

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 14

County of Boone

In the County Commission of said county, on the 13th day of November 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Two for 26-05JUL11 – Electronic Payment Processing for the Boone County Recorder.

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

Done this 13th day of November, 2014.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Absent  
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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB, CPPO  
DATE: September 2, 2014  
RE: Amendment Number Two – *26-05JUL11 – Electronic Payment Processing for the Boone County Recorder*

Contract *26-05JUL11 – Electronic Payment Processing* was approved by commission for award to ACH Direct, Inc., dba Federal Payments (now known as Forte Payment Systems, Inc) on September 27, 2011, commission order 394-2011. This amendment allows the Boone County Recorder to use this contract that was created for the Boone County Collector.

Invoices will be paid from department 1160 – Recorder, account 71100 – Outside Services.

cc: Bettie Johnson, Karen Johnson / Recorder's Office  
Contract File

**CONTRACT AMENDMENT NUMBER TWO  
PURCHASE AGREEMENT FOR  
ELECTRONIC PAYMENT PROCESSING  
FOR THE BOONE COUNTY RECORDER**

The Agreement **26-05JUL11** dated September 27, 2011 made by and between Boone County, Missouri and Forte Payment Systems, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. The Boone County Recorder may use the contract as follows:

Credit/Debit Card Convenience Fee: 2.5%, minimum fee of \$1.50  
E-Check Fee: \$1.50 flat

No additional pricing for the setup, or any annual or monthly costs.

Available equipment:

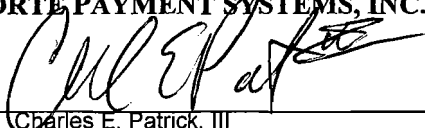
IVR System Set-up	Telephone Payment Solution	\$0.00
VX520 POS (all-in-one) Terminal/Printer		\$240.00 per terminal
*POS MagTek IPAD Reader(s)		\$259.00 per reader
POS MagTek Card Reader		\$80.00 per reader
MagTek iDynamo for Mobile Payments		\$79.00 per reader
Star TSP 1000 Virtual Terminal Thermal Printer	(optional)	\$199.00 per printer
Supplies	(optional) Thermal Printer Paper used with Terminals	per case \$60.00
AGI Integration	Vendor Integration	\$0.00

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

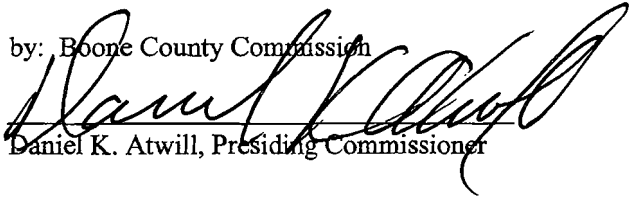
Commission Order: 516-2014

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

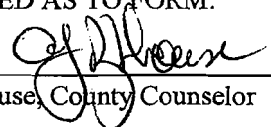
**FORTE PAYMENT SYSTEMS, INC.**

by   
Charles E. Patrick, III  
title Chief Technology Officer

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

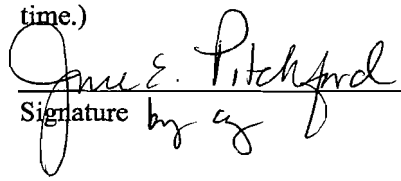
  
CJ Dykhouse, County Counselor

ATTEST:

  
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 by ag

10/31/14  
Date

1160/2380  
equipment  
Appropriation Account

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of November 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve Sole Source Contract 116-123116SS for the purchase of two Standard Evidence.com licenses for the Prosecuting Attorney from Taser International of Scottsdale, AZ.

The terms of the Sole Source Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Sole Source Fact Sheet and Purchase Agreement.

Done this 13th day of November, 2014

ATTEST:

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

Daniel K. Atwill  
 Daniel K. Atwill

Presiding Commissioner

Karen M. Miller  
 Karen M. Miller

District I Commissioner

Absent

Janet M. Thompson

District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: November 12, 2014  
RE: 1<sup>st</sup> Reading - Sole Source Approval – 116-123116SS – (2) Standard Evidence.com Licenses: 3 years for the Prosecuting Attorney

Attached for signature is a Sole Source Request Form and contract from the Boone County Prosecuting Attorney and Information Technology to purchase two Standard Evidence.com licenses from Taser International of Scottsdale, Arizona.

Invoices will be paid from 1170 – Information Technology, account 23050 – Other Supplies. Cost for two licenses are: 2014: \$400; 2015: \$600; 2016: \$600.

On July 24, 2014, the Columbia Police Department (CPD) announced the acquisition of 102 body cameras for use by uniformed officers on duty. CPD is the first police agency in the State of Missouri to institute a policy of outfitting all uniformed officers with body cameras. Patrol and traffic unit officers, school resource officers and the Street Crimes Unit all are utilizing body cameras and detectives and other officers are furnished with body cameras when requested. This video evidence will be obtained by three Investigators in the Prosecuting Attorney's Office. The CPD will provide one license and the County must purchase two licenses in order to view this video evidence.

The intent to purchase as sole source was advertised in the Missourian and Tribune on October 26, 2014.

ATT Sole Source Request

cc: Bonnie Adkins, Prosecuting Attorney  
Aron Gish, Information Technology  
Sole Source File



# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



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

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Boone County Prosecuting Attorney <i>Daniel Knight</i> Daniel Knight
Person Requesting	
Date Requested	10/6/2014
Contact Phone Number	573-886-4100

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: *Melinda Bobbitt* 10-23-14  
Signature Date

SOLE SOURCE NUMBER: 100-12311655  
(Assigned by Purchasing)

COMMISSION APPROVAL: *Daniel Knight* 11-13-14  
Signature Date

Expiration Date: 20 through 12/31 2016 One Time Purchase (check)

*3 year contract*

Vendor Name	<u>Taser International</u>
Vendor Address	<u>17800 N. 85<sup>th</sup> Street, Scottsdale, Arizona 85255</u>
Vendor Phone and Fax	<u>800-978-2737 (Phone) 480-991-0791 (Fax)</u>
Product Description	<u>2 Standard Evidence.com Licenses: 3 years</u>
Estimated Cost	<u>Year 1 \$500.00 Year 2 \$600.00 Year 3 \$600.00</u>
Department/Account	<u>Prosecuting Attorney</u>
Number(s) Invoices Will Be Paid	<u>1170-23050</u>

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
  - Only Known Source-Similar equipment or material not available from another vendor**
  - Equipment or materials must be compatible with existing Equipment
  - Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease
  - Medical device or supply specified by physician
  - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)



- Other - List (attach additional sheets if necessary)
- 

2. Briefly describe the commodity/material you are requesting and its function.

*On July 24, 2014 the Columbia Police Department (CPD) announced the acquisition of 102 body cameras for use by uniformed officers on duty. CPD is the first police agency in the State of Missouri to institute a policy of outfitting all uniformed officers with body cameras. Patrol and traffic unit officers, school resource officers and the Street Crimes Unit all are utilizing body cameras and detectives and other officers are furnished with body cameras when requested. This video evidence will be obtained by three Investigators in the Prosecuting Attorney's Office. The Columbia Police Department will provide one license and we must purchase two licenses in order to view this video evidence.*

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.

*The only way our Investigators will be able to view this video evidence is by obtaining these licenses. The Investigators will obtain the evidence and it will be stored on Evidence.com. The Prosecuting Attorneys will log on to Evidence.com and view the evidence that has been saved by the Investigators.*

4. What research has been done to verify this vendor as the only known source?

*This evidence is provided by the Law Enforcement Agency and cannot be accessed any other way. We expect other Law Enforcement agencies to follow and use the same software.*

5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?

Yes (please attach a list of known sources)

No

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain. *N/A*

7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?

*Unknown at this time.*

8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s). *N/A*

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.  
*N/A*

10. What are the consequences of not securing this specific commodity/material?

*We will not be able to view video evidence.*

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary). *N/A*

12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

*Taser International requires that we sign a three year contract.*

**PURCHASE AGREEMENT  
FOR**

**Standard Evidence.Com Licenses for the Prosecuting Attorney**

**THIS AGREEMENT** dated the 13<sup>th</sup> day of November 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Taser International, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement # **116-123114SS** for **two (2) Standard Evidence.com Licenses for three years** in compliance with Taser International quote dated October 22, 2014 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 quote response may be permanently maintained in the County Purchasing Office bid file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County Standard Terms and Conditions shall prevail and control over the vendor's quote response.

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

**Year 1: September 1, 2014 – December 31, 2014**

<b>Qty</b>	<b>Item #</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
2	88101	Standard Evidence.com License - Year 1	\$200	\$400
20	85201	Included Storage, 10 GBS per standard license	\$0.00	\$0.00

**Year 2: January 1, 2015 – December 31, 2015 (due in 2015)**

<b>Qty</b>	<b>Item #</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
2	88201	Standard Evidence.com License - Year 2	\$300	\$600
20	85201	Included Storage, 10 GBS per standard license	\$0.00	\$0.00

**Year 3: January 1, 2016 – December 31, 2016 (due in 2016)**

<b>Qty</b>	<b>Item #</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
2	88301	Standard Evidence.com License - Year 3	\$300	\$600
20	85201	Included Storage, 10 GBS per standard license	\$0.00	\$0.00

3. **Contract Term** - This agreement shall commence on **November 1, 2014 and extend through January 31, 2016** subject to the provisions for termination specified below.

4. **Billing and Payment** - All billing shall be invoiced to the **Boone County Prosecuting Attorney**. Billings may only include the prices listed in the vendor's quote 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 quote 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.


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. **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:

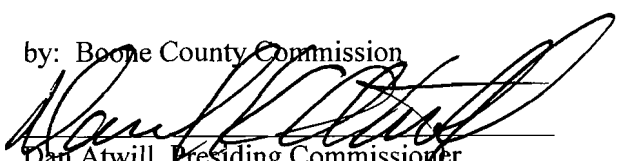
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

**TASER INTERNATIONAL, INC.**

by   
title CEO

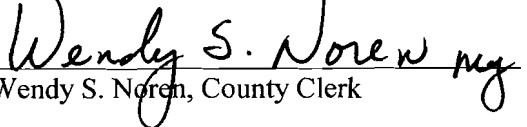
**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Dan Atwill, Presiding Commissioner

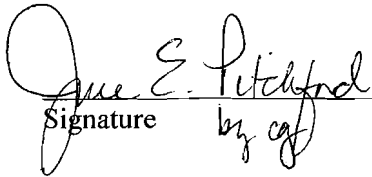
APPROVED AS TO FORM:

  
C.J. Dykhouse, County Counselor

ATTEST:

  
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.)

  
Signature by cef

11/5/14  
Date

1170-23050/2014:\$400.00

Appropriation Account

## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, 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 billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
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 Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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. Within seven (7) days of receipt, item will be considered accepted.
12. 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.
13. 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.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

# TASER International

Protect Life

17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737  
 Fax: (480) 991-0791

**Jason Jones**  
 (573) 874-7403  
 1-573-874-3142  
 jrjones@gocolumbiamo.com



# TASER

## Quotation

**Quote:** Q-15549-6  
**Date:** 10/22/2014 2:13 PM  
**Quote Expiration:** 12/31/2014  
**Effective Date\*:** 11/1/2014  
**Contract Number:** 00002780  
**Expiration Date:** 7/15/2017

**Ship To:**  
 Jason Jones  
 Columbia Police Dept. - MO  
 600 E. WALNUT  
 Columbia, MO 65201  
 US

**Bill To:**  
 Boone County Prosecutors Office  
 Attn: Bonnie Adkins  
 705 E Walnut St  
 Columbia, MO 65201  
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chris Neubeck	602-708-0074	cneubeck@taser.com	Fedex - Ground	Net 30

\*These subscriptions have been prorated for the duration of the existing contract and will be up for renewal at the expiration date listed above.

### Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISC (\$)	NET TOTAL
2	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 200.00	USD 400.00	USD 0.00	USD 400.00
20	85201	INCLUDED STORAGE, 10 GBS PER STANDARD LICENSE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
<b>Due Net 30 Total:</b>						USD 400.00
<b>Due Net 30 Net Price:</b>						USD 400.00

### Year 2--Due in 2015

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISC (\$)	NET TOTAL
2	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 600.00	USD 0.00	USD 600.00
20	85201	INCLUDED STORAGE, 10 GBS PER STANDARD LICENSE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
<b>Year 2--Due in 2015 Total:</b>						USD 600.00
<b>Year 2--Due in 2015 Net Price:</b>						USD 600.00

### Year 3--Due in 2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISC (\$)	NET TOTAL
2	88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 300.00	USD 600.00	USD 0.00	USD 600.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISC (\$)	NET TOTAL
20	85201	INCLUDED STORAGE, 10 GBS PER STANDARD LICENSE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
<b>Year 3--Due in 2016 Total:</b>						USD 600.00
<b>Year 3--Due in 2016 Net Price:</b>						USD 600.00
<b>Subtotal</b>						USD 1,600.00
<b>Grand Total</b>						USD 1,600.00

**Complimentary Evidence.com Tier Upgrade Through 12/31/2014**

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until December 31, 2014. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In January 2015 you will be prompted to select which users you would like to go in which tiers. This will have no impact on uploaded data.

**TASER International, Inc.'s Sales Terms and Conditions  
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at [http://www.taser.com/images/support/downloads/downloads/evidence\\_materials/Professional\\_Services\\_Agreement.pdf](http://www.taser.com/images/support/downloads/downloads/evidence_materials/Professional_Services_Agreement.pdf). You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**PO# (if needed):** \_\_\_\_\_

Please sign and email to Chris Neubeck at [cneubeck@taser.com](mailto:cneubeck@taser.com) or fax to (480) 658-0629

THANK YOU FOR YOUR BUSINESS!

\*Protect Life® and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.  
© 2013 TASER International, Inc. All rights reserved.



**Title:** TASER International, Inc.'s Sales Terms and Conditions – Direct Sales to End User Purchasers  
**Department:** Legal  
**Version:** 6.0  
**Release Date:** 11/22/2013

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**TASER International, Inc.'s Sales Terms and Conditions  
for Direct Sales to End User Purchasers  
(Effective November 22, 2013)**

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER," "we," "us," or "our") products and services purchased directly from us. Products and services sold by us are expressly subject to and conditioned upon the terms and conditions set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the product or service, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on us.

**Return Policies.** All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below for TASER® Citizen Products.

**Exchanges for TASER Citizen Products.** The citizen model products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. Any product returned to TASER without prior authorization from us will be considered an unauthorized return, and you will not receive credit for the product and we will not ship the product back to you. Unless the product is defective or the return is a direct result of our error, we may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

To return a citizen model product, you must first go to our website, [www.TASER.com](http://www.TASER.com) and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. We will not accept returns without an RMA number. See the Product Warranty, [www.TASER.com](http://www.TASER.com), or contact us at 800.978.2737 (+1.480.905.2000 for International callers) for information on how to obtain an RMA number. You must ship the product to us within 5 days of the date that we issue the RMA number as follows:

- in the original product packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- at your expense and insured (if you return the product uninsured then you accept the risk of loss or damage during shipment);
- with the RMA number clearly marked on the outside of the return packaging;
- with proof of purchase of the product (receipt, purchase order, or invoice); and
- with your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, we will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions. If you fail to follow the return or exchange instructions and policies provided by us, we are not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

**Quotes.** A quotation is an offer to sell, is valid only for the products and services listed on the quote at the prices listed on the quote, and is subject to these Sales Terms and Conditions, all of which are deemed incorporated into the quote. The quote from TASER contains the entire terms and conditions

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associated with the transaction. You may accept a quotation by signing the quote, issuing a purchase order, or other writing expressing your intention to be bound. Any terms, conditions or writing within your purchase order or other writing addressing the subject matter of the transaction, will be for your internal purposes only and the terms and conditions contained therein will have no force or effect. If you have not signed a quote from TASER, then your order is subject to cancellation by us, in our sole discretion. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

**Prices.** The price of the products and services are set forth in the quote specifically provided to you (if no quote was provided then the price is that set forth on our current price list or [www.TASER.com](http://www.TASER.com)). Prices do not include taxes, shipping, handling, insurance or other similar charges; any such charges will be added to the price or separately invoiced unless otherwise expressly indicated at the time of sale.

**Payment Terms.** Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. We may invoice parts of an order separately. Where no credit has been granted to you or where credit has been withdrawn (in our absolute discretion) or for international sales, payment is required in full prior to shipment. Payment must be by credit card, wire transfer, or some other prearranged payment method. If we have reasonable grounds to believe that you will fail to comply with the payment terms or with the agreed credit terms, we are entitled to postpone or to refuse delivery of an order.

**Taxes.** Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.

**Shipping; Title; Risk of Loss.** We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are FOB TASER's facility and title and risk of loss pass from us to you on upon delivery to the common carrier by TASER Destination. You are responsible for all freight charges. Any loss or damage that occurs during after shipment is your responsibility. Shipping dates are estimates only. Delivery is typically 2–6 weeks after receipt of order or payment.

**Excusable delays.** We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, we have the right, in our sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

**Not For Resale or Export.** Shipping of some our products out of the United States is restricted by U.S. federal law and neither the product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with us.

**Regulations and Restrictions.** You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products and services including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to our website ([www.TASER.com](http://www.TASER.com)) or contact our Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of

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TASER CEW products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

**Warranty Coverage.** Our current warranty provisions, warranty exclusions, release, and any limitations of liability located at [www.TASER.com](http://www.TASER.com) are also applicable to your purchase.

**Product Warnings.** See our website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.

**Proprietary Information.** You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.

**Design Changes.** We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.

**Severable Provisions.** If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

**No Assignment.** You may not assign this agreement nor any related order and you may not delegate your duties under this agreement without our prior written consent which will not be unreasonably withheld. We may assign this agreement without your consent.

**Entire Agreement.** These Sales Terms and Conditions, along with the quote, sales order acknowledgement, and the applicable product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

**Governing Law.** The laws of the State of ~~Arizona~~ Missouri, U.S.A. govern this transaction and agreement, without regard to conflicts of law.

'Protect Life' and © are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. © 2013 TASER International, Inc.



## EVIDENCE.com Master Service Agreement

By clicking the "I Agree" button or using the Service Offerings you agree that you have read and understand this Agreement and you accept and agree to be bound by the following terms and conditions. You represent to us that you are lawfully able to enter into contracts and if you are entering into this Agreement for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. If you do not have this authority, do not use the Service Offerings. If you disagree with any of the terms below, we do not grant you the right to use the Service Offerings and you should click "Cancel" to exit the installer and immediately discontinue all use of the Service Offerings.

TASER International, Inc. (**TASER, we, us, or our**) and you or the entity you represent (**Agency or you**) agree to all terms of the Agreement effective on the date you first agreed to this Agreement or first began using the Service Offerings ("**Effective Date**").

1. **Access Rights.** Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services and Your Content during the subscription term ("**Term**"). You and each of your end users agree to adhere to this Agreement and all laws, rules, regulations, and policies applicable to your use of the Evidence.com Services. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.
2. **You Own Your Content.** You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.
3. **Evidence.com Data Security.** We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We will maintain a comprehensive Information Security Program ("**ISP**") that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by you at any time. You will contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.
4. **Our Support.** We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.
5. **Data Privacy.** We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
6. **Data Storage.** We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.
7. **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. You are responsible for paying all subscription fees and applicable taxes and duties for Evidence.com Services. Unless otherwise specified by us, all fees for Evidence.com Services are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.
8. **Suspension of Evidence.com Services.** We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:
  - a. Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject us, our

affiliates, or any third party to liability, or (iv) may be fraudulent;

b. You are, or any end user is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 30 days; or

c. You have become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

d. If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.

#### **9. Term.**

a. **Subscription Term.** The start date of the Term of this Agreement will be determined based upon the shipment date of any hardware ordered as authorized by you in a signed Quote or purchase order and will remain in effect for the subscription Term agreed to in the Quote or purchase agreement together with any renewal Terms until terminated as provided in this Agreement. If the hardware is shipped in the first half of a month, then the Term starts on the 1<sup>st</sup> of the following month. If the hardware is shipped in the last half of a month, then the Term begins on the 15<sup>th</sup> of the following month. If no hardware is purchased, then the Term will begin on the first of the month following the Effective Date of the Agreement. This Agreement automatically renews for additional successive Terms of one (1) year each after the completion of your initial Term at the list prices then in effect, unless you give us written notice of cancellation sixty (60) days prior to the end of a Term.

b. **Free Trial Term.** If you signed up for a free trial, you are granted a limited non-exclusive license to use the Evidence.com Services for the term of the free trial period ("Trial Term"). Upon the expiration of the Trial Term you must purchase the Evidence.com Services to continue to use the Evidence.com Services to access Your Content.

c. **Free EVIDENCE.com Lite Account.** If you signed up for a free Evidence.com Lite account, you are granted a limited non-exclusive license to use the Evidence.com Lite Services. Your use of the Evidence.com Lite Services is not limited to a specific term and you may cancel your Evidence.com Lite account and download Your Content at any time. Evidence.com Lite allows users to manage their conducted electrical weapon (CEW) firing logs and TASER CAM data.

#### **10. Termination.**

a. **Termination for Convenience.** We may terminate this Agreement for any reason by providing you 30 days advance notice. In the event that we terminate this Agreement under this Section we will issue you a refund of any prepaid amounts on a prorated basis.

##### **b. Termination for Cause.**

i. **By Either Party.** Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period. In the event that you terminate this Agreement under this Section and we failed to cure the material breach or default, we will issue you a refund of any prepaid amounts on a prorated basis.

ii. **By Agency.** You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by you. You agree to deliver notice of termination under this Section 10(b)(ii) at least 90 days prior to the end of the then current fiscal year.

c. **Effect of Termination.** Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 2, 5-7, 11, 12 (except the license granted to you in Section 12), 13, and 15-19 will continue to apply in accordance with their terms.

#### **11. Return of Your Content.**

a. **During the Term.** You can log into the Evidence.com Services to retrieve and manually download Your Content at any time during the Term.

b. **After Termination.** We will not delete any of Your Content as a result of a termination during the 90 days following termination. During this 90-day period you may retrieve Your Content only if you have paid all amounts due (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability for you to retrieve Your Content). You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 90-day period. We have no obligation to maintain or provide any of Your Content after the 90-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services. Upon request, we will provide written proof that all of Your Content has been successfully deleted and fully removed from the Evidence.com Services.

c. **Post-Termination Assistance.** We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Requests that we provide additional assistance to you in downloading or transferring Your Content will result in additional fees from us and we will not warranty or guarantee data integrity or readability in the external system.

**12. IP Rights.** We or our licensors own and reserve all right, title, and interest in and to the Evidence.com Services and related software. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to the Evidence.com Services, including without limitation all Intellectual Property Rights. If you or your end users provide any suggestions to us for enhancements or improvements, we will own all right, title, and interest in and to the suggestions and have the right to use the



## EVIDENCE.com Master Service Agreement

suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

**13. License Restrictions.** Neither you nor any of your end users may use the Evidence.com Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Evidence.com Services you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at [www.TASER.com](http://www.TASER.com)).

**14. Third-Party Products and Services.** No purchase of third-party products or services is required to use the Evidence.com Services other than a computer and Internet access. Any acquisition by you of third-party products or services and any exchange of data between you and any third-party provider, is solely between you and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by us as "certified" or otherwise, except as specified in a Quote. If you install or enable Third-Party Applications for use with Evidence.com Services, you acknowledge that we may need to allow providers of those Third-Party Applications to access Your Content as required for the interoperation of the Third-Party Applications with the Evidence.com Services. We are not responsible for any disclosure, modification or deletion of Your Content resulting from any access by Third-Party Application providers.

**15. Representations by You.** You represent and warrant to us that: (a) you have been duly authorized by the laws of the applicable jurisdiction, and by a resolution of your governing body, if legally required, to execute and deliver this Agreement and to carry out your obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) if you are a government agency, that the Evidence.com Services will be used by you only for essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; and (d) if you are a government agency, you have funds available to pay until the end of its current appropriation period, and you intend to request funds to make payments in each appropriation period, from now until the end of the Term.

**16. Our Warranty.** We warrant that the Evidence.com Services (a) will perform materially in accordance with the Documentation, (b) will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform the Evidence.com Services, and (c) will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. All warranties or guarantees given or made by us with respect to the Evidence.com Services are solely for the benefit of you and your end users and are not transferable and are null and void if you breach any term or condition of this Agreement.

THE EVIDENCE.COM SERVICES ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE THAT THE EVIDENCE.COM SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE EVIDENCE.COM SERVICES WILL MEET YOUR REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION 16, TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE EVIDENCE.COM SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. YOU ARE SOLELY RESPONSIBLE FOR: (A) ALL DATA BEFORE IT IS UPLOADED TO THE EVIDENCE.COM SERVICES; (B) CONFIGURING AND SETTING UP ANY HARDWARE OR NETWORKS THAT YOU CONNECT TO THE EVIDENCE.COM SERVICES; (C) YOUR NETWORKS AND HOW THEY MAY INTERACT WITH THE HARDWARE, SOFTWARE, OR EVIDENCE.COM SERVICES; AND (D) ANY SECURITY SETTINGS YOU ESTABLISH TO INTERACT WITH OR ON THE EVIDENCE.COM SERVICES. WE DISCLAIM ANY WARRANTIES OR RESPONSIBILITY FOR DATA CORRUPTION OR ERRORS BEFORE THE DATA IS UPLOADED TO

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**THE EVIDENCE.COM SERVICES.**

**17. Indemnification and Hold Harmless.** This Section states a party's sole liability to, and the party's exclusive remedy against, the other party for any type of claim specified below.

**a. Indemnification by Us.** We will defend, indemnify, and hold you harmless, and each of your respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any: (a) acts or omissions of us or our subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts arising out of or related to this Agreement any of them may be liable, save and except for damage or injury caused solely by the negligence of you or your agents, officers, or employees; and (b) third-party claim alleging that the use of the Evidence.com Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. You must provide us with prompt written notice of each such claim, tender to us the defense or settlement of each such claim at our expense, and cooperate fully with us in the defense or settlement of each such claim. If we receive notice of an alleged infringement, or if your use of the Evidence.com Services will be prevented by permanent injunction, we may, at our sole option and expense, procure for you the right to continue using the Evidence.com Services as provided in this Agreement, modify the Evidence.com Services so that it no longer infringes, replace the Evidence.com Services with other services of equal or superior functional capability, refund to you all amounts paid by you to us under this Agreement for the Evidence.com Services in the 1-year period immediately preceding the first event giving rise to the claim of infringement, or in the case of trademark infringement, instruct you to use an alternative trademark. We have no liability to you or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by you or any third party not approved by us; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by us; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by us as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of you that are otherwise provided in or arise out of this Agreement.

**b. Hold Harmless by You.** To the extent permitted by your jurisdiction's local law, you will hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim concerning: (a) your or any of your end users' use of the Evidence.com Services (including any activities under your account and use by your employees and agents); (b) breach of this Agreement or violation of applicable law by you or any of your end users; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content; (d) a dispute between you and any of your end users; or (e) a dispute between you and any third-party over your collection or use of Your Content. You agree to maintain insurance coverage up to the amount allowed by State and local laws and regulations that would cover any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim in this section 17(b).

**18. Limitations of Liability.** WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE EVIDENCE.COM SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE EVIDENCE.COM SERVICES, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE EVIDENCE.COM SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE EVIDENCE.COM SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

**19. Miscellaneous.**

**a. Definitions.**

- i. "Evidence.com Services"** means our web services for Evidence.com, the EVIDENCE.com site, EVIDENCE Sync software, EVIDENCE Mobile App, AXON® Mobile App, other software, maintenance, storage, and any other product or service provided by us under this Agreement. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.
- ii. "Your Content"** means software, data, text, audio, video, images or other content you or any of your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services

under your account or otherwise transfer, process, use or store in connection with your account.

- iii. **"Documentation"** means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Evidence.com Services provided by us, as that documentation may be updated by us from time to time.
- iv. **"Confidential Information"** means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates that is not subject to your public record laws. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.
- v. **"Policies"** means any Service Level Agreement, the Trademark Use Guidelines, all restrictions described on the Evidence.com site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

**b. Confidentiality.** Any party may use the other party's Confidential Information only as permitted under this Agreement. Except as required by applicable law or judicial order, you will not disclose our Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information.

**c. Force Majeure.** Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**d. Independent Contractors.** The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

**e. No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

**f. Non-discrimination and Equal Opportunity.** During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

**g. U.S. Government Rights.** The Evidence.com Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Evidence.com Services. If you are using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

**h. Import and Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use the Evidence.com Services, including your transfer and processing of Your Content, the provision of Your Content to end users, and the region in which any of the foregoing occur.

**i. Assignment.** Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that we may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without your consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) to as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

**j. No Waivers.** The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with this Agreement to be effective.

**k. Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be





## EVIDENCE.com Master Service Agreement

interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

**l. Governing Law; Venue.** The laws of the state where you are physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**m. Litigation Costs.** In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and costs.

**n. Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

**i. To You.** We may provide any notice to you under this Agreement by: (i) posting a notice on your specific agency EVIDENCE.com site; or (ii) sending a message to the email address(es) then associated with your account. Notices we provide by posting on your EVIDENCE.com site will be effective upon posting and notices we provide by email will be effective when we send the email. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

**ii. To Us.** To give us notice under this Agreement, you must contact us: (i) by email transmission to [evidencecontracts@taser.com](mailto:evidencecontracts@taser.com); or (ii) by personal delivery, overnight courier or registered or certified mail to TASER International, Inc., ATTN: Evidence Contracts, 17800 N. 85<sup>th</sup> Street, Scottsdale, Arizona 85255. We may update the email or address for notices to us by posting a notice on your Evidence.com site. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective 3 business days after they are sent.

**o. Entire Agreement.** This Agreement, including the Policies and the Quote provided by TASER, is the entire agreement between you and TASER regarding the Evidence.com Services. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement. You agree that your purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features of the Evidence.com Services. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

**p. Voluntary Agreement.** This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.

**q. Time is of the Essence.** Time is of the essence in connection with all matters and obligations pertaining to this Agreement.

**r. Counterparts.** If this Agreement from requires the signatures of the parties, then this Agreement may be executed in any number of counterparts, each of which will be considered an original for all purposes, and all of which, when taken together, constitute one and the same Agreement.

[Document revised 6-25-2014]

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USER NAME      PASSWORD

           **LOG IN**

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## Entity Dashboard

[Entity Overview](#)

[Entity Record](#)

[Core Data](#)

[Assertions](#)

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[POCs](#)

[Reports](#)

[Service Contract Report](#)

[BioPreferred Report](#)

[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

[RETURN TO SEARCH](#)

TASER INTERNATIONAL, INC.  
 DUNS: 832176382      CAGE Code: 1WHR1  
 Status: Active

17800 N 85TH ST  
 SCOTTSDALE, AZ, 85255-6311,  
 UNITED STATES

## Entity Overview

### Entity Information

**Name:** TASER INTERNATIONAL, INC.  
**Business Type:** Business or Organization  
**POC Name:** Mandy Duffy  
**Registration Status:** Active  
**Activation Date:** 08/07/2014  
**Expiration Date:** 08/07/2015

### Exclusions

**Active Exclusion Records?** No

SAM | System for Award Management 1.0

IBM v1.P.16.20141003-1531

WWW4

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of November 20 14

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for Community Children's Services to cover contracts with Rainbow House.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2161	71106	Funding Opportunities – Statutory Eligible Services	Contracted Services		73,292

Done this 13th day of November, 2014.

ATTEST:

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

[Signature]  
 Daniel K. Atwill

Presiding Commissioner

[Signature]  
 Karen M. Miller

District I Commissioner

Absent

Janet M. Thompson

District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

10/24/2014  
EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)

Transfer From    Transfer To  
Decrease            Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2161	71106	Funding Opportunities	Contracted Services		73,292
		Statutory Eligible Svcs			
				-	<u>73,292</u>

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Budget amendment needed to cover contracts with Rainbow House.

Kelly Wall  
Requesting Official

-----  
**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached. - Fund has sufficient balance to cover appropriations.
- Comments: Cover Rainbow House Contracts

*Agenda*

[Signature] Auditor's Office

[Signature] PRESIDING COMMISSIONER      [Signature] DISTRICT I COMMISSIONER      Absent DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of November 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Purchase Agreement between Boone County and Child Abuse and Neglect Emergency Shelter, Inc., d/b/a Rainbow House for Transitional Living Program Services. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 13th day of November, 2014.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Absent  
Janet M. Thompson  
District II Commissioner

**PURCHASE AGREEMENT  
FOR  
TRANSITIONAL LIVING PROGRAM**

**THIS AGREEMENT** dated the 13<sup>th</sup> day of November 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Child Abuse and Neglect Emergency Shelter, Inc., d/b/a Rainbow House**, 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 **Transitional Living Program Services**, City of Columbia Agreement dated December 19, 2011 and all documents incorporated therein. All such documents shall constitute the contract documents, which are incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Purchase Agreement shall prevail and control over the incorporated documents.

**2. Contract Duration** - This agreement shall commence upon final execution and extend to January 30, 2015, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for one additional 90-day period upon the same terms and conditions.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply **60 units of Transitional Living Program Services** (One 24 hour day of transitional shelter and supportive services for one youth) **at a cost of \$147.58 per unit**. The following additional terms and conditions shall apply:

- a. All services will be to Boone County children ages 19 years or less.
- b. Services for an individual child/youth shall not exceed 30 days.
- c. Contractor will certify in writing that the particular units of service provided to County have not and will not be reimbursed from any other funding source.
- d. Contractor shall provide such additional reporting as is requested by County to document services provided pursuant to this Agreement.

**4. Payment** - County will pay Contractor the sum of **Eight Thousand Eight Hundred Fifty-Four and Eighty Cents (\$8,854.80)** within thirty (30) days of execution of this Agreement.

**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 delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. At County's convenience upon ten (10) days written notice, or
- d. If appropriations are not made available and budgeted for any calendar year.



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 14

County of Boone

In the County Commission of said county, on the

13th

day of

November

20 14

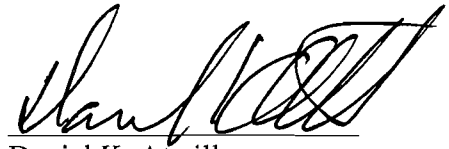
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Purchase Agreement between Boone County and Child Abuse and Neglect Emergency Shelter, Inc., d/b/a Rainbow House for Emergency Shelter Services. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

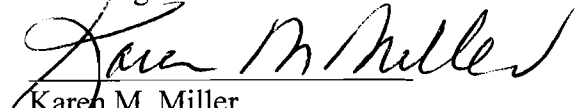
Done this 13th day of November, 2014.

ATTEST:

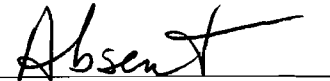
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner



**PURCHASE AGREEMENT  
FOR  
TEEN EMERGENCY SHELTER SERVICES**

**THIS AGREEMENT** dated the 13<sup>th</sup> day of November 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Child Abuse and Neglect Emergency Shelter, Inc., d/b/a Rainbow House**, 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 **Teen Emergency Shelter Services**, City of Columbia Agreement dated December 19, 2011 and all documents incorporated therein. All such documents shall constitute the contract documents, which are incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Purchase Agreement shall prevail and control over the incorporated documents.

**2. Contract Duration** - This agreement shall commence upon final execution and extend to January 30, 2015, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for one additional 90-day period upon the same terms and conditions.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply **81 units of Teen Emergency Shelter Services** (24 hours of emergency shelter and supportive services for one youth) **at a cost of \$201.69 per unit**. The following additional terms and conditions shall apply:

- a. All services will be to Boone County children ages 19 years or less.
- b. Services for an individual child/youth shall not exceed 30 days.
- c. Contractor will certify in writing that the particular units of service provided to County have not and will not be reimbursed from any other funding source.
- d. Contractor shall provide such additional reporting as is requested by County to document services provided pursuant to this Agreement.

**4. Payment** - County will pay Contractor the sum of **Sixteen Thousand Three Hundred Thirty-Six Dollars and Eighty-Nine Cents (\$16,336.89)** within thirty (30) days of execution of this Agreement.

**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 delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. At County's convenience upon ten (10) days written notice, or
- d. If appropriations are not made available and budgeted for any calendar year.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of November 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Purchase Agreement between Boone County and Child Abuse and Neglect Emergency Shelter, Inc., d/b/a Rainbow House for Children's Emergency Shelter Services. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 13th day of November, 2014.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

Absent

Janet M. Thompson  
District II Commissioner

**PURCHASE AGREEMENT  
FOR  
CHILDREN'S EMERGENCY SHELTER SERVICES**

**THIS AGREEMENT** dated the 13<sup>th</sup> day of November 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Child Abuse and Neglect Emergency Shelter, Inc., d/b/a Rainbow House**, 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 **Children's Emergency Shelter Services**, City of Columbia Agreement dated December 19, 2011 and all documents incorporated therein. All such documents shall constitute the contract documents, which are incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Purchase Agreement shall prevail and control over the incorporated documents.

**2. Contract Duration** - This agreement shall commence upon final execution and extend to January 30, 2015, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for one additional 90-day period upon the same terms and conditions.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply **213 units of Children's Emergency Shelter Services** (24 hours of emergency shelter and supportive services for one child) **at a cost of \$225.82 per unit**. The following additional terms and conditions shall apply:

- a. All services will be to Boone County children ages 19 years or less.
- b. Services for an individual child/youth shall not exceed 30 days.
- c. Contractor will certify in writing that the particular units of service provided to County have not and will not be reimbursed from any other funding source.
- d. Contractor shall provide such additional reporting as is requested by County to document services provided pursuant to this Agreement.

**4. Payment** - County will pay Contractor the sum of **Forty Eight Thousand Ninety-Nine Dollars and Sixty-Six Cents (\$48,099.66)** within thirty (30) days of execution of this Agreement.

**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 delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. At County's convenience upon ten (10) days written notice, or
- d. If appropriations are not made available and budgeted for any calendar year.





**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of November 20 14


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

Now on this day the County Commission of the County of Boone does hereby approve the attached Supplemental Cooperative Agreement for the Manchester Heights Sewer Project made and entered into by the County of Boone and Boone County Regional Sewer District. It is further ordered the Presiding Commissioner is hereby authorized to sign said Supplemental Cooperative Agreement.

Done this 13th day of November, 2014.

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

**SUPPLEMENTAL COOPERATIVE AGREEMENT  
MANCHESTER HEIGHTS SEWER PROJECT**

THIS AGREEMENT, effective the \_\_\_\_ day of \_\_\_\_\_, 2014, is made and entered into by and between Boone County, Missouri, a first class noncharter county and political subdivision of the state of Missouri, by and through its County Commission, referred to in this agreement as "County," and the Boone County Regional Sewer District, a public corporation and common sewer district organized and operated under RSMo Sections 204.250 et. seq., referred to in this agreement as "District."

WHEREAS, the parties have entered into a Cooperative Agreement for the administration of Sewer Neighborhood Improvement Districts which was approved by Boone County Commission Order 563-2009 (the "2009 Cooperative Agreement"); and

WHEREAS, under the provisions of the 2009 Cooperative Agreement, the parties have undertaken the Manchester Heights Sewer Project (the "Project,"); and

WHEREAS, County has been awarded Community Development Block Grant ("CDBG") funds to pursue the Project in Missouri DED award 2012-PF-15; and

WHEREAS, County plans to use loan funds for the Project from the USDA Rural Development ("USDA"); and

WHEREAS, the USDA funds require the use of a USDA-approved form of agreement for the advertising and letting of the Project, and those forms contemplate that the District is the owner of the Project; and

WHEREAS, the CDBG funds and the NID process contemplate that the County owns the project until such time as it is substantially completed and it is conveyed to the District; and



WHEREAS, the parties desire to modify certain agreements contained in the 2009 Cooperative Agreement so as to allow the parties to successfully administer the Manchester Heights Sewer Project in contemplation of the use of CDBG funds and the loan funds from USDA in the Project; and

WHEREAS, County has entered into a Consultant Services Agreement with the Mid-Missouri Regional Planning Commission for professional administration services for the Manchester Heights Sewer Project as approved by Boone County Commission Order 169-2014 (“MMRPC Agreement”);

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to memorialize the understandings of the parties as to the administration of the Manchester Heights Sewer Project. The terms and conditions of 2009 Cooperative Agreement approved by Commission Order 563-2009 and the MMRPC Agreement approved by Commission Order 169-2014 are incorporated into this agreement by reference.
2. **MODIFICATIONS TO 2009 COOPERATIVE AGREEMENT.** The terms of the 2009 Cooperative Agreement shall remain in effect except as modified by the following:
  - a. The District will cooperate with MMRPC in the administration of the Project as contemplated in the agreement between County and MMRPC;
  - b. As between the County and the District, the District will accept the Project improvements as and when installed, and before substantial completion.

- c. The District will advertise and award the Project using the USDA-approved contract documents, ensuring that the Project work is awarded to the lowest and best bidder after due opportunity for competition, including advertising in the Columbia Daily Tribune.
- d. The District will cooperate with MMRPC to ensure that all CDBG and USDA requirements are satisfied, and will hold County harmless with respect to CDBG and USDA requirements in connection with the Project.
- e. The District will collaborate with MMRPC to provide information and documentation to County, in a form acceptable to the County Treasurer and County Auditor, as necessary to document the cost of the Project, including the data necessary for the formation of the ultimate NID assessment roll.
- f. All payments to contractor(s) will be issued by District as contemplated by Attachment 1 and 2 of this agreement, as agreed to by appropriate stakeholders including County, District, MMRPC, CDBG and USDA..
- g. County and District will cooperate with each other in good faith to take such other actions as are necessary to ensure the successful completion of the Project as contemplated herein.

3. **AUTHORIZATION OF SIGNATORIES.** The signatories to this agreement affirmatively represent they obtained authority by resolution or order to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

4. **BINDING EFFECT AND NON-ASSIGNABILITY.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No obligation created by this agreement shall be assigned or otherwise delegated or transferred to any person or entity which is not a party to this agreement without written consent of the parties hereto.

**IN WITNESS WHEREOF** the parties have executed this agreement by their duly authorized officers on the day and year indicated by their signatures.

**BOONE COUNTY REGIONAL SEWER DISTRICT:**

By:

\_\_\_\_\_  
Chairperson

Dated: \_\_\_\_\_

**Approved as to Legal Form:**

**ATTEST:**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Attorney for the District

**COUNTY OF BOONE:**

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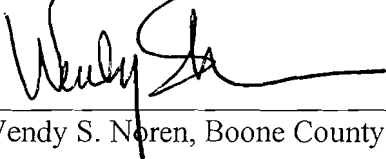
Nicole Galloway, Boone County Treasurer

---

June Pitchford, Boone County Auditor

---

Pat Lensmeyer, Boone County Collector



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Wendy S. Noren, Boone County Clerk

**Boone County Commission**

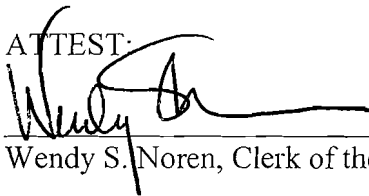
By:



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Daniel K. Atwill, Presiding Commissioner

ATTEST:



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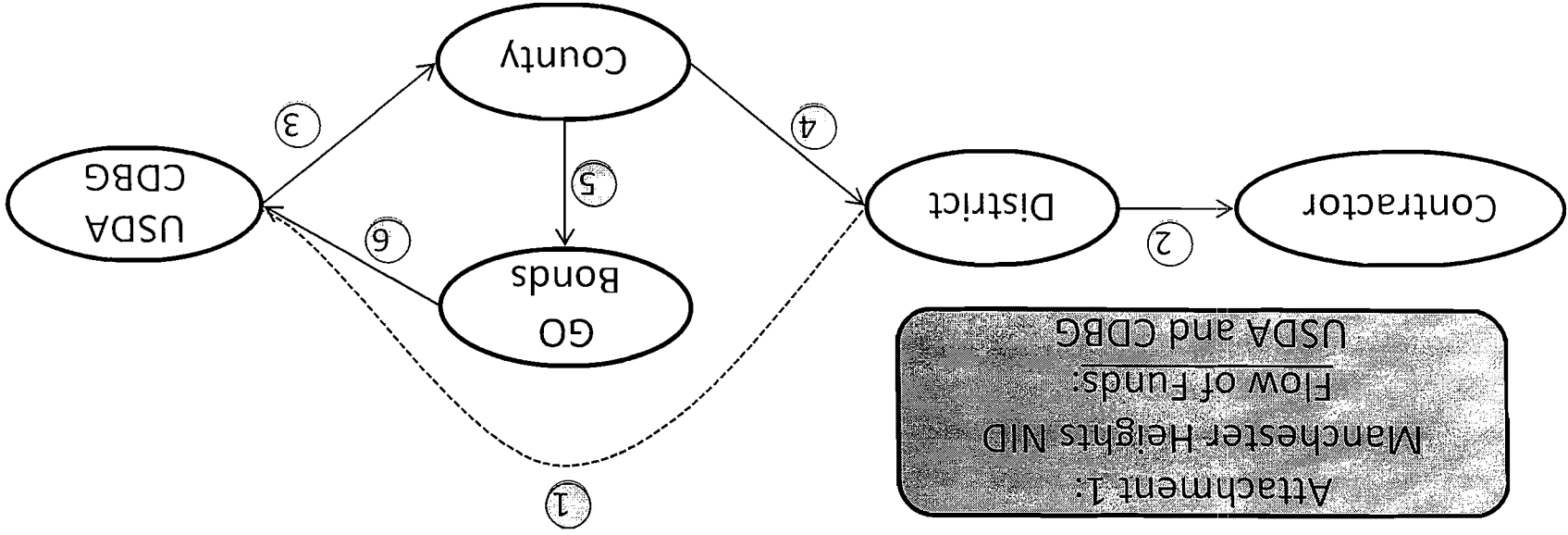
Wendy S. Noren, Clerk of the County Commission

Approved as to Legal Form:

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Charles J. Dykhouse, County Counselor

**Attachment 1:  
Manchester Heights NID  
Flow of Funds:  
USDA and CDBG**



1 – To initiate the payment process, paperwork is submitted to USDA or CDBG. See “Flow of Paperwork” chart.

2 – The District pays the contractor the approved invoice amount

3 – USDA or CDBG pays the County for the District’s contractor disbursement

4 – The County reimburses the District for the initial contractor payment

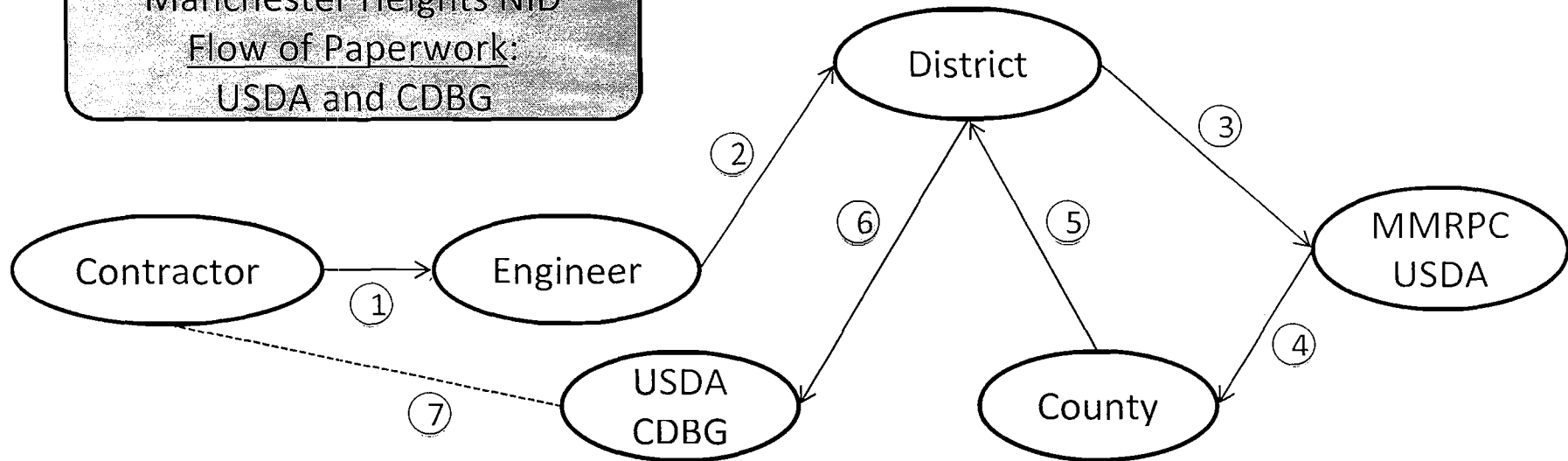
5 – The County issues GO bonds for the USDA portion of the NID costs

6 – Through NID assessments collected by the County, the GO bonds are paid off to USDA

Note: If CDBG requires 100% of USDA loan funds to be spent before CDBG grant funds can be used, how are non-eligible CDBG costs at the end of the project paid?

An effort should be made to identify potential non-eligible CDBG costs and to keep some USDA loan funds available to pay these costs. Once the project is to the point where 75% of the loan funds have been spent, CDBG will allow draw down from the CDBG grant award.

Attachment 2:  
Manchester Heights NID  
Flow of Paperwork:  
USDA and CDBG



- 1 – The contractor sends the payment request to the consulting engineer, TH&H, for approval.
- 2 – The consulting engineer sends the payment request to the District to confirm conditions.
- 3 – The payment request, which includes prevailing wage payrolls, is sent to MMRPC and USDA. MMRPC and USDA will review the payment request and coordinate the funding source. MMRPC reviews payrolls, and for payment against CDBG grant funds, MMRPC prepares the CDBG Request for Funds (RFF).
- 4 – The payment package is sent to the County for review and appropriate approvals. For payments against the USDA loan funds, the County will prepare and obtain signatures for USDA’s payment requisition form. For CDBG funds, the RFF will be signed.
- 5 – The payment package is sent to the District, and contains all approved, signed paperwork and the amount of the payment the District should issue to the contractor.
- 6 – For payments against the USDA loan, the District mails the entire package, including the original check, to USDA. For payments against the CDBG grant, the District mails the entire package, including a copy of the check to CDBG AND the original check to USDA.
- 7 – USDA approves the payment and mails the original check to the contractor, then proceeds with the reimbursement process. See “Flow of Funds” chart.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of November 20 14


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

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement to effectuate the Application-Based Funding from the County to the Village of Pierpont as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Orders 249-2011, 264-2012 and 609-2012 are incorporated into this agreement by reference.

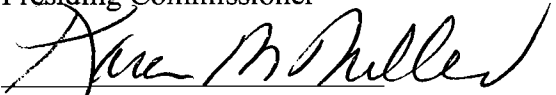
Done this 13<sup>th</sup> day of November, 2014.

ATTEST:

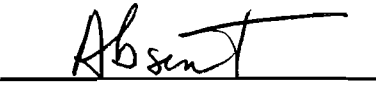
Wendy S. Noren  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner



Janet M. Thompson  
 Acting Presiding Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT  
APPROVED APPLICATION-BASED PROJECT  
APPLICATION ENTITIES<sup>1</sup>**

THIS AGREEMENT, dated this 13<sup>th</sup> day of November, 2014, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **Village of Pierpont**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011 and Commission Order 264-2012, and Commission Order 609-2012, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Orders; and

WHEREAS, City has filed a funding application with the County requesting funding for a road and/or bridge repair or improvement project; and

WHEREAS, County has approved City's Application for funding of the contemplated project(s); and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 and Commission Order 264-2012 and Commission Order 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**

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<sup>1</sup> Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.



- a. County will pay to the City the sum of **Five Thousand Dollars (\$5000.00)** for use in the completion of the road improvement and/or repair project specified in the City's Application for the County fiscal year in which this agreement is entered, said Application being incorporated herein by reference. This is to fund **repair of damage to & improve the road base on Tomlin Hill Road.**

### 3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Application for funding which is incorporated into this Agreement.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting

and carrying out contracts for “public works” as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** Payments made under this Agreement shall be made on no more than a monthly basis in the form of progress payments upon receipt of a Project Progress Report in a form acceptable to County’s Resource Management Department. In the event that an award from the County exceeds the City’s actual costs in an approved project, any remaining funds shall be retained by, or immediately returned to, the County.
6. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
7. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
8. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
9. **TERM.** This Agreement shall be in effect from its execution until completion of the project contemplated in the Application filed by City, unless sooner terminated under the provisions of this Agreement.
10. **TERMINATION.** County may terminate this Agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. In addition, if construction work is not begun during construction season contemplated in the application materials, this Agreement shall automatically terminate and County shall have no further obligations hereunder unless a written extension agreement is entered into and duly-executed by both County and City.


11. **NON-EXCLUSIVE.** This Agreement is not intended to be the exclusive Agreement between the parties addressing the subject matter of improving or maintaining roads and bridges, and the parties specifically represent that this Agreement for approved, Application-based funding is separate from, and complementary to, other Cooperative Agreement(s) with the County relating to funding of road and bridge improvements.
12. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
13. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
14. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
15. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
16. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

[SIGNATURES IMMEDIATELY APPEAR ON NEXT PAGE.]

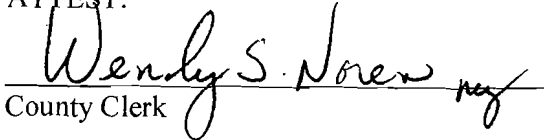
**BOONE COUNTY**

By:

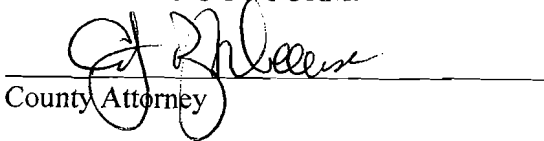
  
Presiding Commissioner

Date: 11-13-14

ATTEST:

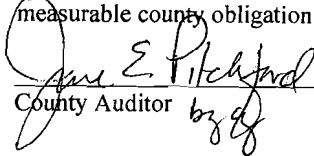

  
County Clerk

APPROVED AS TO FORM:

  
County Attorney


**Boone County Auditor Certification:**

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)

 10/31/14  
County Auditor by  Date  
2049 -

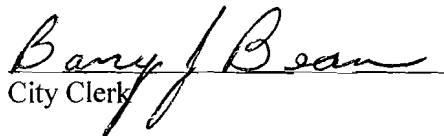
**VILLAGE OF PIERPONT**

By:

  
Mayor/Chairman/Other Authorized

Date: 10/30/14

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Boone County Road & Bridge Project Funding Application**

This is intended to serve as the Application for Funding contemplated to be used by Application Entities under the Road Revenue Distribution Policies adopted by the Boone County Commission in Commission Order #294-2011 and Commission Order #264-2012.

**Application Year:** 2014

**Name of Entity:** Village of Piceanville

**Project Name:** Tomlin Repair

**Explanation of the project and resulting improvement:**

Repairs damage to road and improve road base. This will help prevent further damage by strengthening road bed.

**Total Estimated Cost for Project:** \$ 9,909.90

**Amount of assistance requested to Complete Project:** \$ 5,000

**Other Funding Sources Available:**

Village of Piceanville accounts

**Will the project be completely funded for the applicable fiscal year?**  **Yes**  **No**  
**If no, please give a brief explanation.**

**Entity contact Person, address, and day time phone:**

Ron Skiles, P.O. Box 7054 Columbia, MO 65205 573-999-1212

Please return to Boone County Resource Management, Attn: Kelle Westcott, 801 E Walnut St. Rm. 315, Columbia, Missouri 65201 by July 30<sup>th</sup> to be considered for the current fiscal year's budget. Please attach any additional documentation, (maps, estimates, plans, etc.) that will aid in the review of your application.

Please DO NOT send or drop-off to any other office or location as this may result in a delay of the review of your application. First consideration will be given to applications received by the deadline.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of November 20 14

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

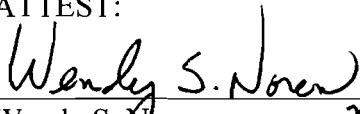
Now on this day the County Commission of the County of Boone does hereby approve the closure of a section of Myers Lane located in the NE ¼ of Section 29, Township 47 North, Range 12 West. Said closure is ordered in accordance with the provisions of the Boone County Roadway Regulations Section 1.8.1, **Highway Closure by Order of County Commission**. This section of Myers Lane is not publicly maintained and closing this section will not deny access to any property owner to a public road. In accordance with Boone County Roadway Regulations Section 1.8.4, **Highway Closure Not to Effect Title to Real Estate**, said closure will not effect title of real estate.


The Commission further directs that property owners may install appropriate traffic control barriers to impede traffic from access to the closed section of roadway yet still provide access to adjoining property owners. The Commission directs that an appropriate sign be installed indicating that the road has been closed.

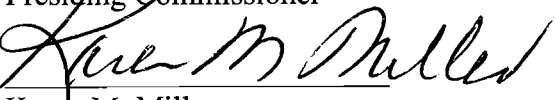
A map showing the closed section of road and the location of the traffic control barriers is attached to this order.

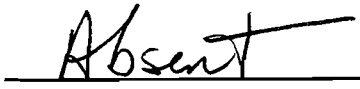
Done this 13<sup>th</sup> day of November, 2014.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Janet M. Thompson  
 Acting Presiding ommissioner



# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730  
(573) 886-4480 FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

DERIN CAMPBELL, PE; CHIEF ENGINEER

---

## MEMO

DATE: 10/31/14  
SUBJECT: Portion of Myers Lane  
TO: Boone County Commission  
FROM: Derin Campbell, P.E.

County records indicate that no maintenance efforts or expenditures have occurred on the section of Myers Lane that is proposed to be closed. The road is also a dead end road and provides no access to public lands. Given the above facts, it is the professional recommendation of the county highway engineer to close and vacate the portion of Myers Lane and right of way as shown on the attached map and description.

## South Myers Lane

A strip of land in the Northeast Quarter (NE¼) of Section 29, Township 47 North, Range 12 West, Boone County, Missouri, being a portion of South Myers Lane, being described as follows:

Starting at the West Quarter Corner of Section 28, Township 47 North, Range 12 West; Thence westerly along the East-West Quarter Section line 1395 feet more or less to the centerline of South Myers Lane; Thence Northwesterly along the centerline of said South Myers Lane 475 feet more or less to the Point of Beginning; Thence continuing Northwesterly along said centerline 907 feet more or less to the end of this description.



# Parcel Information Viewer Map

Prepared by the Boone County Assessor's Office, (573) 886-4262



**ATTENTION!!**

DISCLAIMER; READ CAREFULLY. These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

# Parcel Information Viewer Map

Prepared by the Boone County Assessor's Office, (573) 886-4262



**ATTENTION!!**

DISCLAIMER; READ CAREFULLY. These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of November 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Boone County portion of the October 2014 expenses for the Office of Emergency Management in the amount of \$14,328.79.

Done this 13th day of November, 2014

ATTEST:

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

[Signature]  
Daniel K. Atwill  
Presiding Commissioner

[Signature]  
Karen M. Miller  
District I Commissioner

Absent  
Janet M. Thompson  
District II Commissioner



Office of Emergency Management  
 2201 Interstate 70 Drive NW  
 Columbia, MO 65202  
 OFFICE: 573-447-5070  
 FAX: 573-447-5079

# Invoice

Date	Invoice #
11/6/2014	42

<b>Bill To</b>
Boone County Commission 801 E Walnut, Room 333 Columbia, MO 65201

Quantity	Description	Rate	Serviced	Amount
1	OEM Expenses for October	14,203.78		14,203.78
1	August EMPG Not Allowed	125.01		125.01

I, Misti Reynolds, Executive Assistant of Office of Emergency Management certifies that all Boone County Fire Protection District's procurement and spending polices have been followed and that all costs to be reimbursed were for Emergency Management services.

*Misti Reynolds*

<b>Total</b>	\$14,328.79
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$14,328.79

# OFFICE OF EMERGENCY MANAGEMENT

## 2014 EMPG/OEM

PERSONNEL	EMPG BUDGET	Actual Expenditures for Oct 2014	Actual Expenditures Year To Date	OEM BUDGET	Actual Expenditures for Oct 2014	Actual Expenditures Year To Date	TOTAL BUDGET	Over/(Under) Total Budget
Salaries	\$ 68,822.97	\$ 5,156.78	\$ 53,534.22	\$ 95,000.00	\$ 7,049.63	\$ 73,173.71	\$ 163,822.97	(\$37,115.04)
Fringe	\$ 6,965.52	\$ 823.69	\$ 5,952.69	\$ 50,000.00	\$ 4,374.85	\$ 35,444.40	\$ 56,965.52	(\$15,568.43)
<b>TOTAL PERSONNEL</b>	<b>\$ 75,788.49</b>	<b>\$ 5,980.47</b>	<b>\$ 59,486.91</b>	<b>\$ 145,000.00</b>	<b>\$ 11,424.48</b>	<b>\$ 108,618.11</b>	<b>\$ 220,788.49</b>	<b>(\$52,683.47)</b>
<b>OPERATIONS</b>								
Office Supplies	\$ 1,000.00	\$ 60.33	\$ 922.77	\$ 1,500.00	\$ 60.34	\$ 1,017.00	\$ 2,500.00	(\$560.23)
Public Education & Training	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 140.30	\$ 20,000.00	(\$19,859.70)
HAM Radios	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 19.95	\$ 500.00	(\$480.05)
EOC Maintenance (Everbridge)	\$ 375.00	\$ -	\$ 249.99	\$ 500.00	\$ -	\$ 500.01	\$ 875.00	(\$125.00)
Registration Fees (membership dues, etc.)	\$ 500.00	\$ 25.00	\$ 375.87	\$ 2,100.00	\$ 45.00	\$ 435.89	\$ 2,600.00	(\$1,788.24)
Phones	\$ 694.15	\$ 38.68	\$ 344.49	\$ 694.15	\$ 38.68	\$ 344.52	\$ 1,388.30	(\$699.29)
Office Rent	\$ 4,805.85	\$ -	\$ 4,805.85	\$ 4,805.85	\$ -	\$ 4,805.85	\$ 9,611.70	\$0.00
Utilities for Sirens	\$ 4,750.00	\$ 621.56	\$ 3,534.29	\$ 4,750.00	\$ 621.58	\$ 3,534.45	\$ 9,500.00	(\$2,431.26)
Siren Maintenance	\$ 18,564.00	\$ 1,581.00	\$ 15,504.00	\$ 18,564.00	\$ 1,581.00	\$ 15,504.00	\$ 37,128.00	(\$6,120.00)
Generator Maintenance	\$ 880.00	\$ -	\$ 140.60	\$ 880.00	\$ -	\$ 140.61	\$ 1,760.00	(\$1,478.79)
Warehouse Rent	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 3,000.00	\$0.00
Other Misc Expenses (Go-kits, etc.)	\$ 2,483.05	\$ -	\$ 2,483.05	\$ 5,505.13	\$ 432.70	\$ 5,270.23	\$ 7,988.18	(\$234.90)
Clothing	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	(\$1,000.00)
Marketing, printing & publications	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	(\$5,000.00)
Damage Assessment App	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	(\$10,000.00)
Mitigation (Siren upgrade)	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	(\$25,000.00)
<b>TOTAL OPERATIONS</b>	<b>\$ 35,552.05</b>	<b>\$ 2,326.57</b>	<b>\$ 29,860.91</b>	<b>\$ 102,299.13</b>	<b>\$ 2,779.30</b>	<b>\$ 33,212.81</b>	<b>\$ 137,851.18</b>	<b>(\$74,777.46)</b>
<b>TRAVEL</b>								
Conferences	\$ 957.66	\$ -	\$ 435.45	\$ 2,000.00	\$ -	\$ 481.21	\$ 2,957.66	(\$2,041.00)
Non-EMPG Travel	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 249.55	\$ 1,000.00	(\$750.45)
<b>TOTAL TRAVEL</b>	<b>\$ 957.66</b>	<b>\$ -</b>	<b>\$ 435.45</b>	<b>\$ 3,000.00</b>	<b>\$ -</b>	<b>\$ 730.76</b>	<b>\$ 3,957.66</b>	<b>(\$2,791.45)</b>
<b>TOTAL</b>	<b>\$ 112,298.20</b>	<b>\$ 8,307.04</b>	<b>\$ 89,783.27</b>	<b>\$ 250,299.13</b>	<b>\$ 14,203.78</b>	<b>\$ 142,561.68</b>	<b>\$ 362,597.33</b>	<b>(\$130,252.38)</b>

## October Expenses for OEM

<u>Company</u>	<u>Category</u>	<u>Expense Notes</u>	<u>County</u>	<u>EMPG</u>	<u>Total Billed</u>
Assurant	Benefits	October billing	171.35	37.7	209.05
Boone Electric	Utilities	Siren electric for 2299, 314925001, 46111001 & 2297	235.99	235.99	471.98
Blue Valley	Siren Maintenance	October billing	1547	1547	3094
MEM	Benefits	September billing	293.36	3.01	296.37
Boone County Fire District	Payroll	10/10 Payroll	3524.19	2577.77	6101.96
Anthem/Blue Cross	Benefits	October billing	548.16	118.34	666.5
Boone County Fire District	Benefits	3rd quarter H.S.A.	1250	312.5	1562.5
Blue Valley	Siren Maintenance	October billing	34	34	68
Boone Electric	Utilities	Siren Electric for 1892001, 2296, 2298	179.2	179.2	358.4
AT&T	Phones	08/25-09/24 billing	38.68	38.68	77.36
Commerce Bank	Supplies	ICS Field Guides	60.34	60.33	120.67
Commerce Bank	Subscriptions	Basecamp for 09/23-10/23	20	0	20
Commerce Bank	Subscriptions	AHIMTA membership	25	25	50
Assurant	Benefits	November billing	171.35	37.7	209.05
Fastenal Company	Misc	Materials to install projector in OEM Room	192.7	0	192.7
Boone Electric	Utilities	Siren electric for 2299	52.15	52.14	104.29
Boone County Fire District	Misc	Install projector in Comm Room for OEM	240	0	240
Lagers	Benefits	September billing	1940.63	314.44	2255.07
Boone Electric	Utilities	Siren Electric for 2297	32.65	32.65	65.3
Boone Electric	Utilities	Siren Electric for 46111001	43.94	43.94	87.88
Boone Electric	Utilities	Siren Electric for 314925001	77.65	77.64	155.29
Boone County Fire District	Salaries	10/24 Payroll	3525.44	2579.01	6104.45
			14203.78	8307.04	22510.82

Type	Date	Num	Name	Memo	Debit	Credit	Balance
1100-70 · CASH - OEM							-41,618.50
Bill Pmt -Check	10/01/2014	ACH	VBoone Electric	Siren electric		471.98	-41,986.19
Bill Pmt -Check	10/02/2014	88314	VAssurant	October billing		209.05	-42,195.24
Bill Pmt -Check	10/08/2014	88386	VBlue Valley Public Safety, Inc.	October billing		3,094.00	-45,289.24
Bill Pmt -Check	10/08/2014	88387	VMEM	September billing		296.37	-45,585.61
General Journal	10/09/2014	04042988		Payroll 10/10/2014		7,664.46	-53,250.07
Bill Pmt -Check	10/09/2014	Auto	VBlue Cross	Oct billing		666.50	-53,916.57
Bill Pmt -Check	10/16/2014	Auto	VVisa BCFD2	Firescope		120.67	-54,037.24
Bill Pmt -Check	10/16/2014	Auto	VVisa Josh Creamer	Basecamp & AHIMTA membership		70.00	-54,107.24
Bill Pmt -Check	10/20/2014	Auto	VAT&T Mobility	08/25-09/24 BILLING		77.36	-54,184.60
Bill Pmt -Check	10/20/2014	Auto	VBoone Electric	Siren electric		358.40	-54,543.00
Bill Pmt -Check	10/23/2014	88470	VBlue Valley Public Safety, Inc.	October billing		68.00	-54,611.00
General Journal	10/24/2014	04043036		Payroll 10/24/2014		6,104.45	-60,715.45
Payment	10/27/2014	4297002360626	CState Of Missouri		10,529.65		-50,185.80
Bill Pmt -Check	10/27/2014	Auto	VBoone Electric	Siren electric 2299		104.29	-50,290.09
General Journal	10/27/2014	04043009		Install projector in Comm Room		240.00	-50,530.09
Payment	10/28/2014	000104-600212	CBoone County Commission		20,147.80		-30,382.29
Bill Pmt -Check	10/30/2014	AUTO	VLAGERS	SEPT BILLING		2,255.07	-32,637.36
Bill Pmt -Check	10/30/2014	88528	VAssurant	Novmeber billing		209.05	-32,846.41
Bill Pmt -Check	10/30/2014	88529	VFastenal	Inv# MOCOL167897 (split with BCFPD)		192.70	-33,039.11
Bill Pmt -Check	10/31/2014	Auto	VBoone Electric	Siren electric for 2297, 46111001, 314925001		308.47	-33,347.58
Total 1100-70 · CASH - OEM					30,677.45	22,510.82	-33,347.58

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of November 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached invoice by Midwest Electronic Systems, Inc. for repairs to the 24 hour monitoring fire alarm system in the amount of \$40.00.

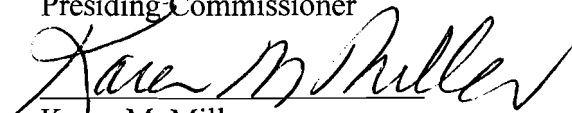
Done this 13th day of November, 2014

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

Absent

Janet M. Thompson  
District II Commissioner



# Midwest

electronic systems, inc.

2000 Forum Blvd., Suite 6  
 Columbia, MO 65203  
 Ph: (573) 443-5343  
 Fax: (573) 445-7778

## Invoice

DATE	INVOICE #
10/28/2014	20143820

BILL TO
Boone County Commission 801 East Walnut Columbia, MO 65201

SHIP TO
Boone Country Fairgrounds 24 Hour Monitoring Fire Alarm System

P.O. NUMBER	TERMS	DUE DATE	REP	F.O.B.
signed ticket	Net 30	11/27/2014	RN	

ITEM CODE	QUANTITY	DESCRIPTION	PRICE EACH	CLASS	AMOUNT
End User Equipm...	1	12V 5AH Battery Sales Tax	40.00 7.975%	CO	40.00 0.00

PAST DUE BALANCES ARE SUBJECT TO INTEREST AT 1.5% MONTHLY. CREDIT CARD PAYMENTS OVER \$500.00 WILL BE SUBJECT TO A 3% PROCESSING FEE	<b>Total</b>	\$40.00
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# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of November 20 14

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 the Boone County Democratic Central Committee for November 15, 2014 from 10:45 a.m. to 11:40 a.m.

Done this 13th day of November, 2014.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Absent  
Janet M. Thompson  
District II Commissioner

Daniel K. Atwill, 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: P O Box 1284

City: Columbia State: MO ZIP Code: 65205

Phone: 875-1245 Website: www.boonecountydems.net

Individual Requesting Use: Peg Miller Position in Organization: Chair, 19th Sen. Committee

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic  
Event: Election of a Committeewoman and a Committeeman as State Dem. Committee members

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

Date(s) of Use: Nov. 15th, 2014

Start Time of Setup: 10:45 a.m. AM/PM Start Time of Event: 11:00 a.m. AM/PM

End Time of Event: 11:35 a.m. AM/PM End Time of Cleanup: 11:40 a.m. AM/PM

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

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

Organization Representative/Title: Chair, 19th Senate District Democratic Committee

Phone Number: 875-1245 Date of Application: 11-6-14

Email Address: mupmusa@socket.net

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

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

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

ATTEST:

Wendy S. Noren  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 11-13-14

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of November 20 14

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 and Courthouse Plaza by the Arthritis Foundation for December 13, 2014 from 6:00 a.m. to 10:30 a.m.

Done this 13th day of November, 2014.

ATTEST:

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

Daniel K. Atwill  
 Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Absent  
 Janet M. Thompson  
 District II Commissioner



## Boone County Commission

### APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Arthritis Foundation  
Address: 9433 Olive, Ste 100  
City: St. Louis State: MO ZIP Code: 63132  
Phone: 314-447-4883 Website: www.jinglebellruncolumbia.org  
Individual Requesting Use: Donna Henderson  
Position in Organization: Special Events Director  
Address: same  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Event: Jingle Bell 5K Run/Walk  
Description of Use (ex. Concert, speaker, 5K): 5K  
Date(s) of Use: Saturday, December 13, 2014  
Start Time of Setup: 6:00  AM  PM  
Start Time of Event: 8:00  AM  PM (If start times vary for multiple day events, please specify)  
End Time of Event: 9:00  AM  PM (If end times vary for multiple day events, please specify)  
End Time of Cleanup: 10:30  AM  PM  
Emergency Contact During Event: Jan Bignall Phone: 314-368-1043

Will this event be open to the public?  Yes  No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: postcards, emails

How many attendees (including volunteers) do you anticipate being at your event? 600  
If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

(outside event)

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

Will the majority of attendees be under the age of 18?  Yes  No

If yes, please note the number of adult supervisors in attendance: \_\_\_\_\_ # adults per \_\_\_\_\_ # minors

Will you need access to electricity?  Yes  No

Will you be using amplifiers?  Yes  No

Will you be serving food and/or non-alcoholic drinks?  Yes  No

If yes, will you be **selling** food and/or non-alcoholic drinks?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will you be serving alcoholic beverages?  Yes  No

If yes, will you be **selling** alcoholic beverages?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: \_\_\_\_\_

County Liquor License Number: \_\_\_\_\_

City Liquor License Number: \_\_\_\_\_

Will you be selling non-food items?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will outside vendors be selling food, beverages or non-food items at this event?  Yes  No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure?  Yes  No

If yes, what road(s) and/or sidewalk(s)? ~~Attached~~ Attached map

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames?  Yes  No

If yes, please provide the Columbia Fire Department Special Events Permit Number: \_\_\_\_\_

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?  Yes  No

If yes, please provide the following:

Security Company: \_\_\_\_\_

Contact Person Name and Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Will you be using portable toilets for your event?  Yes  No

\*\*Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

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 Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. 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.
4. 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.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. 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.

Organization Representative/Title: Donna Henderson / special Events Dir

Address: 9433 Olive, Ste 100, St. Louis, MO 63132

Phone Number: 314-447-4883 Date of Application: 11/4/14

Email Address: dhenderson@anthryts.org

Signature: Donna Henderson

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@boonecountymmo.org](mailto:commission@boonecountymmo.org).

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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:

Wendy S. Noren  
County Clerk

BOONE COUNTY, MISSOURI

Raul [Signature]  
County Commissioner

DATE: 11-13-14







# 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: Arthritis Foundation  
 Address: 9433 Olive, Ste 100, St. Louis, Mo 63132  
 City: St. Louis State: MO ZIP Code: 63132  
 Phone: 314-447-4883 Website: www.jinglebellruncolumbia.org  
 Individual Requesting Use: Donna Henderson Position in Organization: Special Events Dir.  
 Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic  
 Event: Jingle Bell ~~5k~~ Run/Walk  
 Description of Use (ex. Speaker, meeting, reception): check in for Jingle Bell Run  
 Date(s) of Use: Saturday, December 13, 2014  
 Start Time of Setup: 6:00  AM/PM Start Time of Event: 8:00  AM/PM  
 End Time of Event: 9:00  AM/PM End Time of Cleanup: 10:30  AM/PM

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

- 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: Donna Henderson/Special Events Dir  
 Phone Number: 314-447-4883 Date of Application: 11-4-14  
 Email Address: dhenderson@arthritis.org

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

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

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

ATTEST:

Wendy S. Noren  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 11-13-14

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 13th day of November 20 14

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

Now on this day the County Commission of the County of Boone does hereby accept the resignation of Don Stamper, former Executive Director of the Central Mo Development Council and the Columbia Home Builders Association. It is affirmed the other stakeholder partners City of Columbia and University of Missouri concur with the appointment of Jim Loveless, the new Executive Director to serve as the development community representative to the Hinkson Creek Stakeholder committee.

Done this 13th day of November, 2014.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller

Karen M. Miller  
 District I Commissioner

Absent

Janet M. Thompson  
 District II Commissioner