriation occurs during the term of this Agreement, as described in Section 2 ("Agreement Term"), County may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. County will not be obligated for payments for any fiscal period after the Termination Date. County will give Contractor written notice of any termination under this section at least 30 days before the Termination Date. At Contractor's request, County will promptly provide supplemental documentation about the nonappropriation. But to enact the nonappropriation termination described in this subsection, County must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Agreement Term, including the exhaustion of all available administrative appeals if funding is initially denied. If County terminates the Agreement under this provision, County will not obtain the Services described in the Agreement from Contractor or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.

5. Section 8 is added to the Agreement:

8. *Limitation of Liability.*

- a.** Direct Damages. Except as to the extent of all insurance coverages required to be provided by Contractor as set out in the Request for Proposals, each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12-month period, an amount equal to County's total net payments for the affected Services purchased in the month preceding the month in which the injury occurred. County's payment

obligations, County's liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision. The Agreement does not create an obligation by County to pay any damages in excess of those amounts legally available to satisfy County's obligations under the Agreement.

- b. Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- c. Warranties. Except as, and only the extent expressly provided in the Agreement, Services are provided "as is." Contractor disclaims all express or implied warranties, including all warranties of merchantability, fitness for a particular purpose, infringement, and warranties related to equipment, material, services, or software.

6. Section 9 is added to the Agreement, and replaces and supersedes all other terms and provisions governing the parties' indemnification obligations:

9. **Indemnification.** To the maximum extent permitted by applicable law, the parties will honor the following indemnity provisions. No section of the Agreement is intended to create a waiver of County's rights or privileges as a sovereign entity.

- a. Mutual Indemnification for Personal Injury, Death or Damage to Personal Property. Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors from and against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.
- b. County Indemnification. Only to the extent permitted under Missouri law, County will indemnify and defend Contractor, Contractor's officers, directors, agents, and employees and their successors, against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of:
 - 1. County's failure to obtain required permits, licenses, or consents necessary to enable Contractor to provide the Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to Contractor's general qualification to conduct business;
 - 2. County's transmissions, or transmissions by parties authorized by County, of, information, data, or messages over the Contractor-provided network leading directly or indirectly to third party claims: (1) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (2) for infringement of patents arising from the use of equipment, hardware or software not provided by Contractor; and (3) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content; and

3. County's breach of software licensing requirements.

- c. **Contractor Indemnification.** Contractor will indemnify and defend County, County's officers, directors, agents, and employees and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. But Contractor's obligations under this Section will not apply if the infringement or violation is caused by County's modification to Contractor-provided software, equipment or Services; combination of Contractor-provided services or products with other services or products; functional or other specifications that were provided by or requested by County; or County's continued use of infringing Services after Contractor provides reasonable notice to County of the infringement. For any third party claim that Contractor receives, or to minimize the potential for a claim, Contractor may, at its sole option, either: procure the right for County to continue using the Services; replace or modify the Services with comparable Services; or terminate the Services.

7. Section 10 is added to the Agreement:

- 10. Purchase Orders.** The terms and conditions in any County-issued purchase orders or other County ordering document (collectively, "Orders") will have no force or effect other than to denote quantity and description of Services, delivery destinations, delivery dates, County billing addresses, installation addresses, the Agreement under which the Order is issued, and any other information required by Contractor. Orders are binding only upon acceptance in writing by Contractor. Contractor will notify County of rejected Orders.

8. Section 11 is added to the Agreement:

- 11. Service-Specific Terms.** In addition to the terms and conditions in the Agreement, County's purchase and use of Services is also governed by the CenturyTel Metro Ethernet Services Annex, CenturyTel Metro Ethernet Services Annex, and CenturyLink™ Business-Class High-Speed Internet Annex, all as posted to http://about.centurylink.com/legal/rates_conditions.html on the date each party executes the Agreement and this Addendum (each an "Annex"). In the event of conflict between any terms and conditions an Annex and the Agreement (including any provisions of the RFP as incorporated into the Agreement), the Annex's terms and conditions control.

9. Section 12 is added to the Agreement:

- 12. Early Termination Liability.** If County terminates a Service in whole or in part, before expiration of applicable term for that Service (unless due to Contractor's material failure), or Contractor terminates a Service or applicable Order as permitted under the Agreement, County will pay the following early termination charges, which represent Contractor's reasonable liquidated damages and not a penalty: a lump sum equal to 50% of the applicable monthly charges of the applicable Service, multiplied by the number of months remaining in the term of that Service.

10. Section 13 is added to the Agreement:

- 13. Additional Charges.** Rates in the Agreement do not include applicable local, state, or federal taxes, fees or surcharges that Contractor may bill County. County is a tax-exempt entity. County will pay any applicable taxes not that are not otherwise relieved by its tax-exempt status. Telecommunication-related Fees and/or surcharges are not affected by County's tax-exempt status, and County will pay such telecommunication-related fees and/or surcharges.

11. All terms of the Agreement not modified by this Addendum will remain in full effect.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed this Addendum on the day and year first written in the Agreement.

CENTURYTEL LONG DISTANCE, L.L.C.

By: B Reynolds

Name: Beth Reynolds

Title: Manager Business Sales

BOONE COUNTY, MISSOURI

By: Boone County Commission
Edward H. Robb
Edward H. Robb, Presiding Commissioner

ATTEST:
Wendy S. Noren
Wendy S. Noren, County Clerk

Dated: 1-27-11

APPROVED AS TO FORM:

C.J. Dykhouse
C.J. 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 unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Jane E. Pithford 1/21/11
Auditor by JP Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 27th day of January 20 11

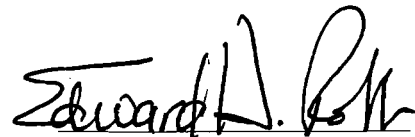
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve and accept the recommendation from the Job Classification Committee to establish a new position classification titled Budget Administrator/Child Support Specialist on pay range 33. This new position will be a non-exempt position effective 1/24/2011 in the Prosecuting Attorney's Child Support Division Office.

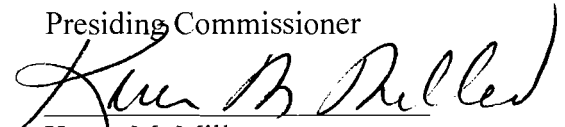
Done this 27th day of January, 2011.

ATTEST:

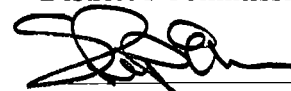

Wendy S. Noren
Clerk of the County Commission



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Human Resources

BETTY DICKNEITE
Director



601 E. Walnut-Room 211
Columbia, MO 65201
(573) 886-4395

January 24, 2011

TO: Ed Robb, Presiding Commissioner
Karen Miller, District 1 Commissioner
Skip Elkin, District 2 Commissioner

FROM: Betty Dickneite, Chairperson
Job Classification Committee

RE: Recommendations from Job Classification Committee

The Job Classification Committee met on January 19, 2011 to review and discuss the proposed removal of supervisory duties of the Child Support Program Administrator in the Prosecutor's Office. The Assistant Prosecuting Attorney for the Family Support Division will become the supervisor.

The Job Classification Committee members unanimously* agreed to bring forward the following recommendation to the Commission:

Establish a new position classification titled **Budget Administrator/Child Support Specialist** on **pay range 33**. **Proposed effective date is 1/24/2011**

The Auditor's Office will de-activate the existing position of Child Support Program Administrator, which was on pay range 37, and create this new classification based on Commission approval of these recommendations

It is recommended that we establish a **new class code number of 5032 for the Budget Administrator/Child Support Specialist** classification. CJ Dykhouse has reviewed the proposed changes and recommends this new classification be established as **non-exempt**. His comments are shown below:

"I believe this position is non-exempt under the FLSA, as the Assistant Prosecuting Attorney will be making the policy decisions reflected in the budget. In other words, this budget administrator will be presenting content and not creating content in the budget. This is similar to the analysis of the revised PDQ that was done on the Budget Administrator position at the Sheriff's Department, and I attach my opinion given in that case for your convenient reference."

Should you have any questions, please let me know.

*Job Classification Committee Members present – Ed Robb, June Pitchford, Wendy Noren and Betty Dickneite. Dwayne Carey was absent.

An Affirmative Action/Equal Opportunity Employer

JOB TITLE: Budget Administrator–Child Support Specialist

REPORTS TO: Assistant Prosecuting Attorney–Child Support/Office Administrator – Prosecutor’s Office.

DEPARTMENT: Prosecuting Attorney–Child Support Division

FLSA: Non–Exempt

DEFINITIONS:

Under the supervision and direction of the Assistant Prosecuting Attorney–Child Support/Office Administrator, prepare budget documentation and administer and direct the budget and financial activities of the Child Support Division of the Prosecutor’s Office. Enforce and investigate Child Support referrals by handling individual cases and performing related duties such as establishing paternity and filing payment orders, liens and drivers’ license suspensions.

ESSENTIAL FUNCTIONS:

Prepare annual budget documents for the Child Support Division with the direction from the Assistant Prosecuting Attorney–Child Support/Office Administrator.

Process, track and analyze budget data; maintain financial reports with emphasis on accuracy and prepare appropriate forms for reimbursement from the State of Missouri.

Serve as the liaison with other County offices concerning budget activities of the Child Support Division.

Enforce child support orders by monitoring individual cases and taking action as necessary to ensure compliance with orders; process wage withholding/garnishments; investigate the whereabouts and employment

of individuals on cases; maintain State requirements/deadlines; prepare, process, and file criminal charges.

Interact with custodial/non-custodial parents in person or on phone; locate non-custodial parent; arrange tests to establish paternity; prepare and process license suspensions.

File and maintain documents, records and other paperwork; send correspondence to employers, non-custodial parents, post office and other outside agencies; process 'alert' information on the State of Missouri child support system and take action for payments on hold, interstate communication, etc.

Prepare court documents; update accounting paperwork in individual files; analyze data-base issues and testify in court.

KNOWLEDGE AND SKILLS:

1. Good knowledge of accounting and bookkeeping practices.
2. Good knowledge of applicable federal, state and local statutes, ordinances and regulations.
3. Good knowledge of the court system in the State of Missouri.
4. Skill in reading, analyzing and interpreting legal documents.
5. Skill in problem solving and interpreting procedures, statutes and other legal publications and government regulations.
6. Skill in communicating orally and in writing and establishing and maintaining cooperative working relationships with co-workers and public that may be under stress.
7. Skill in adding, subtracting, multiplying and dividing all units of measure, using whole numbers, common fractions and decimals.
8. Skill in the use of a personal computer.

MINIMUM QUALIFICATIONS:

Bachelor's degree in Accounting/Bookkeeping, Business Administration or related degree; and three years accounting/bookkeeping experience; or an equivalent combination of education and experience; ability to type 35 words per minute in automated office environment; must have a clear criminal history.

>>> CJ Dykhouse 2/19/2009 10:36 AM >>>

Betty,

Thank you for sending me the revised Position Description Questionnaire on Leasa Quick's position of "Budget Administrator" at the Sheriff's Department. I have attached the revised PDQ to this email, along with my prior opinion on this position, which was based upon an out-of-date PDQ.

I was asked to update my opinion as to the appropriate FLSA status for this position given the updated PDQ. For the reasons outlined below, **based upon the current PDQ I would be of the opinion that this position is non-exempt under the FLSA.**

My prior opinion, attached hereto, went through the full FLSA analysis. For purposes of this opinion, I think it best to clarify what changed in the PDQ that leads me to the different conclusion without restating the entire analysis:

I previously thought the position was exempt under the Administrative test. I made express my assumption that the supervision component was added to the position's budget duties, and further that the position primarily involved the *creation of content* (i.e. policy decisions) in the budget as opposed to the presentation and administration of the budget. The revised PDQ makes clear that this position most appropriately can be characterized as presentation of the budget items and administration of said budget; the policy decisions are being made by Chief Jail Administrator Warren Brewer and Captain Chad Martin (the immediate supervisors of this position), along with Sheriff Carey's other command staff. That is the chief clarification that leads me to the new conclusion.

In addition, this position has 79% of its time devoted to crafting the presentation of budget content and administration of the adopted budget, including grants. Administering payroll constitutes an additional 13% of her time. With 92% of the position relating to these functions, I am no longer of the opinion that this position "exercises discretion and independent judgment with respect to matters of significance" for purposes of the legal analysis of the administrative exemption to FLSA. (The text in quotes is from the law and is a legal phrase; that should not be construed as to indicate the position is not important or in any other pejorative way -- it just means, in this context, that policy decisions are being made by the Sheriff's command staff and not by this position.) This position implements the policy decisions made by others through the budget presentation and administration.

I appreciate the opportunity to review the updated PDQ which allowed me to render what I believe is a more situationally-aware legal opinion. Please let me know if you would like me to take any further action on this, and I'll stand by.

CJ

CJ Dykhouse
County Counselor
Boone County, Missouri
601 E. Walnut, Ste. 207
Columbia, Missouri 65201
573-886-4414

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This e-mail contains CONFIDENTIAL INFORMATION which may also be LEGALLY PRIVILEGED and which is intended only for the use of the individual or entity named above. If the reader of this e-mail is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby on notice that you are in possession of confidential and privileged information. Any dissemination, distribution or copying of this e-mail is strictly prohibited and may be unlawful.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 27th day of January 20 11

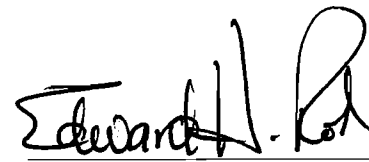
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between the Boone County Agricultural and Mechanical Society, Boone County Fair, Inc., and Boone County, Missouri, for a 1992 Case Skid Loader, Model 1840 Asset Tag #: 12683 in exchange for services. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

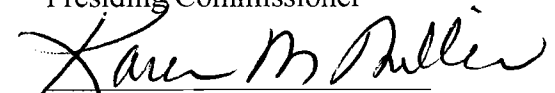
Done this 27th day of January, 2011.

ATTEST:

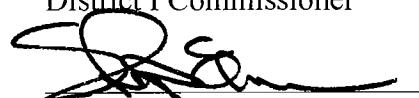
Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

AGREEMENT


THIS AGREEMENT, dated the 27 day of January, 2011, is entered into by and between Boone County, Missouri, a political subdivision of the State of Missouri, through its County Commission, herein "County" and the Boone County Agricultural and Mechanical Society, a Missouri pro forma decree corporation, and Boone County Fair, Inc., both of Boone County, Missouri, herein collectively called "Fair Board".

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

1. County agrees to transfer all right, title and interest it has in one 1992 Case Skid Loader, Model 1840, Boone County Asset Tag #: 12683, to the Fair Board.
2. Fair Board agrees that, in exchange for the above-referenced Skid Loader, the Fair Board, in coordination with the Boone County Commissioner designated as liaison to the Boone County Fairgrounds (hereinafter "Liaison Commissioner"), will provide equipment and labor to assist the County in maintaining the roads at the fairgrounds by engaging in snow removal, cleaning of drainage ditches along the roadways and/or other activities as mutually-agreed upon, for a period of eighteen (18) months. Said services shall commence upon the effective date of this agreement and shall be performed only with the approval of the Liaison Commissioner. It is not the intent of this Agreement that the Fair Board would be responsible for the primary maintenance of the subject roadways, but rather the Fair Board will provide assistance, for the designated period of time, as provided for herein.
3. Fair Board understands that the subject skid loader is being transferred "as is" and "with all defects," it being expressly understood that the skid loader is not currently functional. Fair Board intends to trade-in the subject skid loader and complete the services contemplated herein with other Fair Board equipment which the Fair Board already possesses or will acquire subsequent to the trade-in.
4. The individuals signing this agreement below certified that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.

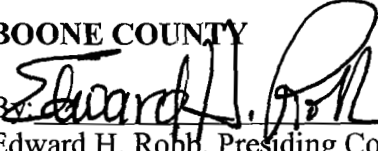
IN WITNESS WHEREOF the parties, through their duly authorized representatives,
have executed this agreement effective as of the date of the last party and execute the same.

FAIR BOARD

By: 

Print Name/Title: Harold Cunningham
President

BOONE COUNTY

By: 

Edward H. Robb, Presiding Commissioner

ATTEST:


Wendy S. Noren, County Clerk

APPROVED AS TO FORM:


C.J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 27th day of January 20 11

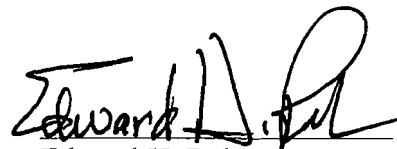
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby honor William Clarence "Bill" Lloyd Jr. as an outstanding citizen in Boone County and designate, January 27, 2011 as William Clarence "Bill" Loyd Jr. day in Boone County.

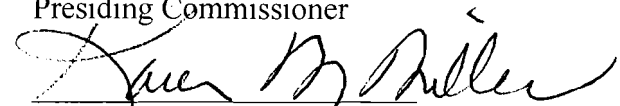
Done this 27th day of January, 2011.

ATTEST:

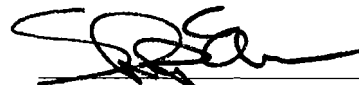
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



**Proclamation Honoring
William Clarence "Bill" Loyd, Jr.**

Whereas, William Clarence "Bill" Loyd, Jr. was born to William C. "Buddy" Loyd, Sr. and Ruby Pearl Langston Loyd on January 27, 1921, in Stephens, MO. He was raised on a farm with his two older brothers; Milton & Gene. Bill was "tagged" at an early age by his family as "Heinnie"; and

Whereas, Bill began his education in 1927 at Truitt School and graduated in 1935. He then went on and entered the United States Army Air Corp on August 19, 1942. After serving four years in the Pacific theatre Bill was discharged on January 2, 1946. He returned to Stephens, MO and began working for Perry Phillips where he built locker plants in Missouri, Arkansas, Kansas & Illinois; and

Whereas, Bill married, Norma Faye Forsee on April 29, 1949 in Columbia, MO where their 62 years of marriage blessed them with two daughters: Charlene and Karen Lee; and

Whereas, in the late 1940s, Bill became an electrician and started working for Hartley Richardson in Columbia, MO. From 1952 until 1955, Bill worked as an electrician for the Tennessee Valley Authority at the Shawnee Steam Plant in Paducah, Kentucky. On February 2, 1955 Bill went to work helping build the University of Missouri Medical Center. He was employed by Sachs Electric of St. Louis, MO. He worked 20 years for Nelson & Eileen Crawford at Crawford Electric in Columbia, MO, retiring in 1985. Bill is a 60 plus year member of Local 257 International Brotherhood of Electric Workers; and

Whereas, in 1993 Bill gained a son when Karen married Robert Harvey "Bobby" Minear. In 1994 and again in 1996 Bill was presented the title of "PopPop" by his two grandsons William and Samuel; and

Whereas, Bill is a fifty year member of the Ashland Baptist Church, a charter member of the Ashland Volunteer Fire Department district where he served as President for several years. He was a charter member of the Ashland VFW #6762 until it's disbandment at which time he became a member of the Boone County VFW, Post #280, in Columbia, MO. He is a third degree Mason of the Ashland Masonic lodge #156 in Ashland, MO and served as a coach for his daughter's summer softball leagues; and

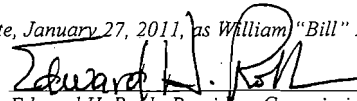
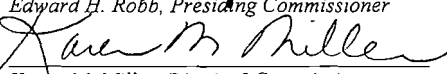
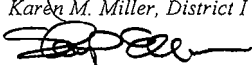
Whereas, Bill has many nicknames given by family and friends over the past 90 years; "Heinnie", Junior, Old Dead Eye, and PopPop just to mention a few; and

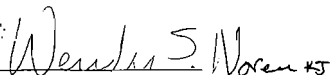
Whereas, Bill is an avid fisherman, hunter and when he's not on the pond bank or in the woods he can be found in his shop building woodworking projects and gun smithing; and

Whereas, Bill possesses a unique sense of humor, has a youthful spirit, enjoys being outside and spending time with his grandsons, family and close friends.

Therefore be it resolved, we, the Boone County Commission do hereby honor this outstanding citizen in Boone County.

Be it finally resolved that we designate, January 27, 2011, as William "Bill" Loyd, Jr. day in Boone County.


Edward H. Robb, Presiding Commissioner

Karen M. Miller, District I Commissioner

Skip Elkin, District II Commissioner

ATTEST: 
Wendy S. Noren, County Clerk

