CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 15

County of Boone

Soone **J** ea

In the County Commission of said county, on the

17th

day of

March

0 15

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

Now on this day the County Commission of the County of Boone does hereby recognize the collaborative efforts of the City of Ashland, Boone County, APAC and Engineering Surveys and Services for the successful completion of the Angel Lane Reconstruction Project.

Done this 17th day of March, 2015.

ATTEST:

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

Proclamation in Recognition of The Successful Completion of the Angel Lane Reconstruction Project

	•		
Whereas,	Angel Lane in Ashland, MO was in a state of disrepair, making it a difficult route for the use of travelers; and		
Whereas,	Angel Lane had great potential to serve as a main means of travel to and from the Columbia Regional Airport as well as Ashland Industrial Park; and		
Whereas,	the City of Ashland and Boone County recognized the impact the improvement of Angel Lane could have to the city and the county; and		
Whereas,	the City of Ashland and Boone County exhibited their commitment to excellence through their collaboration with each other, APAC and Engineering Surveys and Services on the Angel Lane Reconstruction Project; and		
Whereas,	the City of Ashland and Boone County recognized the necessity of establishing a cost-share agreement in order to complete the project in a timely and cost-effective manner; and		
Whereas,	the City of Ashland now has ownership of the successfully reconstructed Angel Lane; and		
Whereas,	the Angel Lane Reconstruction Project received the Excellence in Paving award in recognition of the high quality engineering performed on the project which has been rated the best Full Depth Reclamation (FDR) Projected completed in the State of Missouri in 2014 by the Missouri/Kansas Chapter of the American Concrete Pavement Association and Missouri Department of Transportation; and		
Whereas,	the Angel Lane Reconstruction Project received the second place award in the Minor Road Overlay category from the Missouri Asphalt Paving Association;		
Therefore,	the Boone County Commission does hereby recognize the collaborative efforts of the City of Ashland, Boone County, APAC and Engineering Surveys and Services which resulted in the successful completion of the Angel Lane Reconstruction Project.		
IN TESTIMO	NY WHEREOF, this 17th day of March, 2015.		
	Daniel K. Atwill, Presiding Commissioner		
	Karen M. Miller, District I Commissioner		
ATTEST:	Janet M. Thompson, District II Commissioner		

Wendy S. Noren, County Clerk

CERTIFIED COPY OF ORDER

March Session of the January Adjourned

Term. 20 15

County of Boone

STATE OF MISSOURI

} ea.

17th

day of

March

15

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

In the County Commission of said county, on the

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to OSCA-11-029-14, Drug/Alcohol Testing Equipment and Services.

The terms of this amendment are stipulated in the attached Contract Amendment Number One. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 17th day of March, 2015.

ATTEST:

Wendy S. Noten

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

Melinda Bobbitt, CPPO Director of Purchasing



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

MEMORANDUM

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPB, CPPO

DATE:

September 2, 2014

RE:

Amendment Number One – OSCA-11-029-14 – Drug/Alcohol Testing

Contract OSCA-11-029-14 – Drug / Alcohol Testing Equipment and Services was approved by commission for award to Redwood Toxicology Laboratory, Inc. on June 19, 2012, commission order 290-2012. This amendment clearly outlines the on-site device products and services provided by Redwood Toxicology as part of the drug and alcohol testing services provided under this contract through June 30, 2015.

Invoices will be paid from departments 2830 – Circuit Drug Court, 2904 – Alt Sentencing PGMS-LE Sales Tax, and 1243 – Judicial Grants/Contracts, accounts 71100 – Outside Services and 86300 - Testing.

cc:

Mary Epping, Court Administrator

Contract File

Commission Order: <u>118-2615</u>

CONTRACT AMENDMENT NUMBER ONE PURCHASE AGREEMENT FOR DRUG / ALCOHOL TESTING EQUIPMENT AND SERVICES

The Agreement **OSCA-11-029-14** dated June 19, 2012 made by and between Boone County, Missouri ("County") and **Redwood Toxicology Laboratory, Inc.** ("RTL"), for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. ADD attached Boone County Insurance Requirements
- 2. ADD Attachment A Pricing Schedule which outlines on-site device products to be used by RTL as part of the drug and alcohol laboratory testing services offered to County under contract agreement.
- 3. ADD the following to the contract regarding RFL offering drug and alcohol laboratory testing services ("services") and instant, on-site device products ("Products"), described on Attachment A:

a. Drug Testing Services

- 1. RTL shall provide the Services, as described in this Amendment, in connection with Customer's drug and alcohol testing program. Drugs and panels to be tested by RTL are described in Attachment A.
- 2. RTL shall provide free collection services in the price of the urine lab services. Panels and prices are described in Attachment A.
- 3. RTL shall provide screening and confirmation Services for alcohol and drugs of abuse in urine and oral fluids. Screening and confirmation methodologies vary by drug or metabolite and are subject to change at RTL's discretion. The most current screening and confirmation methodologies by drug, metabolite and/or panel are provided on RTL's website.
- 4. RTL's standard service includes all urine collection and shipping supplies. Supplies include requisition forms, specimen collection bottles, security seals and pre-paid shipping labels or containers. All items shipped FOB Destination. Shipping costs for outbound supplies and inbound specimens are provided in Attachment A.
- 5. RTL shall supply electronic reporting of laboratory results through their proprietary webpage at https://toxaccess.redwoodtoxicology.com. Fax summary and/or hard copy reports shall be provided upon written request by County Representative.
- 6. Turnaround time for results varies by test and method. Timely receipt of the specimen at the lab may be impacted by weather or postal/courier service delays. Turnaround time may be delayed if RTL is in receipt of a specimen that shows signs of tampering or has illegible writing on the chain of custody or label. Below is an approximation of RTL's turnaround times:

Urine Drug Testing

- Negative results for basic urine tests (non-esoteric) are available within twenty-four (24) hours after receipt of specimens(s) at RTL.
- Confirmed positive results or esoteric testing requiring GC-MS, LC-MS/MS, or GC-FID will be reported to authorized County Representative(s) within forty-eight (48) hours to seventy-two (72) hours after receipt of specimen(s), or after receiving request for GC-MS, LC-MS/MS, or GC-FID confirmation.

Oral Fluid Drug Testing

- Negative results for oral fluid drug-screens are available within twenty-four (24) hours after receipt of specimen(s) at RTL.
- Confirmed positive results by GC-MS or LC-MS/MS will be reported to authorized County Representative(s) within forty-eight (48) to seventy-two (72) hours after receipt of specimen(s), or after receiving request for GC-MS or LC-MS/MS confirmation.

- RTL shall retain positive specimens for three (3) months.
- RTL shall provide litigation packets and court representation/testimony at the prices outlined in Attachment A.

b. **Drug Testing Products**

- 1. RTL shall provide Products, as described in this Amendment, in connection with County's drug and alcohol testing program. RTL may substitute a generic (unbranded) Product of an identical configuration, at the same price, when branded devices are not available.
- Collection and shipping supplies are available for Products. Supplies include requisition forms, specimen collection bottles or beakers, security seals and pre-paid shipping labels or containers. Costs for these collection and shipping supplies are described in Attachment A.

c. Price, Payment and Returns

1. Price

i. County agrees to pay RTL for Services and Products in accordance with the pricing provided in Attachment A. Pricing is firm through June 30, 2015. This agreement may be extended beyond the expiration date by order of the County for additional one year periods subject to the pricing renewals by the Office of State Courts Administrator.

2. Payment

- i. Services: RTL shall bill County for Services on a monthly basis. County agrees to make payments to RTL within thirty (30) days from the date of the monthly statement.
- ii. Products: RTL shall bill County for Products upon shipment of order. Invoices for Products are sent separately from Services invoices. County agrees to make payments to RTL within thirty (30) days from the date of the monthly statement.

3. Returns

i. Any order rejected by the County on the basis that the Product is either non-conforming or is defective may be returned to RTL for full credit or replacement as set forth below. All claims must be made within 30 days from date of invoice.

d. Warranties and Remedies – RTL warrants to the Customer:

Warranties:

i. That the Products shall be free from defects in material and workmanship and shall be in conformity in all material respects with the product specifications throughout the duration of their stated shelf life.

Remedies:

- i. In case that all or part of the delivered Products is found defective or otherwise in breach of any warranty given herein, RTL shall replace the Products and shall bear the relevant freight costs to the County, provided that the County shall promptly after discovery give notice of the defect or non-conformity to RTL.
- ii. If a shipment is found to have non-conforming Products, County reserves the right to
 withhold payment until said non-conforming Products are replaced by RTL. In the alternative,
 County may pay the invoice for the non-conforming Product prior to replacement and receive a

Commission Order: 118 - 2015

credit for the amount so paid toward a subsequent order. In the event that non-conforming Products are accepted by County at a discounted price, credit will be applied to future orders.

4. 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.

REDWOOD TOXICOLOGY LABORATORY, INC.

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

CJ 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.)

2830 / 71100; 2904 / 86300; 1243 / 86300

Signature

No Encumbrance Required 74-5

No Encumbrance Required 74-5

Appropriation Account

BOONE COUNTY INSURANCE REQUIREMENTS

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, Employers Liability and Workers Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

Attachment A to RTL Service Agreement 13th Circuit Alternative Sentencing Pricing Schedule

Laboratory Drug & Alcohol Testing Services - Urine (Non-Esoteric)

URINALYSIS STANDARD PANELS

DRU	G(S)	DESCRIPTION	PANEL CODES	SCREENING METHODOLOGIES	PRICE PER TEST
		Nine Drug Standard Lab Panel + Buprenorphine, EtG and			
9)	Tramadol (Cost includes free collection services)	R8 <i>'</i> 7	EIA	\$8.50

Drugs available for standard panels include: Alcohol, Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Methamphetamine (including Ecstasy), Opiates, Oxycodone, and Marijuana (THC). Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes are also subject to change.

URINALYSIS CONFIRMATION

DESCRIPTION	TEST CODE	PRICE PER TEST
GC-MS or LC-MS/MS Confirmation for Standard Drugs – cost per drug	5XXX	\$9.00
GC-FID Alcohol Confirmation	5047	\$9.00
Buprenorphine LC-MS/MS Confirmation	5292	\$9.00

^{*} Drugs available for confirmation include: Alcohol, Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Methadone, Methamphetamines (including Ecstasy), Opiates, Oxycodone, PCP, Propoxyphene, and Marijuana (THC). Confirmation and methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes are also subject to change.

URINALYSIS ESOTERIC TESTS

DESCRIPTION	TEST CODE	SCREENING METHODOLOGIES	
Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS)	5747	LC-MS/MS	\$9.00
Synthetic Cannabinoids (K2/Spice) Premium Panel – tests for 30 different parent			
drugs/metabolites.	8474	LC-MS/MS	\$35.00
Designer Stimulants (Bath Salts) Expanded Panel – tests 21 different parent			
drugs/metabolites. Confirmed by GC-MS or LC-MS/MS.	P80	GC-MS	\$35.00

Court Representation/Testimony/Support

FEES

DESCRIPTION	PRICE PER DAY
	\$700.00 + Travel, a daily meal per-diem and hotel costs not to exceed the county and
In-Court Testimony	state rates, and any other related travel cost.
Written Affidavits/Telephonic Testimony	No additional cost

Attachment A to RTL Service Agreement 13th Circuit Alternative Sentencing **Pricing Schedule**

Laboratory Shipping & Supplies

RTL provides all necessary laboratory urine testing specimen collection and shipping supplies to its clients at no additional cost. Laboratory supplies are sent in three (3) month increments, based on Customer's historic lab volumes.

PART NUMBER	DESCRIPTION	, Unit Price
031215	60 ml Urine Collection Bottle with Built-in Temp Strip	\$0.00
031234	90 ml Urine Collection Bottle with Built-in Temp Strip	\$0.00
031341	Specimen baggies with absorbent material	\$0.00
Varies	Preprinted Chain of Custody forms/labels	\$0.00
113211	Security Seals	\$0.00
039030	FedEx overnight shipping labels	\$0.00
031011	Large Ziploc bags for shipping through FedEx	\$0.00
031210	FedEx lab pack	\$0.00
039037	UPS shipping box	\$0.00
031279	UPS overnight shipping labels	\$0.00
039032	UPS padded pack	\$0.00
039034	UPS lab pack	\$0.00
031219	U.S. mailer box – One 60 ml Urine Collection Bottle	\$0.00
031220	U.S. mailer box – Two 60 ml Urine Collection Bottles	\$0.00
031222	U.S. mailer box – Two 90 ml Urine Collection Bottles	\$0.00

Lab Supply Shipping & Handling

Outbound lab supply orders will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis. All items shipped FOB Destractes MB 2315

Specimen Shipment to RTL

Next day air service of inbound specimens sent to RTL for testing is provided at no charge; however, it is requested that five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

15 Term. 20

County of Boone

17th

day of

March

15

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

In the County Commission of said county, on the

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Chambers by the Boone County Democratic Central Committee for April 9, 2015, May 14, 2015 and June 11, 2015 from 6:50 p.m. to 8:30 p.m.

Done this 17th day of March, 2015.

Clerk of the County Commission

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner



Roger B. Wilson Boone County Government Center 801 East Walnut, Room 333 Columbia, MO 65201-7732 573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:
Organization: Boone County Democratic Central Committee
Address: POBox 1294
City: Columbia State: MOZIP Code 65205
Phone: 875-1245 Website: booke country democrats. Org
Individual Requesting Use: PegMiller Position in Organization: Committee woman 5th
Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic
Event: Monthly Meetings
Description of Use (ex. Speaker, meeting, reception): Mee in a
Date(s) of Use: Monthly on 2nd Thursday
Start Time of Setup: 6.50 AM/PM Start Time of Event: 7 AM/PM
End Time of Event: 8:15 AMPM End Time of Cleanup: 7:30 AMPM
 To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.
Organization Representative/Title: Homer Page, Committee Chair
Phone Number: 776-094 Date of Application: 3/1/14
Email Address: Mupmusa@socket.net, h)page41@amail.com
Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.
ATTEST: BOONE COUNTY, MISSOURI County Clerk BOONE COUNTY, MISSOURI County Commissioner
DATE: 3-17-15