CERTIFIED COPY OF ORDER

STATE OF MISSOURI ea

May Session of the April Adjourned

Term. 20 13

County of Boone

In the County Commission of said county, on the

16th

day of May

n 13

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 County of Los Angeles, CA Cooperative Contract MA-IS-1340234-1, Electrical Products, with Gray Bar Electric Company as a County-Wide Term and Supply contract available to all departments.

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

Done this 16th day of May, 2013.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner

Boone County Purchasing

Amy Robbins Senior Buyer



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

227-2013

MEMORANDUM

TO:

Boone County Commission

FROM:

Amy Robbins

DATE:

May 7, 2013

RE:

Cooperative Contract: MA-IS-1340234-1 – Electric Products

The Purchasing Office requests permission to utilize the County of Los Angeles, CA Invitation for Bid and resulting Contract Numberber MA-IS-1340234-1 (a U.S. Communitities cooperative agreement) for Electric Products with Gray bar Electric Company.

This is a County-Wide Term and Supply contract available to all departments through March 31, 2014.

cc:

Contract File Greg Edington

Chad Martin Bob Davidson

Purchasing Committee

PURCHASE AGREEMENT FOR ELECTRICAL PRODUCTS

THIS AGREEMENT dated the _______ day of ________ 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Graybar Electric Company, herein "Vendor."

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for a Term and Supply contract for Electrical Products in compliance with all bid specifications and any addendum issued for the County of Los Angeles Invitation for Bid Number MA-IS-13255001 and resulting Contract Number MA-IS-1340234-1 (a U.S. Communities Cooperative Agreement.) 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 and/or County of Los Angeles bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the County of Los Angeles Invitation for Bid Number MA-IS-13255001 and Contract Number MA-IS-13255001 shall prevail and control over the vendor's bid response.
- 2. Contract Duration This agreement shall commence on date of award and extend through March 31, 2014 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for two (2) additional one (1) year periods subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- 3. **Purchase** The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Electrical Products on an as needed basis, FOB destination-Freight Prepaid and Allowed.
- 4. **Delivery** Contractor agrees to deliver the items as specified in the bid specifications and as requested by the County. Delivery shall occur 24-48 hours on stock materials and manufacturer's lead time on non-stock material.
- 5. Billing and Payment All billing shall be invoiced to the ordering Boone County Office / 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. This Agreement shall be governed under the laws of the State of Missouri and any action relating hereto shall be brought in the Circuit Court of Boone County, Missouri.
- 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.

GRAYBAR ELECTRIC COMPANY	BOONE COUNTY, MISSOURI
by Nan Chaefer title AREA MANAGER	by: Boone County Commission Daniel K. Atwill, Presiding Commissioner
APPROVED AS TO FORM: County Counselor	ATTEST: Wendy S. Noren, County Clerk Wendy S. Noren, County Clerk
In accordance with RSMo 50.660, I hereby certify that a su available to satisfy the obligation(s) arising from this contracterms of this contract do not create a measurable county obligation.	act. (Note: Certification of this contract is not required if the
Signature by any	5/6/13 County-Wide Term & Supply No Encumbrance Regional Date Appropriation Account

LA County Bid - Notice of Intended Award - Solicitation RFP-IS-13255001

Basis of Award *

With limited exceptions, solicitations conducted under the statutory authority of the Purchasing Agent are price-based with the resultant award being made to the lowest, responsive, responsible bidder that fully meets and complies with all of the specifications and requirements of the solicitation.

*For this solicitation, the awarded vendor was selected based on the total points earned in accordance to the evaluation criteria set forth in RFP-IS-13255001.

This is a Notice of Intent to Award: Solicitation Number: RFP-IS-13255001

Tile: Electrical Products - National Program

Total points of awarded vendor: 9,052

Intended Awarded Vendor: GraybaR

County of Los Angeles - Protest Policy

Pursuant to County Purchasing Policy M-1100, A bid protest may be filed by Vendors who submitted a bid response for the intended award information above. Information and procedures for filing a bid protest can be accessed from http://lacounty.info/doing_business/M-1100.pdf.

If you have any questions, or wish to file a protest please contact the Buyer: Ted Lo at 323-267-2207; or by email at ted.lo@isd.lacounty.gov.

Thank You, ISD/Purchasing Division

Ted Lo C.P.M. M.B.A.

Purchasing & Contracts Analyst II



"Satisfied Customers... Our Number One Goal"

1100 N. Eastern Ave. – Rm. G115 Los Angeles, CA 90063 Office: 323-267-2207 Fax: 323-415-8662

Ernail: ted.lo@isd.lacounty.gov

Bid Website: http://camisvr.co.la.ca.us/lacobids



CONTRACT NO MA-IS-1340234-1 VERSION DATE

INTERNAL SERVICES DEPARTMENT

GRAYBAR ELECTRIC COMPANY 383 SOUTH CHERYL LANE

BUYER Theodore Lo PHONE 323-267-2207

EMAIL: ted.lo@isd.lacounty.gov

PROCUREMENT FOLDER: 453245

VENDOR NO: 501079 CONTACT KEV'N STOKER PHONE 909-451-4454

FISCAL YEAR.

EXPIRATION

EFFECTIVE DATE C4/01/13 03/31/16

INDUSTRY CA 91789

Electrical Products - US Comm

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1	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	0.0000 %
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	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				

COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE

328-2013

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	CONTRACT NO: MA-IS-1340234-1	
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2 LINE NO. COMMODITY/SERVICE DESCRIPTION QUANTITY UOM PRICE TYPE VALUE COMMODITY CODE: 285-93-00-047498 0.000 **CATALOG** 4.0000 % **ELECTRICAL PRODUCTS AND SUPPLIES** FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog COMMODITY CODE: 285-93-00-047498 0.000 **CATALOG** 5.0000 % **ELECTRICAL PRODUCTS AND SUPPLIES** FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog COMMODITY CODE: 285-93-00-047498 0.000 **CATALOG** 6.0000 % **ELECTRICAL PRODUCTS AND SUPPLIES** FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog 7 COMMODITY CODE: 285-93-00-047498 1.000 **CATALOG** 7.0000 % **ELECTRICAL PRODUCTS AND SUPPLIES** FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog

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11	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	10.0000 %
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12	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	12.0000 %
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19	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	21.	0000 %
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20	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	22.0	0000 %
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21	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	23.0	0000 %
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	CONTRACT NO: MA-IS-1340234-1

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27	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	30.	0000 %
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28	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	31.0	0000 %
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29	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	32.0	0000 %
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30	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	33.0	000 %
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35	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	38.00	00 %
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36	COMMODITY CODE: 285-93-00-047498	0.000	ļ	CATALOG	39.00	00 %
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37	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	40.000	00 %
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38	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	41.000	00 %
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39	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	42.000	00 %
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PRICE SHEET	TERM CONTRACT AWARD
	CONTRACT NO: MA-IS-1340234-1

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40	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	43.0000 %
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41	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	44.0000 %
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42	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	45.0000 %
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43	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	46.0000 %
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PRICE SHEET	TERM CONTRACT AWARD
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11 LINE NO. UOM PRICE TYPE VALUE QUANTITY COMMODITY/SERVICE DESCRIPTION 0.000 CATALOG 47.0000 % 44 COMMODITY CODE: 285-93-00-047498 **ELECTRICAL PRODUCTS AND SUPPLIES** FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog COMMODITY CODE: 285-93-00-047498 0.000 **CATALOG** 48.0000 % 45 **ELECTRICAL PRODUCTS AND SUPPLIES** FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog 0.000 **CATALOG** 49.0000 % COMMODITY CODE: 285-93-00-047498 46 **ELECTRICAL PRODUCTS AND SUPPLIES** FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog 47 | COMMODITY CODE: 285-93-00-047498 0.000 **CATALOG** 50.0000 % **ELECTRICAL PRODUCTS AND SUPPLIES** FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog 0.000 **CATALOG** 51.0000 % 48 COMMODITY CODE: 285-93-00-047498 **ELECTRICAL PRODUCTS AND SUPPLIES** FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT

PRICE SHEET	TERM CONTRACT AWARD
	CONTRACT NO: MA-IS-1340234-1

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51	COMMODITY CODE: 285-93-00-047498	0.000	}	CATALOG	54.0	0000 %
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52	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	55.0	0000 %
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53	COMMODITY CODE: 285-93-00-047498	0.000	CATALOG		56.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
54	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	57.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES		}		
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
55	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	58.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
56	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	59.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
57	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	60.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT				
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
58	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	61.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES		Ì		·
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
59	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	62.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
60	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	63.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES		1		
ĺ	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
61	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	64.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	иом	PRICE TYPE	VALUE
62	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	65.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
ļ. 	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
63	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	66.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
64	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	67.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
65	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	68.0000 %
}	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
66	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	70.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT				

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
67	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	71.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				·
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
68	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	72.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
69	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	73.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
- 1	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
70	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	74.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
71	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	75.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog			,	
72	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	76.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
73	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	80.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
74	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	82.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
ľ	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
75	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	83.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT				

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
76	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	84.0000 %
!	ELECTRICAL PRODUCTS AND SUPPLIES		,		, ,
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
77	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	86.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
78	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	87.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
79	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	88.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
80	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	89.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT catalog				
81	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	90.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
82	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	91.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
83	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	92.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
84	COMMODITY CODE: 285-93-00-047498	1.000		COST-PLUS	23.0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES - LIGHTING				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS				

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALU	E
	INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR ONLY THIS LINE. catalog					
85	COMMODITY CODE: 285-93-00-047498	1.000		COST-PLUS	26.	0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES - SERVICES (LA COUNTY RESTRICTED)					
	FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SERVICES SPREADSHEET FOR ONLY THIS LINE. (Service-List_of_Suppliers_Cost_Plus_noto_Exceed_26_Per cent.xls) catalog					
86	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	0.	0000 %
	ELECTRICAL PRODUCTS AND SUPPLIES - CORE ITEMS					
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog					

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Terms & Conditions in accordance with RFP-IS-13255001.

LOCAL FIXED ASSETS - LA County Only.

For all local awards, any single piece of equipment priced at over \$5,000/unit will be excluded from any resulting agreements.

SUBCONTRACTING

The requirements of the Master Agreement may not be subcontracted by the Supplier without the advance written approval of the County. Any attempt by the Supplier to subcontract without the prior written consent of the County may be deemed a material breach of the Master Agreement.

A. If the Supplier desires to subcontract, the Supplier shall provide the following information promptly to the County:

A description of the work to be performed by the Subcontractor;

A draft copy of the proposed subcontract; and

Other pertinent information and/or certifications requested by the County.

- B. The Supplier shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Supplier employees.
- C. The Supplier shall remain fully responsible for all performances required of it under the Master Agreement, including those that the Supplier has determined to subcontract, notwithstanding the County's approval of the Supplier's proposed subcontract.
- D. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under the Master Agreement. The Supplier is responsible to notify its Subcontractors of this County right.
- E. The County's Purchasing Agent or designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Supplier shall forward a fully executed subcontract to the County for their files.
- F. The Supplier shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- G. The Supplier shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.
- H. The Supplier shall ensure delivery of all such documents before any Subcontractor employee may perform any work hereunder.

LOCAL SERVICES - LA County Only

For local awards, services will excluded from any resulting agreements. Only products will be included for local agreements.

VOLUME INCENTIVES:

- A. A one half of a percent (0.5%) rebate on all purchases made in excess of one million dollars (\$1,000,000), retroactive to dollar one. Paid annually.
- B. A one percent (1.0%) rebate on all purchases made in excess of two million dollars (\$2,000,000),

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retroactive to dollar one. Paid annually.

C. A one and one half percent (1.5%) rebate on all purchases made in excess of four million dollars (\$4,000,000), retroactive to dollar one. Paid annually.

SERVICES:

Pricing is a Not To Exceed Cost Plus 26%. Pricing will be determined by the size and scope of the project and level of Graybar's involvement. Graybar will provide a copy of the applicable invoices to verify compliance with the Not To Exceed benchmark. All pricing will be finalized with the Participating Public Agency prior to the issuance of any purchase order.

ADDITIONAL SERVICES AT NO COST:

Services with No Cost include, but are not limited to:

Shop Graybar,

eBusiness.

Graybar Smart Stock,

Inventory Management,

Graybar Building and Technology Specialists,

Contract Compliance,

Emergency Service,

Emergency Preparedness,

Mobility Solutions,

Municipal and Cooperative Utility Services

NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Supplier. This Master Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

NOTICE OF DELAYS

Except as otherwise provided under the Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Master Agreement, that party shall, within two (2) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

NOTICE OF DISPUTES

The Supplier shall bring to the attention of the County any dispute between the County and the Supplier regarding the performance of services as stated in the Master Agreement.

The County Purchasing Agent and/or his designee shall make the sole determination regarding the disposition and resolution of the dispute.

CONSUMPTION REPORTS/ITEM NUMBERS/PURCHASES

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Each County department or participating agency is to be assigned a customer number to be used in identifying each sale and proper billing address.

Supplier shall be required to furnish to the County's Purchasing Agent/designee or requesting participating agency, monthly computer based usage reports of purchases separated by individual County departments or entity, and/or delivery locations, and employee purchases, listing quantities of separate items purchased and total dollars expended.

Usage reports listing items in alphabetical order and descending dollar volume order must also be provided upon request.

Supplier must provide any other usage reports that the County Purchasing Agent/designee or participating agencies may require for their internal controls including but not limited to Green Product consumption, HUB/DBE use, etc.

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT

COMPLIANCE PROGRAM

Failure of the Supplier to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute default under the Master Agreement. Without limiting the rights and remedies available to the County under any other provision of the Master Agreement, failure of the Supplier to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate the Master Agreement pursuant to Termination for Default herein, and pursue debarment of the Supplier, pursuant to County Code Chapter 2.202.

TERMINATION FOR CONVENIENCE

The Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Such termination shall be effected by notice of termination to the Supplier specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective.

The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- A. After receipt of a notice of termination and except as otherwise directed by the County, the Supplier shall:

 Stop performance under the Master Agreement on the date and to the extent specified in such notice, and

 Complete performance of such part of the Master Agreement as shall not have been terminated by such

 notice.
- B. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Supplier under the Master Agreement shall be maintained by the Supplier in accordance with paragraph 1.33.9 (Record Retention and Inspection/Audit Settlement) of this RFP.

TERMINATION FOR DEFAULT

The County may, by written notice to the Supplier, terminate the whole or any part of the Master Agreement, if, in the judgment of County's Purchasing Agent or designee:

Supplier has materially breached the Master Agreement; or

Supplier fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under the Master Agreement; or

Supplier fails to demonstrate a high probability of timely fulfillment of performance requirements under the

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Master Agreement, or of any obligations of the Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- A. In the event that the County terminates the Master Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated.
- B. The Supplier shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Supplier shall continue the performance of the Master Agreement to the extent not terminated under the provisions of this sub-paragraph.
- C. Except with respect to defaults of any Subcontractor, the Supplier shall not be liable for any such excess costs of the type identified herein if its failure to perform the Master Agreement arises out of causes beyond the control and without the fault or negligence of the Supplier. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Supplier. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Supplier and Subcontractor, and without the fault or negligence of either of them, the Supplier shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Supplier to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- C. If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Supplier was not in default under the provisions herein, or that the default was excusable under the provisions, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience, as described herein.
- D. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

TERMINATION FOR IMPROPER CONSIDERATION

The County may, by written notice to the Supplier, immediately terminate the right of the Supplier to proceed under the Master Agreement if it is found that consideration, in any form, was offered or given by the Supplier, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Supplier's performance pursuant to the Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Supplier as it could pursue in the event of default by the Supplier.

- A. The Supplier shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- B. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

TERMINATION FOR INSOLVENCY

The County may terminate the Master Agreement in the event of the occurrence of any of the following:

A. Insolvency of the Supplier. The Supplier shall be deemed to be insolvent if it has ceased to pay its debts

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for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Supplier is insolvent within the meaning of the Federal Bankruptcy Code;

B. The filing of a voluntary or involuntary petition regarding the Supplier under the Federal Bankruptcy Code; the appointment of a Receiver or Trustee for the Supplier; or the execution by the Supplier of a general assignment for the benefit of creditors.

The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of the Master Agreement, the County shall not be obligated for the Supplier's performance hereunder or by any provision of the Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for use under the Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated, then the Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Supplier in writing of any such non-allocation of funds at the earliest possible date.

VALIDITY

If any provision of the Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of the Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

WAIVER

No waiver by the County of any breach of any provision of the Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of the Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

WARRANTY AGAINST CONTINGENT FEES

The Supplier warrants that no person or selling agency has been employed or retained to solicit or secure the Master Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Supplier for the purpose of securing business. For breach of this warranty, the County shall have the right to terminate the Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

PARTICIPATING MUNICIPALITIES

Excluding any local awards, the County has designated U.S. Communities Government Purchasing Alliance (herein U.S. Communities) as the agency to provide administrative services related to purchases by other governmental entities (Participating Public Agencies) under the Master Agreement. At the County's sole discretion and option, and upon Supplier entering into the requisite U.S. Communities Administration Agreement, Participating Agencies may acquire products under the Master Agreement. Such acquisitions shall be at the prices stated in the Master Agreement, or lower.

The awarded Supplier(s) must deal directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment. The County is acting as

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Contracting Agent for the Participating Public Agencies and shall not be held liable for any costs, damages, etc. incurred by any other Participating Public Agency.

In no event shall the County be considered a dealer, remarketer, agent or representative of the Supplier.

PRE-PRINTED TERMS AND CONDITIONS

Pre-printed terms and conditions/bidders contract documents. Bidders pre-printed terms and conditions or restrictions commonly appearing on the reverse side of letters submitted with the bid and/or bidders specifications material and contract documents will be disregarded in the absence of a positive written statement from Bidder and approved in writing by the County Purchasing Agent that all or a particular portion of such writings are in addition to or supersede the County terms and conditions.

RESERVATION

The County of Los Angeles reserves the right to bid individual large requirements when deemed in the best interests of the County.

RETURN OF GOODS RECEIVED

In bidding, Proposer agrees to accept for full credit any merchandise returned in good condition within five days after receipt of goods without any handling charges; however, no return shall be made of any material which has been put into operation other than for test. When products delivered fail to meet specification, cost of inspection shall be for account of vendor.

CANCELLATION

Any agreement formulated from this inquiry may be cancelled by either party upon (ninety) 90 days written notice. The County may continue to place orders against said agreement until the effective date of such cancellation.

PRICING

Except as specifically noted herein, category product price proposals shall be firm, fixed prices for one year after the award for core list items and discount off manufacturer price list for all other items. In all cases, the County will reserve the right to reject any price increases during the terms of the Master Agreement. The County reserves the right to negotiate pricing and to add and delete items.

MASTER AGREEMENT TERM

The Master Agreement term shall be for a period of three (3) years from the date of award, with two (2) additional 12-month extension options which may be exercised at the sole discretion of the County.

PRICE ADJUSTMENTS

All price adjustment requests must be submitted no less than 60 days prior to implementation. All upward price adjustments must be supported by manufacturers letter(s) substantiating the requested increase, the percent increase and must be approved by County Purchasing Agent. Price decreases will be accepted any time during he contract period with 60 day notice.

SUBSTITUTION

		
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without substitution of material or style, at the requisitioning agency official.	d made from this RFP are to be supplied as offered, and accepted ne contract price. Any deviation must be approved in advance by the	
FREIGHT Freight Prepaid and Allowed. All charges in	icluding, but not limited to, transportation, packing and installation, to in agency facilities, anywhere within Los Angeles County or any in the Supplier' ¢' ¢' ¢s price.	

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The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- 2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.
- 3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- 4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-1340234-1	
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- 5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- 6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to medify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

- 1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.
- 2. Upon request by COUNTY, identify the country/countries of origin of any products. goods, supplies or other personal property bidder sells or supplies to COUNTY, and
- 3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

- B. Written Employee Jury Service policy.
- 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-1340234-1	
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- 2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.
- 3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sale discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- 4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material, breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.

ASSIGNMENT BY CONTRACTOR

- A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI ea.

May Session of the April Adjourned

Term. 20 13

County of Boone

In the County Commission of said county, on the

16th

day of May

20 13

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

Now on this day the County Commission of the County of Boone does hereby amend Commission Order 214-2013 with the attached first amended Order of Abatement.

Done this 16th day of May, 2013.

ATTECT.

Wendy S. Nøren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

In Re: Nuisance Abatement)	May Session
4480 Hinkson Creek Rd)	April Adjourned
Columbia, MO 65202)	Term 2013
)	Commission Order No. 228 - 2013

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 16th day of May 2013, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

- 1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
- 2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
- A public nuisance exists described as follows: trash and junk and a derelict/unlicensed/junk-filled/dismantled/inoperable white Ford Taurus on the premises.
- 4. The location of the public nuisance is as follows:4480 Hinkson Creek Road PT E1/2 SE (S of Road and W of Creek being the smaller tract of SUR 509-405) a/k/a parcel #12-801-28-00-002.00 01 Section 28, Township 49, Range 12 as shown by deed book 0351 page 0091, Boone County
- 5. The specific violation of the Code is: trash and junk and a derelict/unlicensed/junk-filled/dismantled/inoperable white Ford Taurus on the premises in violation of sections 6.5 and 6.9 of the Code. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 18th day of February, 2013, to the property owner, occupant, and any other applicable interested persons.
- 7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current

vear.

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri

By Boone County Commission

Presiding Commissioner

ATTEST:

Boone County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 263

County of Boone

In the County Commission of said county, on the

16th

day of May

20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to purchase a walk-behind concrete saw.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2040	92300	Public Works MO	Replacement Equipment	3,500	
2040	91300	Public Works MO	Machinery & Equipment		3,500

Done this 16th day of May, 2013.

ATTEST:

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner

To: County Clerk's Office

Comm Order # 229-2013

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION Please do not remove staple. RECEIVED

5/13/13 EFFECTIVE DATE

MAY 1 3 2013

FOR AUDITORS USE

			1 0 2010	(Use whole \$	amounte)
Dept	Account	BOONE (Fund/Dept Name	COUNTY AUDITOR	Transfer From Decrease	Transfer To
2040	92300	Public Works MO	Replacement Equipment	3,500	
2040	91300	Public Works MO	Machinery + Eguprist		 3,500
2040	91300	Public Works IVIO	July July	_	3,500
	 				
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		<u> </u>		3,500	3,500
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SUBLSCR BOONE	SUBSIDIARY LEDGER		5/13/13 15:04:13			
Year <u>2013</u> Dept <u>2040 PW-MAI</u>	NTENANCE OPERATIONS	Original Appropriation Revision				
, , , , , , , , , , , , , , , , , , ,	ENT MACH & EQUIP	Original + Revision				
Fund 204 ROAD &	BRIDGE FUND	Expenditure	s 371,033.00			
		Encumbrance	s 251,765.12			
Class/Account A	ACCOUNT	Actual To Dat	e <u>622,798.12</u>			
	EXPENSE	Remaining Balanc	e <u>27,861.88</u>			
Normal Balance D	DEBIT	Shadow Balanc	e 27,861.88			
Expenditures by Period						
January		July				
February		August				
March	363,445.00	September				
April	7 <u>,588.00</u>	October				
May		November				
June .		December	_ _			

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

All scheduled egupment purchases have been fact or encumbured. Savnag from the account und be used to furchase the used Concrete Daw.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI ea

May Session of the April Adjourned

Term. 20 13

County of Boone

In the County Commission of said county, on the

16th

day of May

20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Government Center Chambers by Bobby Schembre to discuss the Columbia Art Scene on May 21, 2013 from 6:00 p.m. to 9:00 p.m.

Done this 16th day of May, 2013.

ATTEST:

Wendy S. Nøren

Clerk of the County Commission

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner



Boone County Government Center

801 East Walnut, Room 333

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Grounds and/or Roger B. Wilson Government Center or Centralia Satellite Office as follows:

Government Center or Centralia Satellite Office as follows: Description of Use: We intend to use the Chambers Room as a place to meet and discuss Columbia's art scene and how we can help improve it and learn more about it. We will also use the room to gather and fraternize around our common love of Music and Art. Date(s) of Use 5/21/13 Time of Use: From: 6:00 PM thru 9:00 Facility requested: Courthouse Grounds □ - Courtyard Plaza □ - Chambers ✓ - Rm301 □ - Rm306 □ - Rm311 □ - Rm332 □ Centralia Clinic The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved: 1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use. 3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms. 4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions. 5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application. Name of Organization/Person: Bobby Schembre (unofficial group unnamed) Organization Representative/Title: Bobby Schembre (Group leader) Address: 506 West Blvd. N Columbia MO 65203 Phone Number:____ 573-864-5031 Date of Application: 5/10/13 Email Address: bobbyschembre@gmail.com

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

County Clerk

DATE: 5-16-13

BOONE COUNTY, MISSOURI

County Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 13

County of Boone

In the County Commission of said county, on the

16th

day of May

20 13

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

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

Name	Board	Period
David F. Moore	Park Board	May 16, 2013 through May 16, 2017

Done this 16th day of May, 2013.

TTEST.

Wendy S/Moren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

-District II Commissioner



Boone County Government Center 801 E. Walnut, Room 245 Columbia, MO 65201

573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION **APPLICATION FORM**

Board or Commission: Parks		Term:	Not sure
Current Township: Columbia Today's Date:			013
Name: David F. Moore			
Home Address: 10701 E. North La Vista Dr. Town Columbia	Zip Code:	65202	
Business Address: 401 Reynolds Alumni Ctr. Town Columbia	Zip Code:	65211	
Home Phone: 573-214-2804 Work Phone: 57 Fax: E-mail: Okst8@ mooredf			
Qualifications Served on Boone County Parks Board since 2005. Ir parks projects.	iterested in sup	porting	county
Past Community Service: Boone County Historical Society Archives numerous recreational sports teams for management of the second sports.	· ·	oach of	
References: Heidi Harmelink, 573-884-5956; Mark Gilmore, 573-25	6-9852		

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

> David F. Moore **Applicant** Signature

Return To:

Application Boone County Commission Office Boone County Government Center

801 East Walnut, Room 333 Columbia, MO 65201

Fax: 573-886-4311