

147-2013

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

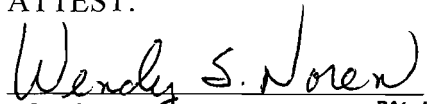
In the County Commission of said county, on the 28th day of March 20 13

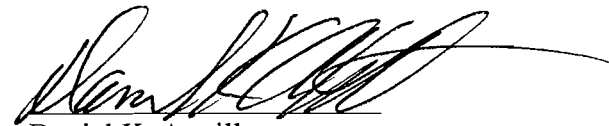
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached proclamation honoring Brandon Irwin for his outstanding public commitment to duty and initiative in the face of an emergency. It is further ordered the Boone County Commissioners are hereby authorized to sign said proclamation.

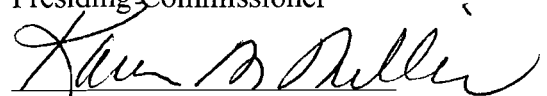
Done this 28th day of March, 2013.

ATTEST:

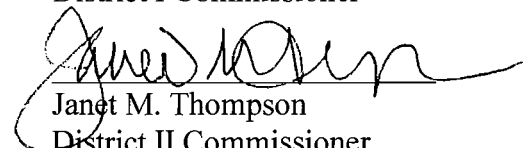
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# PROCLAMATION HONORING BRANDON IRWIN, PUBLIC WORKS

**Whereas**, Brandon Irwin has worked for Boone County Public Works for eight months,

**Whereas**, Brandon used sound judgment in the face of adverse circumstances to help someone in need,

**Whereas**, Brandon risked his own safety without hesitation to help an ambulance travel through hazardous snowy conditions,

**Whereas**, Brandon's selfless act contributed to successful life-saving efforts by allowing for speedy transport of the critically-ill patient,

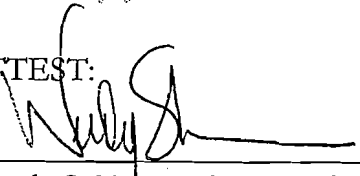
**Whereas**, Brandon is recognized for his ability to make sound decisions independently in difficult and intense situations,

**Therefore**, in honor of this outstanding public servant's commitment to duty and initiative in the face of an emergency, the Commission is extending its appreciation.

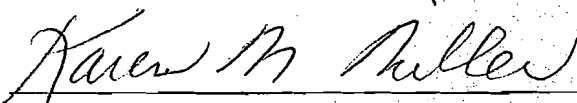
**IN TESTIMONY WHEREOF**, this 28th day of March, 2013.

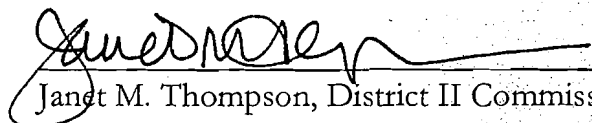


ATTEST:

  
\_\_\_\_\_  
Wendy S. Noren, County Clerk

  
\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

  
\_\_\_\_\_  
Karen M. Miller, District I Commissioner

  
\_\_\_\_\_  
Janet M. Thompson, District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of March 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Sheriff's Department to donate the attached list of S.T.A.R. tactical vests to the Cooper County Jail. It is further ordered the Presiding Commissioner is hereby authorized to sign the Request for Transfer of County Property forms.

Done this 28th day of March, 2013

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

**Boone County Purchasing**  
**David Eagle**  
Office Specialist



613 E. Ash Street  
Columbia, MO 65201  
Phone: (573) 886-4394

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**MEMORANDUM**

TO: Boone County Commission  
FROM: David Eagle  
RE: Surplus Disposal  
DATE: March 19, 2013

The Sheriff's Department requests permission to donate the following list of five sets of S.T.A.R. tactical vests to the Cooper County Jail for their use as they do not have any protective equipment. The vests were originally purchased in 1993 and are 20 years old. They have been replaced with updated and improved equipment.

	<b>Asset #</b>	<b>Description</b>	<b>Make &amp; Model</b>	<b>Department</b>	<b>Condition of Asset</b>	<b>Serial #</b>
1.	7875	TACTICAL VEST	S.T.A.R.	SHERIFF	POOR	
2.	7875	TACTICAL VEST	S.T.A.R.	SHERIFF	POOR	
3.	7875	TACTICAL VEST	S.T.A.R.	SHERIFF	POOR	
4.	7875	TACTICAL VEST	S.T.A.R.	SHERIFF	POOR	
5.	7875	TACTICAL VEST	S.T.A.R.	SHERIFF	POOR	

cc: Caryn Ginter, Auditor  
Surplus File



## BOONE COUNTY SHERIFF'S DEPARTMENT

2121 County Drive  
Dwayne Carey, Sheriff

Columbia, Missouri 65202-9051  
Phone (573) 875-1111 Fax (573) 874-8953

To Whom It May Concern,

We currently have 5 sets of S.T.A.R., tactical vest that have been replaced with updated and improved equipment. The vests were originally purchased in 1993 and are 20 years old. I would request that the equipment be donated to the Cooper County Jail for their use as they do not have any protective equipment.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Keith R. Hoskins", followed by a horizontal line and a small mark that looks like "41".

Keith R. Hoskins, Captain  
Boone County Sheriff's Department

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

MAR 18 2013

DATE: 3-18-13

FIXED ASSET TAG NUMBER: 7879

BOONE COUNTY AUDITOR

DESCRIPTION: S.T.A.R. tactical vest

REQUESTED MEANS OF DISPOSAL: BCSD requests Commission approval to donate to Cooper County (MO) Jail

OTHER INFORMATION: n/a

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Replaced with newer, improved equipment

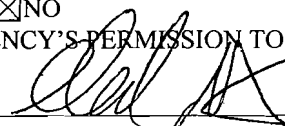
COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 3-18-13

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

DEPARTMENT: Sheriff - Corrections 1255

SIGNATURE



### AUDITOR

ORIGINAL PURCHASE DATE 7/7/1993

RECEIPT INTO 1190-3835

ORIGINAL COST 1,415.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

ASSET GROUP 1604

AGENCY \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 148-2013

DATE APPROVED 3-28-13

SIGNATURE 

# BOONE COUNTY

RECEIVED

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

MAR 18 2013

DATE : 3-18-13

FIXED ASSET TAG NUMBER: 7878

BOONE COUNTY AUDITOR

DESCRIPTION: S.T.A.R. tactical vest

REQUESTED MEANS OF DISPOSAL: BCSD requests Commission approval to donate to Cooper County (MO) Jail

OTHER INFORMATION: n/a

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Replaced with newer, improved equipment

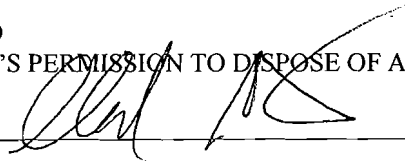
COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 3-18-13

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

DEPARTMENT: Sheriff - Corrections 1255

SIGNATURE



### AUDITOR

ORIGINAL PURCHASE DATE 7/7/1993

RECEIPT INTO 1190-3835

ORIGINAL COST 1,415.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

ASSET GROUP 1604

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 148-2013

DATE APPROVED 3-28-13

SIGNATURE 

# BOONE COUNTY

RECEIVED

MAR 18 2013

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : 3-18-13

FIXED ASSET TAG NUMBER: 7877

DESCRIPTION: S.T.A.R. tactical vest

REQUESTED MEANS OF DISPOSAL: BCSD requests Commission approval to donate to Cooper County (MO) Jail

OTHER INFORMATION: n/a

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Replaced with newer, improved equipment

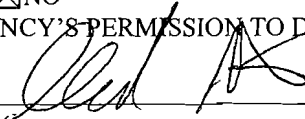
COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 3-18-13

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

DEPARTMENT: Sheriff - Corrections

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE 7/7/1993

RECEIPT INTO 1190-3835

ORIGINAL COST 1,131.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

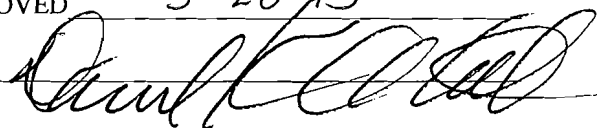
\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 148-2013

DATE APPROVED 3-28-13

SIGNATURE





# BOONE COUNTY

RECEIVED

MAR 18 2013

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : 3-18-13

FIXED ASSET TAG NUMBER: 7876

DESCRIPTION: S.T.A.R. tactical vest

REQUESTED MEANS OF DISPOSAL: BCSD requests Commission approval to donate to Cooper County (MO) Jail

OTHER INFORMATION: n/a

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Replaced with newer, improved equipment

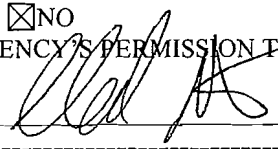
COUNTY / COURT IT DEPT. (check one)  DOES /  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 3-18-13

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

DEPARTMENT: Sheriff - Corrections 1255

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE 7/7/1993

RECEIPT INTO 1190-3835

ORIGINAL COST 1,131.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

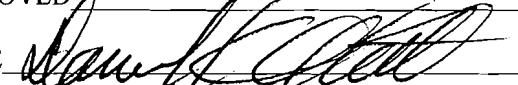
INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 148-2013

DATE APPROVED 3-28-13

SIGNATURE 

# BOONE COUNTY

RECEIVED

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

MAR 18 2013

BOONE COUNTY AUDITOR

DATE : 3-18-13

FIXED ASSET TAG NUMBER: 7875

DESCRIPTION: S.T.A.R. tactical vest

REQUESTED MEANS OF DISPOSAL: BCSD requests Commission approval to donate to Cooper County (MO) Jail

OTHER INFORMATION: n/a

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Replaced with newer, improved equipment

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 3-18-13

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

DEPARTMENT: Sheriff - Corrections 1255 SIGNATURE 

**AUDITOR**

ORIGINAL PURCHASE DATE 7/7/1993 RECEIPT INTO 1190-3835

ORIGINAL COST 1,131.00 GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731 GRANT NAME \_\_\_\_\_

ASSET GROUP 1604 AGENCY \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_  
TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_


INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 148-2013

DATE APPROVED 3-28-13

SIGNATURE 

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of March 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the National Purchasing Partners (NPP) Cooperative Contract NPP-VQ10117 to purchase two (2) John Deere Cab Tractors from Sydenstricker Implement Company of Rocheport, MO and to dispose of one (1) 2003 John Deere 7220 tractor, Fixed Asset Tag 14164 and one (1) 2003 John Deere 7220 tractor, Fixed Asset Tag 14165.

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

Done this 28th day of March, 2013.

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

# Boone County Purchasing

Amy Robbins  
Senior Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins  
DATE: March 21, 2013  
RE: NPP-VQ10117 – John Deere 6125M Cab Tractors

Commission approved the Purchasing Department's request for membership in National Purchasing Partners (NPP) group purchasing organization on March 14, 2013, order #122-2013. Purchasing and Public Works request permission to utilize the National Purchasing Partners (NPP) cooperative contract number NPP-VQ10117 to purchase two (2) John Deere Cab Tractors from John Deere Company through Sydenstricker Implement Company of Rocheport, MO.

Total cost for tractors is \$156,825.16 and will be paid from department 2040 – Public Works Maintenance Operations, account 92300 - Replacement Machinery & Equipment.

Public Works requests to dispose of the following two (2) Tractors:

<u>Description</u>	<u>Fixed Asset Tag</u>
2003 John Deere 7220 tractor with Tiger TRB-50 boom mower Serial # RW7220R003076	14164
2003 John Deere 7220 tractor with Tiger TRB-50 boom mower Serial # RW7220R002994	14165

cc: Greg Edington, PW  
Contract File

RECEIVED

MAR - 4 2013

# BOONE COUNTY

BOONE COUNTY AUDITOR

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: March 4, 2013

FIXED ASSET TAG NUMBER: 14165

DESCRIPTION: 2003 John Deere 7220 tractor with tiger TRB-50 boom mower

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Serial Number: RW7220R002994

CONDITION OF ASSET: Fair - unit has high hours but is still functional.


REASON FOR DISPOSITION: Equipment is planned for replacement in 2013.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

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

DEPARTMENT: 2040

SIGNATURE 

**AUDITOR**

ORIGINAL PURCHASE DATE 7/25/2003

RECEIPT INTO 2040-3835

ORIGINAL COST 116,340.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

ASSET GROUP 1605

AGENCY \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 149-2013

DATE APPROVED 3-28-13

SIGNATURE 

RECEIVED

MAR - 4 2013

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : March 4, 2013

FIXED ASSET TAG NUMBER: 14164

DESCRIPTION: 2003 John Deere 7220 tractor with tiger TRB-50 boom mower

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Serial Number: RW7220R003076

CONDITION OF ASSET: Fair – unit has high hours but is still functional.

REASON FOR DISPOSITION: Equipment is planned for replacement in 2013.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

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

DEPARTMENT: 2040

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE 7/25/2003

RECEIPT INTO 2040-3835

ORIGINAL COST 116,340.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP 1605

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

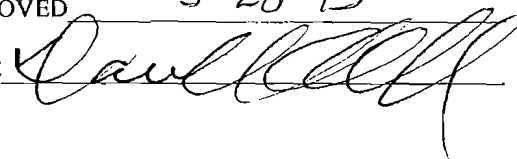
INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 149-2013

DATE APPROVED 3-28-13

SIGNATURE 



**PURCHASE AGREEMENT  
FOR  
John Deere 6125M Cab Tractors**

**THIS AGREEMENT** dated the 28<sup>th</sup> day of March 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **John Deere Company**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for (2) two **John Deere 6125M Cab Tractors**, Sydenstricker quotation number 7741625, the National Purchasing Partners (NPP) cooperative contract number **NPP-VQ10117 – Landscape, Turf & Athletic, Lawn and Garden Equipment, and Utility Vehicles** and any amendments, NPP Lawn and Landscape Equipment Master Purchase Agreement, NPP Member Intergovernmental Cooperative Purchasing Agreement and Boone County Standard Terms and Conditions. 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, National Purchasing Partners (NPP) cooperative contract number **NPP – Landscape, Turf & Athletic, Lawn and Garden Equipment, and Utility Vehicles** and any amendments, NPP Lawn and Landscape Equipment Master Purchase Agreement, and NPP Member Intergovernmental Cooperative Purchasing Agreement shall prevail.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (2) John Deere 6125M Cab Tractors as follows:

Description	Qty	List Price	Discount %	Discount Amount	Contract Price	Extended Contract Price
John Deere 6125M Cab Tractor	2	\$97,657.00	27.00	\$26,367.39	\$71,289.61	\$142,579.22
Standard Options	2	\$ 8,972.00	27.00	\$ 2,422.44	\$ 6,549.56	\$ 13,099.12
Dealer Attachments – AL209518 Cold Weather Starting Package, 110 V	2	\$ 785.49	27.00	\$ 212.08	\$ 573.41	\$ 1,146.82
<b>Total Selling Price</b>	<b>2</b>	<b>\$107,414.49</b>	<b>27.00</b>	<b>\$29,001.91</b>	<b>\$78,412.58</b>	<b>\$156,825.16</b>

3. **Delivery** - Vendor agrees to deliver equipment within **180-200** days after receipt of order. Delivery shall be to Tiger Corporation 3301 North Louise Ave., Sioux Falls, SD 57107.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. 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.



149-2013

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.

**JOHN DEERE COMPANY**

by *Arden Hill*  
title district Administrator

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

*J. J. [Signature]*  
County Counselor

ATTEST:

*Wendy S. Noren*  
Wendy S. Noren, County Clerk *ny*

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.)

*Gene E. Pitchford*  
Signature *by cog*

3/25/13  
Date

2040-92300 - \$156,825.16

Appropriation Account

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

1. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. 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.
4. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
5. The delivery date shall be stated in definite terms.
6. 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.
7. 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.
8. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
9. Prices must be as stated in units of quantity specified, and must be firm.
10. 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.
11. 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.
12. 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.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
14. 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.

15. **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.



**JOHN DEERE**

Quote Id: 7741625

Customer Name: BOONE COUNTY PUBLIC WORKS

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

John Deere Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

SYDENSTRICKER IMPLEMENT CO.  
1500 N ROUTE J  
ROCHEPORT, MO 65279  
573-446-3030

**Quote Summary**

**Prepared For:**  
BOONE COUNTY PUBLIC WORKS  
GREG EDINGTON  
5551 HIGHWAY 63 S  
COLUMBIA, MO 65201  
Business: 573-449-8515  
gedington@boonecounty.mo.org

**Delivering Dealer:**  
SYDENSTRICKER IMPLEMENT CO.  
Scott Brees  
1500 N ROUTE J  
ROCHEPORT, MO 65279  
Phone: 573-446-3030  
sbrees@sydenstrickers.com

**Quote ID:** 7741625  
**Created On:** March 04, 2013  
**Last Modified On:** March 04, 2013  
**Expiration Date:** April 04, 2013

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 6125M Cab Tractor	\$ 78,412.58 X	2 =	\$ 156,825.16

**Contract:** National Purchasing Partners (NPP)\_NPP  
**Price Effective Date:** March 4, 2013

**Equipment Total** **\$ 156,825.16**

\* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 156,825.16
Trade In	
SubTotal	<b>\$ 156,825.16</b>
Total	\$ 156,825.16
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 156,825.16</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**JOHN DEERE**

# Selling Equipment

Quote Id: 7741625

Customer Name: BOONE COUNTY PUBLIC WORKS

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

John Deere Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

SYDENSTRICKER IMPLEMENT CO.  
1500 N ROUTE J  
ROCHEPORT, MO 65279  
573-446-3030

## JOHN DEERE 6125M Cab Tractor

Hours:

Stock Number:

Contract: National Purchasing Partners (NPP)\_NPP

Selling Price \*

Price Effective Date: March 4, 2013

\$ 78,412.58

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	[CDATA: Discount]%	Discount Amount	Contract Price	Extended Contract Price
00Q2L	6125M Cab Tractor	2	\$ 97,657.00	27.00	\$ 26,367.39	\$ 71,289.61	\$ 142,579.22
<b>Standard Options - Per Unit</b>							
1002	Series Tractor	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
0512	Standard Cab Plus	2	\$ 1,850.00	27.00	\$ 499.50	\$ 1,350.50	\$ 2,701.00
1440	PowrQuad PLUS 24F/24R Transmission with Left Hand Power Reverser (25 mph/40 kmh) with Creeper	2	\$ 2,487.00	27.00	\$ 671.49	\$ 1,815.51	\$ 3,631.02
2051	Standard Cab	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
2127	Basic Spec Seat with Air Suspension.	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors Manually Adjustable and Telescopic- LH & RH	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
2557	Air Conditioning	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
2631	Panorama Windshield with RH Door	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
3232	Load Sensing Constant Flow Hydraulic System: 21.1 GPM (80 L/min), 35cc	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
3318	2 SCV Mechanical (2 Detent-200 Series) with Standard Couplers	2	\$ 1,346.00	27.00	\$ 363.42	\$ 982.58	\$ 1,965.16
3820	Rear Independent 540/1000 RPM PTO	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
4121	Draft Links with Telescopic Ball End Cat. 3N/2	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
4213	Center Link with Ball End	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Control Blocks	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

# Selling Equipment

Quote Id: 7741625

Customer Name: BOONE COUNTY PUBLIC WORKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

SYDENSTRICKER IMPLEMENT CO.  
1500 N ROUTE J  
ROCHEPORT, MO 65279  
573-446-3030

Code	Description	Qty	List Price	[CDATA: Discount]%	Discount Amount	Contract Price	Extended Contract Price
5020	Flanged Axle, 2 Position Fixed Steel Wheels	2	\$ -1,145.00	27.00	\$ -309.15	\$ -835.85	\$ -1,671.70
5214	480/80R34 In. 159D R4 Radial	2	\$ 1,266.00	27.00	\$ 341.82	\$ 924.18	\$ 1,848.36
5915	Nokian	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
6041	MFWD Front Axle with Fixed Rims	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
6225	400/80R24 144D R4 Radial	2	\$ 866.00	27.00	\$ 233.82	\$ 632.18	\$ 1,264.36
6715	Nokian	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
7702	Preparation for Shipping	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
8247	Deluxe Radio	2	\$ 324.00	27.00	\$ 87.48	\$ 236.52	\$ 473.04
878J	Vandal Protection Package	2	\$ 327.00	27.00	\$ 88.29	\$ 238.71	\$ 477.42
8224	7-Pin Signal Interface Socket	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
8230	Inner Rear View Mirror	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
8250	Speaker & antenna installation	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
8240	Power Outlet Socket	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
8446	Remote Rear Hitch Control LH & RH	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
8278	Sun Visor	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
878S	Cup Holder	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
8281	Rear Window Wiper & Washer	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
878M	Condensor Screen for Cooling Package	2	\$ 20.00	27.00	\$ 5.40	\$ 14.60	\$ 29.20
8746	Battery, 12V 154AH	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
8725	Beacon Light	2	\$ 199.00	27.00	\$ 53.73	\$ 145.27	\$ 290.54
8765	PowerFill Brakes	2	\$ 474.00	27.00	\$ 127.98	\$ 346.02	\$ 692.04
8434	Swinging Drawbar with Hammerstrap	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
8380	Front Auxiliary Drive Preparation (Crankshaft Pulley without Drive Shaft)	2	\$ 558.00	27.00	\$ 150.66	\$ 407.34	\$ 814.68
8762	No Handbrake	2	\$ 0.00	27.00	\$ 0.00	\$ 0.00	\$ 0.00
8307	Fuel Tank Bottom Guard	2	\$ 400.00	27.00	\$ 108.00	\$ 292.00	\$ 584.00
	<b>Standard Options Total</b>		<b>\$ 8,972.00</b>		<b>\$ 2,422.44</b>	<b>\$ 6,549.56</b>	<b>\$ 13,099.12</b>



**JOHN DEERE**

# Selling Equipment

Quote Id: 7741625

Customer Name: BOONE COUNTY PUBLIC WORKS

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

John Deere Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

SYDENSTRICKER IMPLEMENT CO.  
1500 N ROUTE J  
ROCHEPORT, MO 65279  
573-446-3030

Dealer Attachments/Non-Contract/Open Market							
AL205918	Cold Weather Starting Package, 110 V	2	\$ 785.49	27.00	\$ 212.08	\$ 573.41	\$ 1,146.82
<b>Dealer Attachments Total</b>			<b>\$ 785.49</b>		<b>\$ 212.08</b>	<b>\$ 573.41</b>	<b>\$ 1,146.82</b>
<b>Suggested Price</b>							<b>\$ 156,825.16</b>
<b>Total Selling Price</b>			<b>\$</b>		<b>\$ 29,001.91</b>	<b>\$ 78,412.58</b>	<b>\$</b>
			<b>107,414.49</b>				<b>156,825.16</b>

**NATIONAL PURCHASING PARTNERS (NPP)**  
**Landscape, Turf & Athletic, Lawn and Garden Equipment, And Utility**  
**Vehicles**

**Contract Number:** NPP

**Contract Period:** 01 May 2007 – 30 April 2013

**Eligibility:** Any registered National Purchasing Partners (NPP) member is eligible to access the contract. Local regulations may require participating agencies to execute an Intergovernmental Cooperative Purchasing Agreement (IGA) with the lead government agency. For those participating agencies required to execute an IGA, a copy is available. Please email Molly Deter to request a copy of the IGA or any other legal documents (Request for Proposal (RFP), Master Price Agreement (MPA) etc.) at [Molly.Deter@mynpp.com](mailto:Molly.Deter@mynpp.com) or contact her at 800- 810-3909.

<https://www.mynpp.com/myNPP/>

- **To become a NPP member click <https://www.mynpp.com/myNPP/>**
- **Click here to access the [NPP Member List \(includes Non-Profit Members also\)](#)**
- **Click here to access the [NPP Contract Synopsis](#)**

**For questions about NPP and Webinars please contact Molly Deter at**  
**[Molly.Deter@mynpp.com](mailto:Molly.Deter@mynpp.com) or contact her at 800- 810-3909.**

**All orders must show John Deere Company as the vendor and reference the contract and item number.**

Purchase orders should be submitted to:

John Deere Company  
2000 John Deere Run  
Cary, NC 27513





## CONTRACT INFORMATION

Tax Requirements	Yes – See Below
Allied (non-Deere)	Yes – List as “Non-Contract” on PO
Credit Cards	No
Fees	No
Leasing	Yes – Municipal Leases Allowed
Financing	Yes
Multiple Unit Discount	No
Non-contract (Deere)	Yes - List as “Non-Contract” on PO
Rental	No
Trade-Ins	Yes
Miscellaneous	No

### Tax Requirements

Please click on the following link to complete the required form.

[https://secured.deere.com/en\\_US/qovsales/httpscontent/taxcient\\_index.html](https://secured.deere.com/en_US/qovsales/httpscontent/taxcient_index.html)



### Price Structure

#### **Effective 4 March 2011 – Discounts Apply to Current Pricing**

**NOTE: Discounts shown below are for ALL NPP Members (including Non-Profit Members).**

All Purchase Orders submitted for the State of **California** to John Deere should now include a separate line stating “Tire Fee” and list it as a Non-Contract item on the Purchase Order. Dealers should remit all fees (\$1.75 for each new farm tire purchased) to the State that they collect. Please refer to the State of California’s website for details on the tire fee. For your reference the link is included. <http://www.boe.ca.gov/pdf/pub91.pdf>

New tires (including the spare) included with the purchase of: a new or used motor vehicle, including a trailer drawn upon a highway or road; new or used **farm** equipment; or new or used construction equipment. \*A “pneumatic tire” is a tire inflated, or capable

of inflation, with compressed air. A “new tire” does not include retreaded, reused, or recycled tires.

<b>JOHN DEERE PRICE PAGE TAB</b>	<b>CATEGORY</b>	<b>JOHN DEERE EQUIPMENT, ACCESSORIES AND ATTACHMENTS</b>	<b>DISCNT OFF LIST</b>
L15	2	WALK-BEHIND EQUIPMENT & ACCESSORIES	9%
L25	4	LAWN TRACTORS & ACCESSORIES (EXCEPT 100 SERIES TRACTORS)	19%
L25	4	LAWN TRACTORS & ACCESSORIES (100 SERIES TRACTORS)	0%
L30	4	LAWN & GARDEN TRACTORS & ACCESSORIES	24%
L35	4	LAWN & GARDEN TRACTORS EQUIPMENT	24%
C10	6	COMMERCIAL WALK-BEHIND MOWERS & ACCESSORIES	24%
C13	7	ZERO-TURN RADIUS MOWERS & ACCESSORIES	24%
C15	8	COMMERCIAL FRONT MOWERS & ACCESSORIES	24%
C18	9	WIDE AREA MOWERS & ACCESSORIES	24%
C19	10	ADVANTAGE TRACTORS	4%
C20	10	COMPACT UTILITY TRACTORS & ACCESSORIES	19%
C25	10	EQUIPMENT FOR COMPACT UTILITY TRACTORS WORKSITE PRO ATTACHMENTS	19%
A2	11	AGRICULTURAL TRACTORS & ACCESSORIES	27%
A3	13	AGRICULTURAL EQUIPMENT – COMBINES	27%
A4	13	AGRICULTURAL EQUIPMENT – COTTON	27%
A5	13	AGRICULTURAL EQUIPMENT – HAY & FORAGE	27%
A6	13	AGRICULTURAL EQUIPMENT – TILLAGE	27%
A7	13	AGRICULTURAL EQUIPMENT – AIR SEEDING DRILLS PLANTERS	27%
A8	13	AGRICULTURAL EQUIPMENT – SPRAYERS	27%
A9	13	AGRICULTURAL EQUIPMENT – MATERIAL HANDLING – ROTARY CUTTERS MATERIAL HANDLING – LESS CUTTERS	27%
F R O N T I E R	13	CUTTING & MOWING HAY & FORAGE LANDSCAPING LIVESTOCK MATERIAL HANDLING PLANTING & SEEDING SNOWBLOWERS TILLAGE TRANSPORTS	20%
G10	14	GOLF & TURF EQUIPMENT – REEL MOWERS	20%
G15	14	GOLF & TURF EQUIPMENT - SPECIAL APPLICATION MOWER	20%

G20	14	GOLF & TURF EQUIPMENT - SPECIAL APPLICATION VEHICLES	20%
G25	14	GOLF & TURF EQUIPMENT - AERATION	20%
G30	14	GOLF & TURF EQUIPMENT - DEBRIS MAINTENANCE	20%

**Payment Remittance Information –**

John Deere Government and National Sales remittance address is different from the vendor address listed above of Cary, NC. Please remember to advise customers of this as they may internally require this information to be on their purchase orders when they are issued.

Correct remit to address is:

**John Deere Gov't and Nat'l Sales  
21748 Network Place  
Chicago, IL 60673-1217**

Please contact Government Sales for assistance on quoting at 1-800-358-5010 Option 2. LL

*Last Update: Mar 22, 2012 – removed verbiage on membership #*

*Update: Feb 3, 2012 – removed C27*

*Update: Jan 27, 2012 – removed L40*

*Update: Dec 2, 2011 – updated NPP member list*

*Update: Nov 1, 2011 – Removed UV's and added to new NPP contract*

*Update: Aug 23, 2011 – Added Information on CA Tire Fee*

*Update: April 21, 2011 – Contract Extension*

*Update: March 4, 2011 – Contract updated to Current Pricing*

*Update: Feb 3, 2011 – NPP Membership #*

*Update: Nov 17, 2010 – Non-Contract & Allied items allowed on contract*

*Update: Sep 2, 2010 – Price Pgs for all sections & Leasing allowed*

*Update: Aug 12, 2010 - NPP Non Profit Members now eligible*

**Amendment to Lawn and Landscape Equipment  
Master Purchase Agreement**

**Contract Extension**

This Amendment to the Master Purchase Agreement is entered into this 17 day of May, 2011 by the LEAGUE OF OREGON CITIES ("Purchasers") and DEERE & COMPANY ("Supplier") based upon the sales and/or service of Lawn and Landscape Equipment.

**RECITALS**

WHEREAS, Purchaser and Supplier entered into a Master Purchase Agreement on or about May 1, 2007 and by this reference incorporated herein; and

WHEREAS, Supplier's Proposal refers to category discounts incorporated in the Master Purchase Agreement; and

WHEREAS, Article 4.1 and Attachment A to the Master Purchase Agreement refers to a price list upon which the category discounts offered in Supplier's Proposal are applied; and

WHEREAS, Supplier periodically updates its catalog to introduce new products upon which the category discounts are to apply; and

WHEREAS, Supplier was incorrectly identified as JOHN DEERE COMPANY in the Master Purchase Agreement dated May 1, 2007 and first Amendment to the Master Purchase Agreement dated March 26, 2010; and

WHEREAS, Purchaser and Supplier desire that the Master Purchase Agreement shall be amended in part to reflect the updated price list of Supplier products and the correct corporate identity.

NOW, THEREFORE, Purchaser and Supplier enter into the following:

**AMENDMENT TO MASTER PURCHASE AGREEMENT**

1. **Current Price List Update.** Attachment A to the Master Purchase Agreement shall be amended in part to reflect the following additional current price list for products offered after award of the original contract but incorporated within the category discounts offered by Supplier in its original proposal as follows:

**ATTACHMENT A**

to Purchase Agreement dated May 1, 2007 by and between **SUPPLIER** and **PURCHASER**.

**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Supplier proposes and has used a fixed discount off a published price list based on the categories provided in Attachment A of the RFP and Supplier's Proposal (Attachment "B"). Said discounts shall apply to the original (historical) price list for all products offered as of the date of award of this RFP and the "Current Price List" for all products developed and offered subsequent to the date of award of this RFP.


Pricing contained in this Attachment A shall be extended to all National Purchasing Partner and FireRescue GPO members upon execution of the National Purchasing Partners Intergovernmental Cooperative Purchase Agreement Participating Agency Endorsement and Authorization.

2. **Correction and/or clarification of Supplier Identity.** All references in the Master Purchase Agreement any subsequent Amendments thereto shall be amended to reference the Supplier's identity as DEERE & COMPANY.

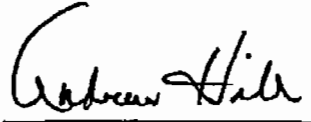
3. **Full Force and Effect.** In each and every other respect, the terms of the Master Purchase Agreement, as amended, entered into between the parties on or about May 1, 2007 and first Amendment dated March 26, 2010 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Purchase Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES:

  
BY: \_\_\_\_\_ Date 5/17/11  
ITS: \_\_\_\_\_

DEERE & COMPANY

  
BY: Andrew Hill Date March 3, 2011  
ITS: Contract Administrator

## **Amendment to Lawn and Landscape Equipment Master Purchase Agreement**

### **Contract Extension**

This Amendment to the Master Purchase Agreement is entered into this 26<sup>th</sup> day of March, 2010 by the LEAGUE OF OREGON CITIES ("Purchasers") and John Deere Company, ("Supplier") based upon the sales and/or service of lawn and landscape equipment.

### **RECITALS**

WHEREAS, Purchaser and Supplier entered into a Master Purchase Agreement on or about May 1st, 2007 and by this reference incorporated herein; and

WHEREAS, Article 2.5.1 and Attachment A of the Master Purchase Agreement provides for the extension of the terms of the contract to National Purchasing Partner (NPP) members; and

WHEREAS, Article 3.1 of the Master Purchase Agreement provides for the extension of the Agreement for three (3) additional periods of one (1) upon writing agreement by the parties; and

NOW, THEREFORE, Purchaser and Supplier enter into the following:

### **AMENDMENT TO MASTER PURCHASE AGREEMENT**

1. **Extension of Master Purchase Agreement Term.** Article 3, Section 3.1 shall be amended in its entirety to read as follows:

- 3.1 The term of this Agreement shall commence on the date hereof and shall continue for three (3) years, expiring on April 30<sup>th</sup>, 2010 (the "Original Term"), subject to any earlier termination as provided herein. Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; provided that the Lead Contracting Agency, through NPP, and/or the Proposer may opt to decline extension of the Master Purchase Agreement by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the original Master Purchase Agreement term.

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Purchase Agreement, as amended, entered into between the parties on or about May 1<sup>st</sup> 2007 remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Purchase Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES:

Tamara Hebert Date 3-26-2010  
BY:  
ITS:

John Deere Company:

Michael J. McCarty Date 3/26/2010  
BY: Michael J. McCarty  
ITS: League of Oregon Cities

**LAWN AND LANDSCAPE EQUIPMENT**  
**MASTER PURCHASE AGREEMENT**

This Master Purchase Agreement dated as of <sup>May</sup> ~~March~~ 1, 2007 is by and between the LEAGUE OF OREGON CITIES ("Purchaser") and JOHN DEERE COMPANY ("Supplier").

**RECITALS**

WHEREAS, the Supplier is in the business of selling certain lawn and landscape equipment products and related services, as further described herein; and

WHEREAS, the Supplier desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, the Supplier desires to extend the terms of this Master Price Agreement to members of National Purchasing Partners, LLC.

NOW, THEREFORE, Supplier and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 "Parties" shall mean the Purchaser and Supplier.

1.2 "Agreement" shall mean to this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal RFP No. 401 (herein "RFP") and Supplier's Proposal submitted in response to the RFP (herein "Supplier's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.3 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind, including, but not limited to, those relating to (i) affirmative action and equal employment opportunity, (ii) nondiscrimination based on race, color, creed, religion, sex, age, ethnic origin or existence of a disability, (iii) wages and hours, (iv) workers' compensation and unemployment insurance, (v) labor and employment conditions, (vi) occupational safety and health and (vii) the environment and the use and handling and disposal of toxic and/or hazardous substances and materials.

1.4 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Supplier's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.



1.5 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.6 “Products” shall mean the products and/or services to be sold by Supplier hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Supplier to reflect products and/or services offered by Supplier generally to its customers.

1.7 “Purchase Order” shall mean any authorized written, electronic, telephone or fax order sent or made by Purchaser pursuant hereto, including, but not limited to, written purchase orders, requisitions sent by fax machine, and orders in such other form and/or mode of transmission as Purchaser and Supplier may from time to time agree. Each Purchase Order will specify the following items: National Purchasing Partners contract number, specific Products requested (by id number), unit price per Product, quantity, delivery schedule, destination (with contact/recipient), and total price of the Purchase Order. Each Purchase Order issued under this Agreement shall be made part of, and be incorporated into this Agreement, and shall reference this Agreement on the face of each Purchase Order. Should any Purchase Order not conform to or satisfy the terms of this Agreement, Supplier shall have five (5) business days after receipt to reject the Purchase Order. By not rejecting the Purchase Order within five (5) business days, Supplier will have accepted the Purchase Order. Acceptance by Supplier is limited to the provisions proposed by Supplier or Purchaser shall apply. In addition, the parties agree that this Agreement and accepted Purchase Orders constitute a contract for the sale of goods and/or services and satisfy all statutory and legal formalities of a contract.

1.8 “Unemployment Insurance” shall mean the contribution required of Supplier, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.9 “National Purchasing Partners” is a subsidiary of two nonprofit health care systems and provides group purchasing marketing and administrative support for governmental entities and non-profit institutions within the membership. National Purchasing Partners’ membership includes participating public and non-profit entities across North America.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners that Supplier for which Supplier has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Supplier hereby agrees to sell to Purchaser such Products as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 All Purchase Orders issued by Purchaser to Supplier for Products during the Term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Supplier, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Supplier's standard printed terms and conditions, on Supplier's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.3 Notwithstanding any other provision of this Agreement to the contrary, Purchaser shall have no obligation to order or purchase any Products hereunder and the placement of any Purchase Order shall be in the sole discretion of Purchaser. Without limiting the generality of the foregoing, the actual quantity of Products to be purchased hereunder shall be determined by Purchaser in its sole discretion. This Agreement is not exclusive. Supplier expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, products which are identical or similar to the Products described in this Agreement from any third party.

2.4 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Supplier's Proposal; and
- (iii) The RFP.

Supplier has provided a list of Exceptions to the RFP Solicitation identified in Supplier's Proposal.

- 2.4.1 Supplier's Exception and Proposed Revision to Section 2.4.3 is .5.2 of the RFP is approved. Supplier does not accept credit card payments at this time.
- 2.4.2 Supplier's Exceptions and Proposed Revisions to Sections 2.7.3, 2.14, 3.5.1, 3.5.2, and 3.5.3.3 of the RFP are approved.
- 2.4.3 Supplier's Exception and Proposed Revision to Sections 3.5.2 and 3.5.3 concerning waiver of subrogation is denied for purchasers made by Participating Agencies
- 2.4.4 Supplier's Exceptions and Proposed Revisions to Attachment D of the RFP (National Purchasing Partners Vendor Administration Agreement Terms and Conditions), Paragraph 32, are approved.
- 2.4.5 Supplier's Exceptions and Proposed Revisions to Attachment A of the RFP concerning the addition of Category 14 – Golf & Turf Equipment is approved.

2.5 Extension of contract terms to National Purchasing Partners, LLC

- 2.5.1 Pursuant to Section 1.0 of the RFP, Supplier agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to other government agencies that are members of National Purchasing Partners, that have executed a National Purchasing Partners IGA as a Participating Agency, and that wish to access this Agreement in accordance with Attachment C which is attached hereto and incorporated herein by reference (“Participating Agencies”). Each Participating Agency will be exclusively responsible for and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products in accordance with the terms and conditions of this Agreement as if it were “Purchaser” hereunder. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them under and in accordance with the laws of the State in which the Participating Public Agency exists. Pursuant to 1.2A) and 3.2 of the RFP, LEAGUE OF OREGON CITIES shall not incur any liability as a result of the access and utilization of this Agreement by other NPP Participating Agencies.
- 2.5.2 *This Solicitation meets Oregon public contracting requirements and may not be appropriate under, or meet Participating Agencies’ procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*
- 2.5.3 Supplier acknowledges execution of a Vendor Administration Fee Agreement with National Purchasing Partners, LLC, pursuant to Section 1.2C) of the RFP.

2.6 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service’s Procurement List (“Procurement List”) pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/grf](http://www.OregonRehabilitation.org/grf) for more information. Supplier shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon or to public institutions in other states with similar restrictions.

### **ARTICLE 3 – TERM AND TERMINATION**

3.1 The term of this Agreement shall commence on the date hereof and shall continue for three (3) years, expiring on April 30, 2010 (the “Original Term”), subject to any earlier termination as provided herein. Notwithstanding the foregoing, Purchaser may extend the term of this Agreement for three (3) additional periods of one (1) year each (each, an “Extension Term”) by giving Supplier written notice no less than thirty (30) days prior to the expiration of the Original Term or preceding Extension Term. (The Original Term together with all Extension Terms is hereafter referred to as the “Term.”)

3.2 Either party may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

#### **ARTICLE 4 – PRICING, INVOICES, AND PAYMENT**

4.1 Purchaser shall pay Supplier for all Products ordered and delivered in compliance with the terms and conditions of this Agreement on the terms and at the price or prices specified for each such Product on Attachment A. Unless Attachment A or Supplier's Proposal expressly provides otherwise, the prices for Products set forth on Attachment A hereto shall remain fixed during the entire Term of the Agreement and shall not be increased as a result of the quantity of Products ordered, the delivery time within which such Products are required to be delivered to Purchaser or for any other reason. Unless otherwise directed by Purchaser for expedited orders, Supplier shall utilize such common carrier for the delivery of Products as Supplier may select; provided, however, that for expedited orders Supplier shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Supplier for its own account or for the account of any other similarly situated customer of Supplier.

4.2 Supplier shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement and such reasonable requirements as may be prescribed by Purchaser from time to time. Invoices shall be addressed as directed by Purchaser.

4.3 Unless Attachment A or Supplier's Proposal (Attachment D) expressly provides otherwise, the prices specified on Attachment A include (i) all taxes and duties of any kind which Supplier is required to pay with respect to the sale of Products covered by this Agreement and (ii) all charges for packing, packaging and loading.

4.4 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs, except as otherwise provided on Attachment A or Supplier's Proposal, there are no delivery and freight charges for any of the products offered by Supplier, with the exception of Alaska and Hawaii destinations.

4.5 Except as specifically set forth on Attachment A or Supplier's Proposal, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Supplier in connection with the provision of the Products, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses"). To the extent that Attachment A expressly requires Purchaser to reimburse Supplier for Incidental Expenses, and notwithstanding anything else set forth in this Agreement, including Attachment A, Purchaser shall not be responsible for any such reimbursement unless the expenses to be reimbursed are (i) approved, in each instance, in advance by Purchaser; and (ii) substantiated by appropriate receipts and related documentation. It is acknowledged and agreed that Purchaser may, as a condition of its approval of any such Incidental Expense reimbursement,

require in each instance Supplier to utilize suppliers or service providers prescribed by Purchaser, which may include suppliers or service providers which are affiliated with Purchaser.

4.6 Supplier represents, warrants and covenants that the prices, charges and fees for Products set forth in this Agreement are at least favorable as the prices, charges and fees Supplier charges to other of its customers or clients for the same or substantially similar products provided under the same or substantially similar circumstances, terms, and conditions.

## **ARTICLE 5 – INSURANCE**

During the term of this Agreement, Supplier shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in the states where Products are to be sold hereunder.

## **ARTICLE 6 – INDEMNIFICATION**

Supplier agrees that it shall indemnify, defend and hold harmless Purchaser, its respective officials, directors, employees and agents (collectively, the “Indemnities”), and National Purchasing Partners from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney’s fees), suffered directly or indirectly by any of the Indemnities by reason of, or arising out of, (i) any breach of any covenant, representation or warranty made by Supplier in this Agreement, (ii) any failure by Supplier to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Supplier, any subcontractor of Supplier, or any of their respective employees or agents, (iv) any failure of Supplier, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Supplier under this Agreement or Supplier’s performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products or any part thereof infringe any third party’s U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Purchaser or its officials, directors, employees, agents or contractors. In addition, Supplier shall not be liable for infringement claims related to nonstandard or special-order product, the design of which is provided to Supplier by Purchaser. The provisions of this Article shall survive the expiration or termination of this Agreement.

**LIMITATION OF LIABILITY: IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Supplier's Proposal for all Supplier and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

## **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Supplier's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Supplier for correction or replacement, or (ii) require Supplier to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Supplier fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect and sort the Products and Supplier shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Supplier of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

## **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Supplier may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

## **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Supplier agrees to comply with all Applicable Laws. Without limitation of the foregoing sentence, Supplier shall comply with all applicable equal employment opportunity, affirmative action, and all other contract clauses required by Applicable Law and shall, at Supplier's expense, secure and maintain in full force during the Term of this Agreement, any and all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Supplier shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

### **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the parties. Neither party shall in any advertising, sales materials or in any other way use any of the names or logos of the other party without the prior written approval of the other party.

11.2 Any knowledge or information which Supplier or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products covered by this Agreement shall not, unless otherwise designated by Supplier, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

### **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Supplier's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Supplier, during normal business hours, audit the books, records and accounts of Supplier to the extent that such books, records and accounts pertain to sale of any Products hereunder or otherwise relate to the performance of this Agreement by Supplier. Supplier shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. This Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination and Purchaser shall continue to have the right to audit during such period.

### **ARTICLE 13 - DELIVERY REQUIREMENTS**

TIME IS OF THE ESSENCE WITH RESPECT TO EACH PURCHASE ORDER ISSUED HEREUNDER. If Supplier for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements hereunder or under any Purchase Order, Supplier shall promptly notify Purchaser in writing. Except as otherwise provided in Article 18 below, if Supplier does not comply with the applicable delivery schedule, in addition to any other remedies it may have, Purchaser may require delivery by fastest method available and any actual out-of-pocket charges or costs resulting from such method (including, but not limited to, premium shipping rates, etc.), if any, must be fully prepaid and/or absorbed by Supplier without additional cost to Purchaser. It is Supplier's responsibility to comply with the delivery schedule applicable to each Purchase Order accepted by Supplier.

### **ARTICLE 14 - RISK OF LOSS AND PASSAGE OF TITLE**

Supplier shall have the risk of loss of or damage to any Products until passage of title to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after title has passed to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

### **ARTICLE 15 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Supplier or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Supplier and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

### **ARTICLE 16 - RELATIONSHIP OF PARTIES**

Supplier is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Supplier and Purchaser. Neither party has the power or authority to bind or commit the other.

### **ARTICLE 17 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Purchaser:  
League of Oregon Cities  
ATTN: Jennie Messmer  
1201 Court St. NE, Suite 200  
Salem, OR 97301-4194

If to Supplier:  
  
Mr. Bill Frank  
Senior Account Manager of Government Direct Sales  
John Deere Company  
Government Sales Department  
2000 John Deere Run  
Cary, NC 27513

with a copy to:

Bruce R. Busch  
Vice President, Contracting  
National Purchasing Partners, LLC

Deleted: ¶



1100 Olive Way, Suite 900  
Seattle, WA 98101

Either party may change its notice address by giving the other party written notice of such change in the manner specified above.

### **ARTICLE 18 - FORCE MAJEURE**

Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, and delays or failure in obtaining raw materials, supplies or transportation. A party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

### **ARTICLE 19 - WAIVER**

No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving party and then only to the extent expressly set forth in such writing.

### **ARTICLE 20 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, but it may not be assigned in whole or in part by Supplier without the prior written consent of Purchaser which shall not be unreasonably withheld or delayed. Supplier shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of Purchaser. Purchaser may freely assign this Agreement to an instrumentality thereof or to a third party responsible for administering this Agreement on behalf of Purchaser.

### **ARTICLE 21 - SEVERABILITY**

To the extent possible, each provision of this Agreement and any Purchase Order shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement or any Purchase Order issued in accordance with this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not

invalidate or render unenforceable the entire Agreement or Purchase Order, but rather the entire Agreement or Purchase Order shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

**ARTICLE 22 - INCORPORATION; ENTIRE AGREEMENT**

22.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Supplier's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

22.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

**ARTICLE 23 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

**ARTICLE 24 - MODIFICATIONS**

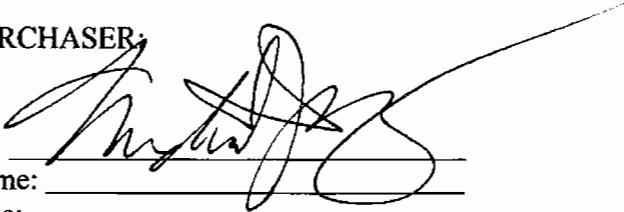
This Agreement may be modified or amended only by a writing executed by both parties hereto.

**ARTICLE 25 - GOVERNING LAW**

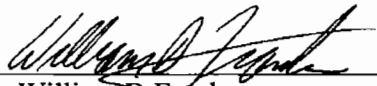
This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Purchaser exists, without regard to its choice of law provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PURCHASER:

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
LEAGUE OF OREGON CITIES

SUPPLIER:

By: 

Name: William D Frank

Title: Senior Account Manager Government Direct Sales  
JOHN DEERE COMPANY

## **ATTACHMENT A**

to Purchase Agreement dated ~~March~~ <sup>May</sup> / \_\_, 2007 by and between **SUPPLIER** and **PURCHASER**.

### **PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Supplier proposes and has used a fixed discount off a published price list based for the categories provided in Attachment A of the RFP and Supplier's Proposal (Attachment "B").

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Supplier shall not sell products and services identified on the Procurement List to Purchaser or Participating Agencies within the state of Oregon or to public institutions in other states with similar restrictions.

All prices include delivery, with the exception of Hawaii and Alaska. Hawaii and Alaska purchasers should contact Supplier for delivery cost. Supplier shall bear all risk of loss during transit.

Pricing contained in this Attachment A shall be extended to all National Purchasing Partner members upon execution of the National Purchasing Partners Intergovernmental Cooperative Purchase Agreement Participating Agency Endorsement and Authorization.

**ATTACHMENT B**

to Purchase Agreement dated ~~March~~ <sup>May</sup> /     , 2007 by and between **SUPPLIER** and **PURCHASER**.

**ADDITIONAL SELLER WARRANTIES**

To the extent possible, Supplier will make available all warranties from third party manufacturers of Products not manufactured by Supplier, as well as any warranties identified in this Agreement and Supplier's Proposal. See Attachment A of Supplier's Proposal.

## ATTACHMENT C

to Purchase Agreement dated ~~March~~<sup>May</sup> / /, 2007 by and between SUPPLIER and PURCHASER.

### PARTICIPATING AGENCIES

Purchaser served as the Lead Contracting Agency in cooperation with National Purchasing Partners and on behalf of other government agencies that desire to access the Master Price Agreement. Supplier must deal directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Purchaser is acting as "Lead Contracting Agency" for the Participating Agencies and shall not be held liable for any costs, damages, etc., incurred by any other Participating Agency.

The subsequent contract shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is required to execute a National Purchasing Partners Member Intergovernmental Cooperative Purchasing Agreement ("IGA"), all as set forth on the National Purchasing Partners web site, [www.mynpp.com](http://www.mynpp.com), under the JOHN DEERE COMPANY Contract Data Sheet. The IGA allows the Participating Agency to purchase products from the Supplier in accordance with each Participating Agency's legal requirements.

**ATTACHMENT D**

to Purchase Agreement dated ~~March~~ <sup>May</sup> / , 2007 by and between SUPPLIER and PURCHASER.

**Supplier's Proposal**

**(The Supplier's Proposal is not attached hereto.)**

**(The Supplier's Proposal is incorporated herein.)**

**ATTACHMENT E**

to Purchase Agreement dated <sup>May</sup>~~March~~ / \_\_, 2007 by and between SUPPLIER and PURCHASER.

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated herein.)**



**ATTACHMENT F**

to Purchase Agreement dated <sup>May</sup>~~March~~ / \_\_, 2007 by and between SUPPLIER and PURCHASER.

**JOHN DEERE COMPANY ADDITIONAL TERMS OF PURCHASE, IF ANY.**

# **National Purchasing Partners**

## **Member Intergovernmental Cooperative Purchasing Agreement**

This Intergovernmental Agreement (Agreement) by and between government entities and associated non-profit institutions that execute a Lead Contracting Agency Authorization ("Lead Contracting Agency(ies)") to be supplemented and made a part hereof and participating National Purchasing Partners ("NPP") government entity members ("Participating Agencies") that agree to the terms and conditions of this Agreement. All NPP Lead Contracting Agencies and Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agencies have entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP, is a subsidiary of two nonprofit health care systems, providing group purchasing marketing and administrative support for governmental entities within the membership. NPP's marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Vendor Contracts through the inclusion of the membership in Lead Contracting Agency bid Solicitation and Master Price Agreements;

WHEREAS, the Master Price Agreements provide that all members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements open to all NPP members;

NOW, THEREFORE, the parties agree as follows:

#### **ARTICLE 1: LEGAL AUTHORITY**

Each Party represents and warrants that it is eligible to participate in this Agreement because it is a local government or non-profit corporation created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

#### **ARTICLE 2: APPLICABLE LAWS**

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements, both in state law and local policy.

#### **ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT**

- a. Each party will facilitate the cooperative procurement of goods and services.
- b. The procuring party shall be responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreements and NPP.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or Price Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or Price Agreement, except as modified where otherwise

allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.

#### **ARTICLE 4: PAYMENT OBLIGATIONS**

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

#### **ARTICLE 5: COMMENCEMENT DATE**

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

#### **ARTICLE 6: TERMINATION OF AGREEMENT**

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to NPP at 1100 Olive Way, Suite 900, Seattle, Washington 98101.

#### **ARTICLE 7: ENTIRE AGREEMENT**

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 8: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF EACH "LEAD**

**CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR  
"PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS  
APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH  
PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF  
REQUIRED BY LOCAL OR STATE LAW.**

**LEAD CONTRACTING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of League of Oregon Cities (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of League of Oregon Cities and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

BY: *Kou Hildebrand*  
ITS: *EXECUTIVE DIRECTOR*

Date: *2/31/05*

Lead Contracting Agency Contact Information:

Contact Person: Jennie Messmer  
Address: P. O. Box 928  
Salem, OR 97308  
Telephone No.: 503-588-6550  
Email: jmessmer@orcities.org

**PARTICIPATING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of \_\_\_\_\_ (Participating Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of \_\_\_\_\_ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BOONE COUNTY, MISSOURI

Date: \_\_\_\_\_

BY: SEE ATTACHED

ITS: SEE ATTACHED

**Participating Agency Contact Information:**

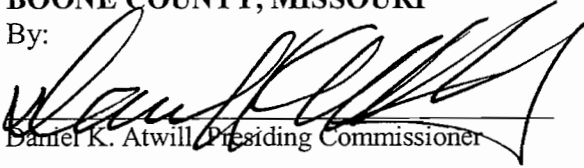
Contact Person: Melinda Bobbit, Purchasing Director  
Address: 613 E Ash St., Room #110  
Columbia MO 65201

Telephone No.: 573-886-4391

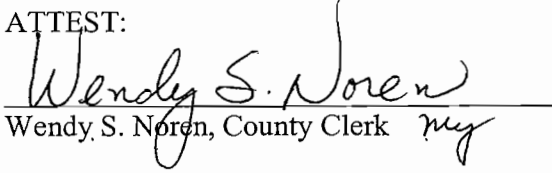
Email: MBobbit@boonecountymo.org  
ARobbins@boonecountymo.org

**BOONE COUNTY, MISSOURI**

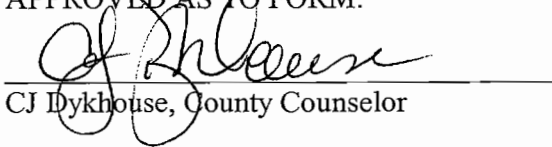
By:

  
Daniel K. Atwill, Presiding Commissioner

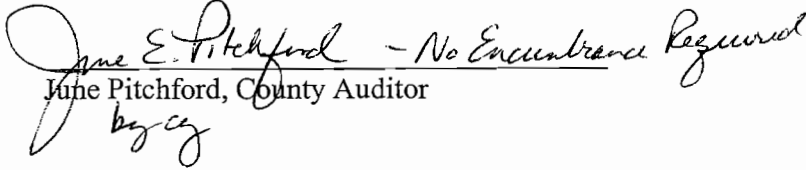
ATTEST:

  
Wendy S. Noren, County Clerk *my*

APPROVED AS TO FORM:

  
CJ Dykhouse, County Counselor

RECEIVED FOR AUDITING PURPOSES:

  
June Pitchford, County Auditor  
*by cy* - No Encumbrance Required



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of March 20 13

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


Now on this day the County Commission of the County of Boone does hereby approve the utilization of the National Purchasing Partners (NPP) Cooperative Contract NPP-VQ10118 to purchase two (2) Panther Series 10S-PTH Mid-Mount Boom Mowers from Tiger Corporation of Sioux Falls, SD.

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

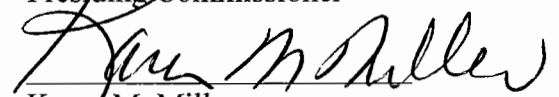
Done this 28th day of March, 2013.

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

# Boone County Purchasing

Amy Robbins  
Senior Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins  
DATE: March 4, 2013  
RE: NPP-VQ10118 – Tractor Mowers

Commission approved the Purchasing Department's request for membership in National Purchasing Partners (NPP) group purchasing organization on March 14, 2013, order #122-2013. Purchasing and Public Works request permission to utilize the National Purchasing Partners (NPP) cooperative contract number NPP-VQ10118 to purchase two (2) Panther Series 10S-PTH Mid-Mount Boom Mowers from Tiger Corporation of Sioux Falls, SD.

Total cost for <sup>Mow end</sup>tractors is \$94,949.96 and will be paid from department 2040 – Public Works Maintenance Operations, account 92300 - Replacement Machinery & Equipment.

cc: Greg Edington, PW  
Contract File

To: County Clerk's Office

Comm Order # 150-2013

Return to Auditor's Office  
Please do not remove staple

3/7/13

## PURCHASE REQUISITIC BOONE COUNTY, MISSOURI

REQUEST  
DATE

VENDOR  
NO.

Tiger Corporation  
VENDOR NAME  
**3301 North Louise Ave.**  
ADDRESS

**Sioux Falls**  
CITY

605-212-0609 Chad Johnson  
PHONE #  
**SD 57107**  
STATE ZIP

**BID DOCUMENTATION**

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

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

Not Subject To Bidding (select appropriate response below):

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

**#NPP-VQ10118 Lawn & Landscape  
Equipment**  
(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to: Boone County Public Works, 5551 Hwy. 63  
S., Columbia, MO 65201

Bill to Department # 2040 Public Works Maintenance  
Operations

Department				Account				Item Description	Qty	Unit Price	Amount
2	0	4	0	9	2	3	0 0	1SO-PTH Mid-mount Boom Mower w/Single Point Open (10S) Transport	2	\$22,576.00	\$45,152.00
2	0	4	0	9	2	3	0 0	RT50D 50" Rotary Head with Disc & Hydraulic Door	2	\$8,790.70	\$17,581.40
2	0	4	0	9	2	3	0 0	JSTK Joystick, Electro-hydraulic and Valve Kit	2	\$9,549.75	\$19,099.50
2	0	4	0	9	2	3	0 0	Installation of complete boom mower system at factory	2	\$5,036.25	\$10,072.50
2	0	4	0	9	2	3	0 0	Front Axle Stabilizer	2	\$901.00	\$1,802.00
2	0	4	0	9	2	3	0 0	Estimated Delivery	1	1232.56	1232.56
										<b>\$94,939.96</b>	

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

**Amy Robbins**

Prepared By

*[Signature]*  
Requesting Official

*[Signature]* 3/25/13

Auditor Approval

**PURCHASE AGREEMENT  
FOR  
Tractor Mower**

**THIS AGREEMENT** dated the 28<sup>th</sup> day of March 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tiger Corporation**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **two (2) Panther Series 10S-PTH Mid-Mount Boom Mower**, Tiger Corporation quotation number 1825CJ, the National Purchasing Partners (NPP) cooperative contract number **NPP-VQ10118 – Lawn and Landscape Equipment** and any amendments, NPP Lawn and Landscape Equipment Master Purchase Agreement, NPP Member Intergovernmental Cooperative Purchasing Agreement and Boone County Standard Terms and Conditions. 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, National Purchasing Partners (NPP) cooperative contract number **NPP-VQ10118** and any amendments, NPP Lawn and Landscape Equipment Master Purchase Agreement, and NPP Member Intergovernmental Cooperative Purchasing Agreement shall prevail.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with two (2) Panther Series 10S-PTH Mid-Mount Boom Mowers as follows:

Description	Qty	List Price	Discount %	Discount Amount	Contract Price	Extended Contract Price
10S-PTH Mid-mount Boom Mower w/Single Point Open (10S) Transport	2	\$26,560.00	15	\$3,984.00	\$22,576.00	\$45,152.00
RT50D 50" Rotary Head with Disc & Hydraulic Door	2	\$10,342.00	15	\$1,551.30	\$8,790.70	\$17,581.40
JSTK Joystick, Electro-hydraulic and Valve Kit	2	\$11,235.00	15	\$1,685.25	\$9,549.75	\$19,099.50
Installation of complete boom mower system at factory	2	\$ 5,925.00	15	\$ 888.75	\$5,036.25	\$10,072.50
Front Axle Stabilizer	2	\$ 1,060.00	15	\$ 159.00	\$ 901.00	\$ 1,802.00
Estimated Delivery	1	NA	NA	NA	\$1,232.56	\$ 1,232.56
<b>Total Selling Price</b>		<b>\$55,122.00</b>	<b>15</b>	<b>\$8,268.30</b>	<b>\$46,853.70</b>	<b>\$94,939.96</b>

3. **Delivery** - Vendor agrees to deliver equipment within **30-45** days after receipt of tractor. Delivery shall be to Boone County Public Works 5551 Hwy 63 South, Columbia, MO 65201.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed

150-2013

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.

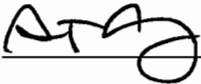
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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:

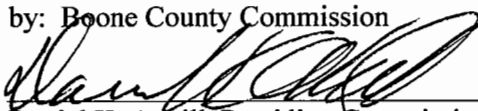
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

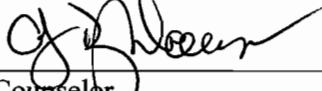
**TIGER CORPORATION**

by   
title resident

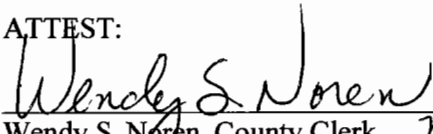
**BOONE COUNTY, MISSOURI**

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

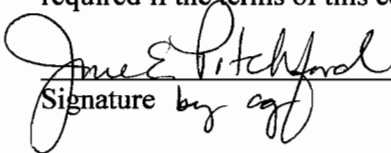
APPROVED AS TO FORM:

  
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk *my*

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 *agg*

3/25/13  
Date

2040-92300 - \$94,939.96

Appropriation Account

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

1. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. 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.
4. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
5. The delivery date shall be stated in definite terms.
6. 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.
7. 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.
8. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
9. Prices must be as stated in units of quantity specified, and must be firm.
10. 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.
11. 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.
12. 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.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
14. 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.

15. **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.

Ship to:	BOONE CO		
Bill to:	BOONE CO		
End User:	BOONE CO		
End User Contact:	GREG EDINGTON	PO#:	
Quote#:	1825CJ	Order Date:	
Dealer Contact:		Quote Date:	03/07/13
DLR Phone / Fax:		Requested ship date:	
Dealer Email:		State contract order:	NPP CONTRACT #VQ10118
<b>PANTHER SERIES</b>			



Please direct questions to:  
 Sam Popowski  
 Ph: 800-843-6849 EXT 436  
 Fax: 800-716-7620  
 spopowski@tiger-mowers.com

**HOW TO ORDER:** You must select one item from Sections 1, 2 & 3 for a complete Boom Mower.

Qty	Order Code	Description	Approx. (lbs)	List Price	Disc	Contract Price
<b>Add tractor on next line when required</b>						
1	JD6125M 4WD 16X16PWR/QD SET UP FOR TIGER MOWER CUSTOMER SUPPLIED				15%	\$
<b>SECTION 1 - Choose a Base Unit</b>						
1	10S-PTH	Mid-mount Boom Mower w/ SINGLE POINT OPEN (10S) transport system & 1700 lbs Wheel Weight	4345	\$ 26,560	15%	\$ 22,576.00
	LRS-PTH	Mid-mount Boom Mower w/ LEGAL REAR STOW (LRS) transport system & 1700 lbs Wheel Weight	4600	\$ 33,660	15%	\$ -
<b>INCLUDES:</b> Boom Arms, Mounting system, Wheel Weights, Mower Hydraulic Drive System, Stow system, Travel Safety Lock, Operator Safety Screen/Poly						
<b>SECTION 2 - Choose a Cutter Head</b>						
<b>ROTARY</b>						
1	RT50D	50" Rotary head with Disc & Hydraulic Door	815	\$ 10,342	15%	\$ 8,790.70
	RT50B	50" Rotary Head with Blade Bar & Hydraulic Door (Boom Reach = 23.8')	740	\$ 10,235	15%	\$ -
	RT60B	60" Rotary Head with Blade Bar & Hydraulic Door	830	\$ 12,020	15%	\$ -
	RT60DG	60" Rotary Head with Disc & Hydraulic Door - Grass Knives (Boom Reach = 24.2')	915	\$ 12,130	15%	\$ -
<b>FLAIL</b>						
	FL50LBG	50" Flail Head with Light Brush/Grass Knives	800	\$ 11,800	15%	\$ -
	FL50MBG	50" Flail Head with Medium Brush/Grass Knives	808	\$ 12,420	15%	\$ -
	FL50HDB	50" Flail Head with Heavy Duty Brush Knives (Boom Reach = 22.8')	815	\$ 12,450	15%	\$ -
	FL63G	63" Flail Head with Grass Knives (Boom Reach = 23.2')	855	\$ 12,132	15%	\$ -
<b>ROTARY - LRS ONLY</b>						
	RT50D-LRS	50" Rotary Head with Disc & Hydraulic Door	815	\$ 10,430	15%	\$ -
	RT50B-LRS	50" Rotary Head w/Blade Bar & Hydraulic Door (Boom Reach = 24.1' for LRS)	740	\$ 10,320	15%	\$ -
	RT60B-LRS	60" Rotary Head w/Blade Bar & Hydraulic Door	840	\$ 12,105	15%	\$ -
	RT60DG	60" Rotary Head with Disc & Hydraulic Door - Grass Knives (Boom Reach = 24.5' for LRS)	915	\$ 12,130	15%	\$ -
<b>FLAIL - LRS ONLY</b>						
	FL50LBG-LRS	50" Flail Head with Light Brush/Grass Knives	800	\$ 12,025	15%	\$ -
	FL50MBG-LRS	50" Flail Head with Medium Brush/Grass Knives	808	\$ 12,645	15%	\$ -
	FL50HDB-LRS	50" Flail Head with Heavy Duty Brush Knives (Boom Reach = 23.1' for LRS)	815	\$ 12,680	15%	\$ -
	FL63G-LRS	63" Flail Head with Grass Knives (Boom Reach = 24.0' for LRS)	855	\$ 12,245	15%	\$ -
<b>SECTION 3 - Choose a Hydraulic Controls Options</b>						
1	CBL	Cable Controls and Lift Valve Kit	78	\$ 4,465	15%	\$ -
	JSTK	Joystick, Electro-hydraulic and Valve Kit	80	\$ 11,235	15%	\$ 9,549.75
<b>SECTION 4 - Installation Charge</b>						
1	Factory Mnt	Installation of complete boom mower system at factory		\$ 5,925	15%	\$ 5,036.25
	Field Mnt	Installation of complete boom mower system by Dealer		\$ 6,075	15%	\$ -
<b>SECTION 5 - BOOM MOWER OPTIONS</b>						
		Wheel Weight - upcharge to 2550 lbs of counter balance.	850	\$ 1,755	15%	\$ -
	06744040	50" 60" Rotary Parts Kit (knives, bolts, nuts, filter, grease) <b>BRUSH</b>	36	\$ 254	15%	\$ -
	06744041	50" Rotary Parts Kit (knives, bolts, nuts, filter, grease) <b>GRASS</b>	39	\$ 262	15%	\$ -
	06744005	50" Flail Parts Kit (knives, bolts, nuts, filter, clevis, belts) <b>LBG FLAIL</b>	32	\$ 565	15%	\$ -
	06744043	50" Flail Parts Kit (knives, bolts, nuts, filter, clevis, belts) <b>MBG FLAIL</b>	58	\$ 1,060	15%	\$ -
	06744044	50" Flail Parts Kit (knives, bolts, nuts, filter, clevis, belts) <b>HDB FLAIL</b>	55	\$ 895	15%	\$ -
	06744006	63" Flail Parts Kit (knives, bolts, nuts, filter, clevis, belts) <b>GRASS</b>	44	\$ 421	15%	\$ -
	06200210	Paint, non-standard		\$ 1,205	15%	\$ -
<b>ADDITIONAL OPTIONS FROM PRICE LIST</b>						
1	FRONT AXLE STABILIZER			1060	15%	\$ 901.00
<b>Totals</b>						
						\$ 46,853.70
<b>TRACTOR INFORMATION REQUIRED:</b>						
Make/Model:	JD 6125M		Transmission	16X16 PWR/QD		
Tire size	12.4X24	Front	Cab Type	PLUS		
	18.4X34	Rear	2WD or MFWD	4WD		



# WHOLEGOODS PRICE LIST

EFFECTIVE DECEMBER 20, 2012



Innovative  
*Solutions*

**NPP Contract # VQ10118**  
**15% Discount Off List Price**



**Tiger**

Tiger Corporation, Sioux Falls, SD. 800-843-6849

[www.tigermowers.com](http://www.tigermowers.com)

# **TIGER CORPORATION**

## **PRICE LIST**

### **General Provisions of Sale on all Tiger Products:**

1. No credit will be allowed for the return of any equipment or parts for Warranty unless arrangements for such are made prior to their return. A Warranty Application Form must be used in connection with each application.
2. It is understood that the Dealer will promptly unload implements from trucks upon arrival at their place of business. Tiger Corporation must be notified within 30 days if any shortages or overages are discovered.
3. It is understood that the Dealer will promptly pick-up Will-Call orders when notified that the order is ready.
4. Machines included in this price book conform to safety standards applicable to the products at the time of manufacture and may include safety devices such as shields, guards, or operator protective devices. Under no circumstances should machines be operated without the safety devices in place.
5. This document is confidential and is for use by authorized Tiger Corporation dealership personnel & NPP membership only. It is not to be distributed for any purpose other than selling Tiger™ branded products.
6. Tiger Corporation reserves the right to make changes and /or improvements in design and construction of parts or machines shown herein without notice or obligation. Tiger Corporation guarantees each piece of equipment against defective materials and workmanship for a period of one year from date of delivery unless otherwise noted.
7. In certain situations, Tiger Corporation reserves the option to sell direct without obligation to Dealers.
8. Safety equipment may not be returned for credit.
9. The "Acknowledgement" is a confirmation of your order. All applicable blanks must be filled in, and a signature on this document is required to process this order in a timely manner.
10. All prices are F.O.B. Tiger Corporation, Sioux Falls, SD 57107. Prices are subject to change without notice, confirm the pricing date from the NPP website.
11. Purchase Orders must be addressed to Tiger Corporation and have the NPP Contract Number present: NPP CONTRACT # VQ10118

# PANTHER SERIES

(Boom Reach from 22.8' to 24.2')

**HOW TO ORDER:** You must select one item from Sections 1, 2 & 3 for a complete Boom Mower.

Order Code	Description	Approx. Weight (lbs)	List Price
<b>SECTION 1 - Choose a Base Unit</b>			
1OS-PTH	Mid-mount Boom Mower w/ SINGLE POINT OPEN (1OS)	4345	\$ 26,560
LRS-PTH	Mid-mount Boom Mower w/ LEGAL REAR STOW (LRS)	4600	\$ 33,660
<b>INCLUDES:</b> Boom Arms, Mounting system, 1700 lbs Wheel Weights, Mower Hydraulic Drive System, Stow system (1OS or LRS), Travel Safety Lock, Operator Safety Screen/Poly			
<b>SECTION 2 - Choose a Cutter Head</b>			
<b>ROTARY</b>			
RT50D	50" Rotary head with Disc & Hydraulic Door	815	\$ 10,342
RT50B	50" Rotary Head with Blade Bar & Hydraulic Door (Boom Reach ≈ 23.8')	740	\$ 10,235
RT60B	60" Rotary Head with Blade Bar & Hydraulic Door	830	\$ 12,020
RT60DG	60" Rotary Head with Disc & Hydraulic Door - Grass Knives (Boom Reach ≈ 24.2')	915	\$ 12,130
<b>FLAIL</b>			
FL50LBG	50" Flail Head with Light Brush/Grass Knives	800	\$ 11,800
FL50MBG	50" Flail Head with Medium Brush/Grass Knives	808	\$ 12,420
FL50HDB	50" Flail Head with Heavy Duty Brush Knives (Boom Reach ≈ 22.8')	815	\$ 12,450
FL63G	63" Flail Head with Grass Knives (Boom Reach ≈ 23.2')	855	\$ 12,132
<b>ROTARY - LRS ONLY</b>			
RT50D-LRS	50" Rotary Head with Disc & Hydraulic Door	815	\$ 10,430
RT50B-LRS	50" Rotary Head w/Blade Bar & Hydraulic Door (Boom Reach = 24.1' for LRS)	740	\$ 10,320
RT60B-LRS	60" Rotary Head w/Blade Bar & Hydraulic Door	840	\$ 12,105
RT60DG	60" Rotary Head with Disc & Hydraulic Door - Grass Knives (Boom Reach = 24.5' for LRS)	915	\$ 12,130
<b>FLAIL - LRS ONLY</b>			
FL50LBG-LRS	50" Flail Head with Light Brush/Grass Knives	800	\$ 12,025
FL50MBG-LRS	50" Flail Head with Medium Brush/Grass Knives	808	\$ 12,645
FL50HDB-LRS	50" Flail Head with Heavy Duty Brush Knives (Boom Reach ≈ 23.1' for LRS)	815	\$ 12,680
FL63G-LRS	63" Flail Head with Grass Knives (Boom Reach ≈ 24.0' for LRS)	855	\$ 12,245
<b>SECTION 3 - Choose a Hydraulic Controls Options</b>			
CBL	Cable Controls and Lift Valve Kit	78	\$ 4,465
JSTK	Joystick, Electro-hydraulic and Valve Kit	80	\$ 11,235
<b>SECTION 4 - Installation Charge</b>			
Factory Mnt	Installation of complete boom mower system at factory		\$ 5,925
Field Mnt	Installation of complete boom mower system by Dealer		\$ 6,075

Order Code	Description	Approx. Weight (lbs)	List Price
<b>SECTION 5 - BOOM MOWER OPTIONS</b>			
	Ditcher Head Attachment - 22" (Refer to page 33 )		
	Saw blade - 48" (Refer to page 42 )		
	Boom Sweeper Attachment - 60" - (Refer to page 43)		
	WetCut - Herbicide Application Kit - (Refer to page 44)		
	Wheel Weight - upcharge to 2550 lbs of counter balance.	850	\$ 1,755
06744040	50"/ 60" Rotary Parts Kit (knives,bolts,nuts,filter,grease) <b>BRUSH</b>	36	\$ 254
06744041	50" Rotary Parts Kit (knives,bolts,nuts,filter,grease) <b>GRASS</b>	39	\$ 262
06744005	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) <b>LBG FLAIL</b>	32	\$ 565
06744043	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) <b>MBG FLAIL</b>	58	\$ 1,060
06744044	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) <b>HDB FLAIL</b>	55	\$ 895
06744006	63" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) <b>GRASS</b>	44	\$ 421
06200210	Paint, non-standard		\$ 1,205

**Amendment to Lawn and Landscape Equipment  
Master Purchase Agreement**

**Contract Extension**

This Amendment to the Master Purchase Agreement is entered into this \_\_\_ day of March, 2011 by the LEAGUE OF OREGON CITIES ("Purchasers") and Alamo Sales Corp ("Supplier") based upon the sales and/or service of Lawn and Landscape Equipment.

**RECITALS**

WHEREAS, Purchaser and Supplier entered into a Master Purchase Agreement on or about April 30, 2007 and by this reference incorporated herein; and

WHEREAS, Article 2.5.1 and Attachment A of the Master Purchase Agreement provides for the extension of the terms of the contract to National Purchasing Partners (NPP) members; and

WHEREAS, Article 3.1 of the Master Purchase Agreement provides for the extension of the Agreement for three (3) additional periods of one (1) upon writing agreement by the parties; and

NOW, THEREFORE, Purchaser and Supplier enter into the following:

**AMENDMENT TO MASTER PURCHASE AGREEMENT**

1. **Extension of Master Purchase Agreement Term.** Article 3, Section 3.1 shall be amended in its entirety to read as follows:

- 3.1 The term of this Agreement shall commence on the date hereof and shall continue for three (3) years, expiring on April 30, 2010 (the "Original Term"), subject to any earlier termination as provided herein. Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; provided that the Lead Contracting Agency, through NPP, and/or the Proposer may opt to decline extension of the Master Purchase Agreement by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the original Master Purchase Agreement term.

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Purchase Agreement, as amended, entered into between the parties on or about April 30, 2007 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Purchase Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES:

BY:  
ITS:

Alamo Sales Corp

Date

6-14-2011

BY:  
ITS:

Date

3/30/2011

**LAWN AND LANDSCAPE EQUIPMENT**  
**MASTER PURCHASE AGREEMENT**

This Master Purchase Agreement dated as of March \_\_\_\_, 2007 is by and between the LEAGUE OF OREGON CITIES ("Purchaser") and ALAMO SALES CORP ("Supplier").

**RECITALS**

WHEREAS, the Supplier is in the business of selling certain lawn and landscape equipment products and related services, as further described herein; and

WHEREAS, the Supplier desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, the Supplier desires to extend the terms of this Master Price Agreement to members of National Purchasing Partners, LLC.

NOW, THEREFORE, Supplier and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 "Parties" shall mean the Purchaser and Supplier.

1.2 "Agreement" shall mean to this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal RFP No. 401 (herein "RFP") and Supplier's Proposal submitted in response to the RFP (herein "Supplier's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.3 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind, including, but not limited to, those relating to (i) affirmative action and equal employment opportunity, (ii) nondiscrimination based on race, color, creed, religion, sex, age, ethnic origin or existence of a disability, (iii) wages and hours, (iv) workers' compensation and unemployment insurance, (v) labor and employment conditions, (vi) occupational safety and health and (vii) the environment and the use and handling and disposal of toxic and/or hazardous substances and materials.

1.4 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Supplier's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.5 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.6 "Products" shall mean the products and/or services to be sold by Supplier hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Supplier to reflect products and/or services offered by Supplier generally to its customers.

1.7 "Purchase Order" shall mean any authorized written, electronic, telephone or fax order sent or made by Purchaser pursuant hereto, including, but not limited to, written purchase orders, requisitions sent by fax machine, and orders in such other form and/or mode of transmission as Purchaser and Supplier may from time to time agree. Each Purchase Order will specify the following items: National Purchasing Partners contract number, specific Products requested (by id number), unit price per Product, quantity, delivery schedule, destination (with contact/recipient), and total price of the Purchase Order. Each Purchase Order issued under this Agreement shall be made part of, and be incorporated into this Agreement, and shall reference this Agreement on the face of each Purchase Order. Should any Purchase Order not conform to or satisfy the terms of this Agreement, Supplier shall have five (5) business days after receipt to reject the Purchase Order. By not rejecting the Purchase Order within five (5) business days, Supplier will have accepted the Purchase Order. Acceptance by Supplier is limited to the provisions proposed by Supplier or Purchaser shall apply. In addition, the parties agree that this Agreement and accepted Purchase Orders constitute a contract for the sale of goods and/or services and satisfy all statutory and legal formalities of a contract.

1.8 "Unemployment Insurance" shall mean the contribution required of Supplier, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.9 "National Purchasing Partners" is a subsidiary of two nonprofit health care systems and provides group purchasing marketing and administrative support for governmental entities and non-profit institutions within the membership. National Purchasing Partners' membership includes participating public and non-profit entities across North America.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners that Supplier for which Supplier has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Supplier hereby agrees to sell to Purchaser such Products as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.



2.2 All Purchase Orders issued by Purchaser to Supplier for Products during the Term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Supplier, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Supplier's standard printed terms and conditions, on Supplier's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.3 Notwithstanding any other provision of this Agreement to the contrary, Purchaser shall have no obligation to order or purchase any Products hereunder and the placement of any Purchase Order shall be in the sole discretion of Purchaser. Without limiting the generality of the foregoing, the actual quantity of Products to be purchased hereunder shall be determined by Purchaser in its sole discretion. This Agreement is not exclusive. Supplier expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, products which are identical or similar to the Products described in this Agreement from any third party.

2.4 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Supplier's Proposal; and
- (iii) The RFP.

2.5 Extension of contract terms to National Purchasing Partners, LLC

2.5.1 Pursuant to Section 1.0 of the RFP, Supplier agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to other government agencies that are members of National Purchasing Partners, that have executed a National Purchasing Partners IGA as a Participating Agency, and that wish to access this Agreement in accordance with Attachment C which is attached hereto and incorporated herein by reference ("Participating Agencies"). Each Participating Agency will be exclusively responsible for and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them under and in accordance with the laws of the State in which the Participating Public Agency exists. Pursuant to 1.2A) and 3.2 of the RFP, LEAGUE OF OREGON CITIES shall not incur any liability as a result of the access and utilization of this Agreement by other NPP Participating Agencies.

2.5.2 *This Solicitation meets Oregon public contracting requirements and may not be appropriate under, or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.5.3 Supplier acknowledges execution of a Vendor Administration Fee Agreement with National Purchasing Partners, LLC, pursuant to Section 1.2C) of the RFP.

2.6 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Supplier shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon or to public institutions in other states with similar restrictions.

### **ARTICLE 3 – TERM AND TERMINATION**

3.1 The term of this Agreement shall commence on the date hereof and shall continue for three (3) years, expiring on March \_\_\_\_, 2010 (the "Original Term"), subject to any earlier termination as provided herein. Notwithstanding the foregoing, Purchaser may extend the term of this Agreement for three (3) additional periods of one (1) year each (each, an "Extension Term") by giving Supplier written notice no less than thirty (30) days prior to the expiration of the Original Term or preceding Extension Term. (The Original Term together with all Extension Terms is hereafter referred to as the "Term.")

3.2 Either party may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

### **ARTICLE 4 – PRICING, INVOICES, AND PAYMENT**

4.1 Purchaser shall pay Supplier for all Products ordered and delivered in compliance with the terms and conditions of this Agreement on the terms and at the price or prices specified for each such Product on Attachment A. Unless Attachment A or Supplier's Proposal expressly provides otherwise, the prices for Products set forth on Attachment A hereto shall remain fixed during the entire Term of the Agreement and shall not be increased as a result of the quantity of Products ordered, the delivery time within which such Products are required to be delivered to Purchaser or for any other reason. Unless otherwise directed by Purchaser for expedited orders, Supplier shall utilize such common carrier for the delivery of Products as Supplier may select; provided, however, that for expedited orders Supplier shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Supplier for its own account or for the account of any other similarly situated customer of Supplier.

4.2 Supplier shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement and such reasonable requirements as may be prescribed by Purchaser from time to time. Invoices shall be addressed as directed by Purchaser.

4.3 Unless Attachment A or Supplier's Proposal (Attachment D) expressly provides otherwise, the prices specified on Attachment A include (i) all taxes and duties of any kind which Supplier is required to pay with respect to the sale of Products covered by this Agreement and (ii) all charges for packing, packaging and loading.

4.4 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs, except as otherwise provided on Attachment A or Supplier's Proposal, all purchases hereunder shall be F.O.B. Purchaser's Destination.

4.5 Except as specifically set forth on Attachment A or Supplier's Proposal, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Supplier in connection with the provision of the Products, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses"). To the extent that Attachment A expressly requires Purchaser to reimburse Supplier for Incidental Expenses, and notwithstanding anything else set forth in this Agreement, including Attachment A, Purchaser shall not be responsible for any such reimbursement unless the expenses to be reimbursed are (i) approved, in each instance, in advance by Purchaser; and (ii) substantiated by appropriate receipts and related documentation. It is acknowledged and agreed that Purchaser may, as a condition of its approval of any such Incidental Expense reimbursement, require in each instance Supplier to utilize suppliers or service providers prescribed by Purchaser, which may include suppliers or service providers which are affiliated with Purchaser.

4.6 Supplier represents, warrants and covenants that the prices, charges and fees for Products set forth in this Agreement are at least favorable as the prices, charges and fees Supplier charges to other of its customers or clients for the same or substantially similar products provided under the same or substantially similar circumstances, terms, and conditions.

#### **ARTICLE 5 – INSURANCE**

During the term of this Agreement, Supplier shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in the states where Products are to be sold hereunder.

#### **ARTICLE 6 – INDEMNIFICATION**

Supplier agrees that it shall indemnify, defend and hold harmless Purchaser, its respective officials, directors, employees and agents (collectively, the "Indemnities"), and National

Purchasing Partners from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnities by reason of, or arising out of, (i) any breach of any covenant, representation or warranty made by Supplier in this Agreement, (ii) any failure by Supplier to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Supplier, any subcontractor of Supplier, or any of their respective employees or agents, (iv) any failure of Supplier, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Supplier under this Agreement or Supplier's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Purchaser or its officials, directors, employees, agents or contractors. In addition, Supplier shall not be liable for infringement claims related to nonstandard or special-order product, the design of which is provided to Supplier by Purchaser. The provisions of this Article shall survive the expiration or termination of this Agreement.

LIMITATION OF LIABILITY: IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Supplier's Proposal for all Supplier and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

#### **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Supplier's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Supplier for correction or replacement, or (ii) require Supplier to inspect the Products and remove or replace damaged, non-conforming or defective Products with

conforming Products. If Purchaser elects option (ii) in the preceding sentence and Supplier fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect and sort the Products and Supplier shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Supplier of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

### **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Supplier may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

### **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Supplier agrees to comply with all Applicable Laws. Without limitation of the foregoing sentence, Supplier shall comply with all applicable equal employment opportunity, affirmative action, and all other contract clauses required by Applicable Law and shall, at Supplier's expense, secure and maintain in full force during the Term of this Agreement, any and all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Supplier shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

### **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the parties. Neither party shall in any advertising, sales materials or in any other way use any of the names or logos of the other party without the prior written approval of the other party.

11.2 Any knowledge or information which Supplier or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products covered by this Agreement shall not, unless otherwise designated by Supplier, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

### **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Supplier's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Supplier, during normal business hours, audit the books, records and accounts of Supplier to the extent that such books, records and accounts pertain to sale of any Products hereunder or otherwise relate to the performance of this Agreement by Supplier. Supplier shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. This Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination and Purchaser shall continue to have the right to audit during such period.

### **ARTICLE 13 - DELIVERY REQUIREMENTS**

TIME IS OF THE ESSENCE WITH RESPECT TO EACH PURCHASE ORDER ISSUED HEREUNDER. If Supplier for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements hereunder or under any Purchase Order, Supplier shall promptly notify Purchaser in writing. Except as otherwise provided in Article 18 below, if Supplier does not comply with the applicable delivery schedule, in addition to any other remedies it may have, Purchaser may require delivery by fastest method available and any actual out-of-pocket charges or costs resulting from such method (including, but not limited to, premium shipping rates, etc.), if any, must be fully prepaid and/or absorbed by Supplier without additional cost to Purchaser. It is Supplier's responsibility to comply with the delivery schedule applicable to each Purchase Order accepted by Supplier.

### **ARTICLE 14 - RISK OF LOSS AND PASSAGE OF TITLE**

Supplier shall have the risk of loss of or damage to any Products until passage of title to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after title has passed to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

### **ARTICLE 15 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Supplier or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Supplier and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

### **ARTICLE 16 - RELATIONSHIP OF PARTIES**

Supplier is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Supplier and Purchaser. Neither party has the power or authority to bind or commit the other.

### **ARTICLE 17 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Purchaser:

League of Oregon Cities  
ATTN: Jennie Messmer  
1201 Court St. NE, Suite 200  
Salem, OR 97301-4194

If to Supplier:

Jamie Wagner  
Alamo Industrial  
1502 E. Walnut St.  
Seguin, TX 78155

with a copy to:

Bruce R. Busch  
Vice President, Contracting  
National Purchasing Partners, LLC  
1100 Olive Way, Suite 900  
Seattle, WA 98101

Either party may change its notice address by giving the other party written notice of such change in the manner specified above.

#### **ARTICLE 18 - FORCE MAJEURE**

Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, and delays or failure in obtaining raw materials, supplies or transportation. A party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

## **ARTICLE 19 - WAIVER**

No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving party and then only to the extent expressly set forth in such writing.

## **ARTICLE 20 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, but it may not be assigned in whole or in part by Supplier without the prior written consent of Purchaser which shall not be unreasonably withheld or delayed. Supplier shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of Purchaser. Purchaser may freely assign this Agreement to an instrumentality thereof or to a third party responsible for administering this Agreement on behalf of Purchaser.

## **ARTICLE 21 - SEVERABILITY**

To the extent possible, each provision of this Agreement and any Purchase Order shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement or any Purchase Order issued in accordance with this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement or Purchase Order, but rather the entire Agreement or Purchase Order shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

## **ARTICLE 22 - INCORPORATION; ENTIRE AGREEMENT**

22.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Supplier's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

22.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

Formatted: Bullets and Numbering



**ARTICLE 23 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

**ARTICLE 24 - MODIFICATIONS**

This Agreement may be modified or amended only by a writing executed by both parties hereto.

**ARTICLE 25 - GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Purchaser exists, without regard to its choice of law provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PURCHASER:

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LEAGUE OF OREGON CITIES

SUPPLIER:

Alamo Sales Corp

By: 

Ian Burden, Vice-President

## **ATTACHMENT A**

**to Purchase Agreement dated March \_\_\_\_\_, 2007 by and between SUPPLIER and PURCHASER.**

### **PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Supplier proposes and has used a discount based upon the category of Wide Area Mowers & Accessories and provided in Attachment A of the RFP and Supplier's Proposal (Attachment "A"). Pricing for non-standard, special-order products shall be negotiated by the parties.

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Supplier shall not sell products and services identified on the Procurement List to Purchaser or Participating Agencies within the state of Oregon or to public institutions in other states with similar restrictions.

All prices do not include delivery. Supplier shall bear all risk of loss during transit.

Pricing contained in this Attachment A shall be extended to all National Purchasing Partner members upon execution of the National Purchasing Partners Intergovernmental Cooperative Purchase Agreement Participating Agency Endorsement and Authorization.

## **ATTACHMENT B**

**to Purchase Agreement dated March \_\_\_\_, 2007 by and between SUPPLIER and PURCHASER.**

### **ADDITIONAL SELLER WARRANTIES**

To the extent possible, Supplier will make available all warranties from third party manufacturers of Products not manufactured by Supplier, as well as any warranties identified in this Agreement and Supplier's Proposal. See Attachment A of Supplier's Proposal.

## ATTACHMENT C

to Purchase Agreement dated March \_\_\_\_\_, 2007 by and between SUPPLIER and PURCHASER.

### PARTICIPATING AGENCIES

Purchaser served as the Lead Contracting Agency in cooperation with National Purchasing Partners and on behalf of other government agencies that desire to access the Master Price Agreement. Supplier must deal directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Purchaser is acting as "Lead Contracting Agency" for the Participating Agencies and shall not be held liable for any costs, damages, etc., incurred by any other Participating Agency.

The subsequent contract shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is required to execute a National Purchasing Partners Member Intergovernmental Cooperative Purchasing Agreement ("IGA"), all as set forth on the National Purchasing Partners web site, [www.mynpp.com](http://www.mynpp.com), under the ALAMO INDUSTRIAL Contract Data Sheet. The IGA allows the Participating Agency to purchase products from the Supplier in accordance with each Participating Agency's legal requirements.

**ATTACHMENT D**

to Purchase Agreement dated March \_\_\_\_, 2007 by and between SUPPLIER and PURCHASER.

**Supplier's Proposal**

**(The Supplier's Proposal is not attached hereto.)**

**(The Supplier's Proposal is incorporated herein.)**

**ATTACHMENT E**

to Purchase Agreement dated March \_\_\_\_, 2007 by and between **SUPPLIER** and **PURCHASER**.

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated herein.)**

**ATTACHMENT F**

to Purchase Agreement dated March \_\_\_\_, 2007 by and between SUPPLIER and PURCHASER.

ALAMO INDUSTRIAL ADDITIONAL TERMS OF PURCHASE, IF ANY.

# Search Results

**Current Search Terms: Tiger\* corporation\***

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.732.20130222-1427

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





# **National Purchasing Partners**

## **Member Intergovernmental Cooperative Purchasing Agreement**

This Intergovernmental Agreement (Agreement) by and between government entities and associated non-profit institutions that execute a Lead Contracting Agency Authorization ("Lead Contracting Agency(ies)") to be supplemented and made a part hereof and participating National Purchasing Partners ("NPP") government entity members ("Participating Agencies") that agree to the terms and conditions of this Agreement. All NPP Lead Contracting Agencies and Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agencies have entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP, is a subsidiary of two nonprofit health care systems, providing group purchasing marketing and administrative support for governmental entities within the membership. NPP's marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Vendor Contracts through the inclusion of the membership in Lead Contracting Agency bid Solicitation and Master Price Agreements;

WHEREAS, the Master Price Agreements provide that all members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements open to all NPP members;

NOW, THEREFORE, the parties agree as follows:

#### **ARTICLE 1: LEGAL AUTHORITY**

Each Party represents and warrants that it is eligible to participate in this Agreement because it is a local government or non-profit corporation created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

#### **ARTICLE 2: APPLICABLE LAWS**

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements, both in state law and local policy.

#### **ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT**

- a. Each party will facilitate the cooperative procurement of goods and services.
- b. The procuring party shall be responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreements and NPP.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or Price Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or Price Agreement, except as modified where otherwise

allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.

#### **ARTICLE 4: PAYMENT OBLIGATIONS**

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

#### **ARTICLE 5: COMMENCEMENT DATE**

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

#### **ARTICLE 6: TERMINATION OF AGREEMENT**

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to NPP at 1100 Olive Way, Suite 900, Seattle, Washington 98101.

#### **ARTICLE 7: ENTIRE AGREEMENT**

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 8: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF EACH "LEAD**

**CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR  
"PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS  
APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH  
PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF  
REQUIRED BY LOCAL OR STATE LAW.**

**LEAD CONTRACTING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of League of Oregon Cities (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of League of Oregon Cities and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

BY: *Ken Hubert*  
ITS: *EXECUTIVE DIRECTOR*

Date: *2/3/05*

Lead Contracting Agency Contact Information:

Contact Person: Jennie Messmer  
Address: P. O. Box 928  
Salem, OR 97308  
Telephone No.: 503-588-6550  
Email: jmessmer@orcities.org

**PARTICIPATING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of \_\_\_\_\_ (Participating Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of \_\_\_\_\_ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BEONE COUNTY, MISSOURI

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
ITS: SEE ATTACHED

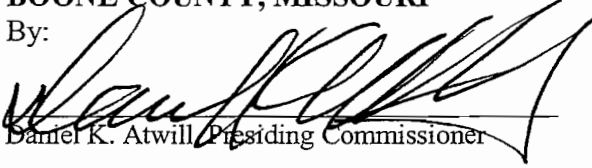
**Participating Agency Contact Information:**

Contact Person: Melinda Bobbit, Purchasing Director  
Address: 613 E Ash St., Room #110  
Columbia MO 65201

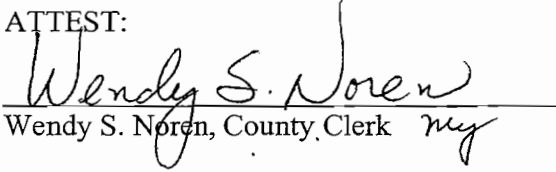
Telephone No.: 573-886-4391  
Email: MBobbit@beonecountymo.org ;  
ARobbins@beonecountymo.org

**BOONE COUNTY, MISSOURI**

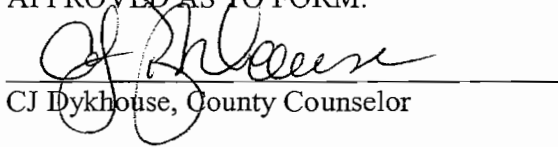
By:

  
Daniel K. Atwill, Presiding Commissioner

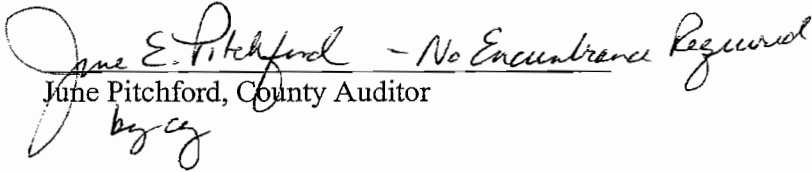
ATTEST:

  
Wendy S. Noren, County Clerk *my*

APPROVED AS TO FORM:

  
CJ Dykhouse, County Counselor

RECEIVED FOR AUDITING PURPOSES:

 - No Encumbrance Required  
June Pitchford, County Auditor  
*by cy*

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of March 20 13

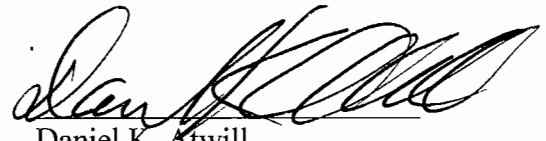
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 52-20NOV12 – On-line Computer Legal Research Services for the Boone County Legal Department to West Publishing Corporation. The terms of this agreement are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

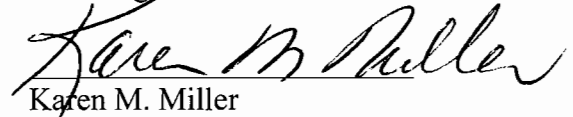
Done this 28th day of March, 2013.

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



# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



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  
DATE: March 21, 2013  
RE: RFP Award Recommendation: 1<sup>st</sup> Reading: 52-20NOV12 – On-Line  
Computer Legal Research Services for Boone County Legal Department

Request for Proposal 52-20NOV12 – *On-Line Computer Legal Research Services* closed on November 20, 2012. Two proposal responses were received.

The evaluation committee consisted of the following:

Bonnie Adkins, Office Administrator, Prosecuting Attorney  
CJ Dykhouse, Legal Counsel  
Tracy Gonzalez, First Assistant Prosecuting Attorney  
Stephanie Morrell, Assistant Prosecuting Attorney I  
Cassandra Rogers, Assistant Prosecuting Attorney I  
Keith Hoskins, Corrections Captain, Sheriff

The evaluation committee recommends award for the Prosecuting Attorney's office to LexisNexis, a division of Reed Elsevier Inc. and award for Legal to West Publishing Corporation. The contracts with LexisNexis for the Prosecuting Attorney have already been approved, Commission Order 96-2013.

Cost of contract for Legal is \$667.00 per month, April 1, 2013 – December 31, 2013 (\$6,003.00) and will be paid from department 1126 – County Counselor Office, account 22500 Subscriptions / Publications. \$6,627 was budgeted.

ATT: Evaluation Report

cc: Proposal File / CJ Dykhouse

## Evaluation Report for Request for Proposal

### 52-20NOV12 – On-Line Computer Legal and General Research Services

#### OFFEROR #1: LexisNexis

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

It has been determined that LexisNexis has submitted a **non-responsive** proposal.

#### Method of Performance

##### Strengths:

- Support staff such as paralegals, interns, legal secretaries and other administrative staff receive access at no additional charge (page 14). (Need staff at Jail incorporated into this list).
- On-site training (one-on-one or group training) provided at no additional charge. Webinar and e-learning courses also offered. (pg. 20)
- 24 x 7 customer support by 800 number, technical, legal and operations (pg. 21).
- Can be accessed from any where there is open web. With the licensing, it is user specific rather than terminal specific.
- They offer Shepherd's Graphical (pg. 9).
- \$180/user/year for public access (pg. 27).

##### Concerns:

- Statement on front of their proposal states data shall not be disclosed....Our file becomes part of public record at time of contract execution. This violates paragraph 1.1.d. of our RFP.
  - Lexis acknowledged that their proposal response would become part of public record in their BAFO response.
- Pricing only firm through 12/24/12. This violates paragraph 5.1.6. of our RFP that requires pricing to be firm for 90 days.
  - Lexis acknowledged their pricing was firm through 1/30/13 in their BAFO response.
- Wonder why they put on page 14 "With exception of the Boone County Jail" regarding cooperative purchasing? By law, we have to give legal resources to our inmates. So if an inmate has a request, Keith pulls the specific legal document requested and provides a photocopy to the inmate. Someone with the Sheriff Department, employee of the County, needs to be able to do individual searched. The inmate does not have access to the system.
  - Lexis agreed per their BAFO response that the Boone County Jail staff person would be included as part of administrative staff at no additional charge.
- Pg. 20..."On-site trainers will tailor their sessions to the specific needs of the County including **Alabama specific case law**. Do they mean **Missouri**?
  - Lexis stated in their BAFO response that training will be tailored to Missouri specific case law.

- Vendor included three agreements that would be used. The terms would need to be reviewed by C.J. (Contractual Matters). i.e. limitation of liability, governed by the laws of New York
- Pricing does not appear to be firm for a year as the agreement says either party may terminate the agreement 10 days after receipt of written notice of termination. They can also change pricing with a 30 day notice.
- What substitutes for Missouri Practice and what substitutes for Keycite System?
  - Per their BAFO response, the Missouri Bar CLE Deskbooks substitute for Missouri Practice. LexisNexis Shepard's is the case validation tool that most closely aligns to keyCite.
- Must purchase Lexis for Microsoft. \$204/user/year (pg. 27). If accessing from home, are you losing that functionality?
  - Per the presentation, Wendell Coonce stated that Lexis for Microsoft could be installed on their home computer since they had already purchased the license.
- When you go outside of plan, will it be blocked? Or will User be otherwise notified that we are going outside of plan. (Pg. 29).
  - Per the demonstration, we were able to see that you are notified "out of Plan" and the cost to purchase is displayed.
- (Note – have IT look over their computer requirements for Lexus to make sure we don't have to buy anything else to support it). Exhibit A. Microsoft Office Addendum. Page 16.
- Following the presentation, Boone County Legal believes that West Law may be the best fit for his office and the Prosecuting Attorney believes that LexisNexis may be the best fit for their office. We are going to issue a second BAFO to determine the pricing for 13 attorneys for Lexis Nexis and Boone County Legal needs pricing for two attorneys and three support personnel at various locations with web based access.

**Experience/Expertise of Offeror**

**Strengths:**

- In business since 1973 (pg. 23)
- Customers include thousands of state and local government agencies (pg. 23)

**Concerns:**

- None identified

- **OFFEROR #2: Westlaw**

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

\_\_\_\_\_ It has been determined that **Westlaw** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- System is open 24x7x365 -- not shut down for maintenance.
- Price is for up to 15 attorneys and 15 non-attorneys (page 26).
- On-site training (group training) provided at no additional charge. Web based training offered. (pg.23)
- 24 x 7 technical support by 800 number (pg. 24).
- Offers Missouri Practice
- Offers Keycite

**Concerns:**

- Clarify that we can access wherever there is internet -- user specific, not terminal specific.
- West will only support Classic "as long as it's in operation". A concern that if we enter into a three year contract, it will not be supported for all three years.
- Confidentiality statement on front cover. Our file becomes part of public record at time of contract execution. This violates paragraph 1.1.d. of our RFP.
  - West acknowledged in their BAFO response that they understand their submittals will be part of public record.
- Proposal pricing only firm for 30 days (pg. 14). Then page 31 says pricing is firm for 60 days. This violates paragraph 5.1.6. of our RFP that requires pricing to be firm for 90 days.
  - West stated in BAFO response their pricing is firm through January 30, 2013.
- Vendor included agreements that would be used. The terms would need to be reviewed by C.J. i.e. limitation of liability,
- Can be accessed from anywhere there is web or just from office?
  - Per their BAFO response, Westlaw can be accessed from any computer with a working internet connection.
- Public Records pricing is a concern. \$238 x 5 users x 12 months for public access. Biggest concern is the price proposal of this Offeror.
  - Per their BAFO response, it's \$1,157 per month for up to 30 users.
- Is pricing firm for 4 years as proposed in proposal response?
  - West's BAFO response agreed to firm pricing for the initial contract period and provided firm pricing for each renewal term.
- What can they do for us for allow access for jail personnel? (pg. 14). Page 30 states something different. Clarify that it is 15 attorneys and 15 non-attorneys (staff).
  - West stated in their BAFO response that the Jail has a separate agreement with West that provides access to a different content set.
  - According to Captain Hoskins, this agreement is expired and we still need to negotiate that they be a part of the agreement awarded from this contract.

- Can Users continue to access traditional Westlaw or will we be forced to use Westlaw Next?
    - Yes, per their BAFO response.
  - Following the presentation, Boone County Legal believes that West Law may be the best fit for his office and the Prosecuting Attorney believes that LexisNexis may be the best fit for their office. We are going to issue a second BAFO to determine the pricing for 13 attorneys for Lexis Nexis and Boone County Legal needs pricing for two attorneys and three support personnel at various locations with web based access.
- Following evaluation of BAFO #2, the County has the following questions for BAFO #3:
- The Boone County Legal office's received a quote in April 2012 for \$552.30. Why is West proposing in BAFO #2 a rate of \$614.60 per month?
  - Is Results Plus included in BAFO #2?

**Experience/Expertise of Offeror**

**Strengths:**

- Provided references from other Counties.
- Providing legal information for 135 years (page 3).

**Concerns:**

**Committee Review Summary:**

The Evaluation Committee initially met on December 6, 2012 to begin their review of the two proposal responses received. Following this meeting, a demonstration was scheduled with both offerors for January 3, 2013. Following the presentation, Boone County Legal believed that West Law was the best fit for his office due to their offering of Missouri Practice and the Prosecuting Attorney believed that LexisNexis was the best fit for their office due to ease of use and competitive pricing. We issued a second BAFO to LexisNexis for pricing for 13 attorneys in the Prosecuting Attorney's office and a second BAFO to West for the Boone County Legal Department for two attorneys and three support personnel at various locations with web based access.

The Evaluation Committee met again on January 23, 2013. The Prosecuting Attorney recommends award to LexisNexis for the Enhanced Content for (13) Users with (5) Smart Links Reports and (13) Lexis for Microsoft.

The County Attorney requested to move forward with negotiations with West. BAFO #3 was sent to West. The County Attorney & Sheriff recommend award to West Publishing Corporation.

**EVALUATION REPORT FORM**  
**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**

REQUEST FOR PROPOSAL NUMBER - 52-20NOV12 - On-line Computer Legal and General Research Services  
 Melinda Bobbit, CPPB

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
LexisNexis, a division of Reed Elsevier Inc.	30	20	50	50	100
West Publishing Corporation	20	20	40	42	82

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

**Evaluator's Signatures**                      **Date**

Cl Dykhouse  
*[Signature]*

Bonnie Adkins  
*[Signature]*

Stephanie Morrell  
*[Signature]*

**Evaluator's Signatures**                      **Date**

Keith Hoskins  
*[Signature]*

Cassandra Rogers  
*[Signature]*                      12/12/13

**EVALUATION REPORT FORM**  
**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**

REQUEST FOR PROPOSAL NUMBER - 52-20NQV12 - On-line Computer Legal and General Research Services  
 Melinda Bobbitt, CPPB

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
LexisNexis, a division of Reed Elsevier Inc.	15	15	30	50	80.0
West Publishing Corporation	29	20	49	42	91.0

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

**Evaluator's Signatures**  
 CJ Dykhouse   
 Date 1/31/2013

**Evaluator's Signatures**  
 Keith Hoskins  
 Date

Bonnie Adkins

Cassandra Rogers

Stephanie Morrell



**EVALUATION REPORT FORM**  
**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**

REQUEST FOR PROPOSAL NUMBER - 52-20NOV12 - On-line Computer Legal and General Research Services  
Melinda Bobbitt, CPPB

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
LexisNexis, a division of Reed Elsevier Inc.	25	15		50	80.0
West Publishing Corporation	30	20		42	92.0

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

<u>Evaluator's Signatures</u>	<u>Date</u>
 Keith Hoskins	2/1/13

Bonnie Adkins  
Cassandra Rogers

Stephanie Morrell



# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

3/18/13

REQUEST DATE

1039

VENDOR NO.

West

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

### BID DOCUMENTATION

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

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

#### Not Subject To Bidding (select appropriate response below):

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

**#52-20NOV12**

(Enter Applicable Bid / Sole Source / Emergency Number)

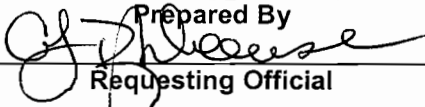
Ship to Department # 1126

Bill to Department # 1126

Department				Account				Item Description	Qty	Unit Price	Amount
1	1	2	6	2	2	5	0 0	Westlaw Next and Westlaw Classic for up to 6 authorized agency users (2 attorneys and 4 support personnel)	9	667.00	6003.00
								For the period April 1, 2013 – December 31, 2013			
											<b>\$6003.00</b>

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

**Melinda Bobbitt**

Prepared By  
  
Requesting Official

Auditor Approval

**PURCHASE AGREEMENT FOR  
On-Line Computer Legal and General Research Services  
For the Boone County Legal Department - Term and Supply**

**THIS AGREEMENT** dated the 28<sup>th</sup> day of March 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **West Publishing Corporation d/b/a West, A Thomson Reuters business** 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 **On-Line Computer Legal and General Research Services** in compliance with Request for Proposal number **52-20NOV12**, Work Authorization Certification, Clarification/Best & Final Offer #1, #2, #3 and #4, the Contractor's proposal response dated November 20, 2012, Best and Final Offer Response #1 dated January 2, 2013, Best and Final Offer Response #2 dated January 11, 2013, Best and Final Offer Response #3 dated January 29, 2013, and Best and Final Offer Response #4 dated February 20, 2013, all executed by Eric Chalmers on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office contract file for this Request for Proposal if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Proposal with the County's Standard Terms and Conditions shall prevail and control over the Contractor's proposal response(s).

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to provide on-line computer legal and general research services for the **Boone County Legal office** as follows:

Content: Missouri State Resources  
Missouri Federal Resources  
Missouri Practice Series  
ResultsPlus

Research Platform: WestlawNext and Westlaw Classic

User Limit: Up to six (6) Authorized Agency Users (includes two (2) attorneys and four (4) support personnel users at various work locations in the County.

Usage Limit: Unlimited Simultaneous Usage

**Fixed Monthly Charge:**

\$667.00 per month	Year 1: March 1, 2013 through February 28, 2014
\$693.68 per month	Year 2: March 1, 2014 through February 28, 2015
\$721.43 per month	Year 3: March 1, 2015 through February 29, 2016
\$750.28 per month	Year 4: March 1, 2016 through February 28, 2017
\$780.30 per month	Year 5: March 1, 2017 through February 28, 2018

3. **Contract Duration** - This agreement shall be for the period **March 1, 2013 through February 29, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Legal Department and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt. Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

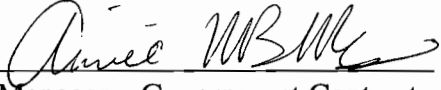
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

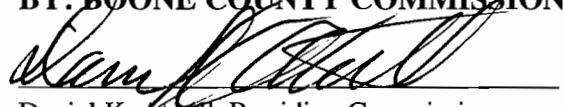
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year, or
- d. County may terminate this agreement with West at the time Westlaw Classic services cease to exist, provided the County provides West with thirty (30) days notice of intent to cancel the agreement.

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


**WEST PUBLISHING CORPORATION  
D/B/A WEST, A THOMSON REUTERS BUSINESS**

by   
title Manager—Government Contracts

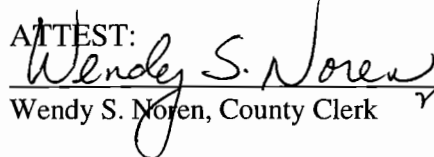
**BOONE COUNTY, MISSOURI  
BY: BOONE COUNTY COMMISSION**

  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

  
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk *my*

**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.)

1126 / 22500 / \$6,670.00

Signature

Date

Appropriation Accounts

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. 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.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of March 20 13  
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the attached ABC Laboratories Chapter 100 Compliance Report, Exhibit C.

Done this 28th day of March, 2013

ATTEST:

Wendy S. Noren  
Wendy S. Noren *WJ*  
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

**EXHIBIT C**  
**PROJECT EQUIPMENT**

No Chapter 100 bond proceeds were used for machinery, equipment and parts or other personal property.

ANALYTICAL BIO-CHEMISTRY LABORATORIES, INC.

March 14, 2013



**Mike Yaquinto - Fwd: Chapter 100 compliance**

---

**From:** WENDY NOREN <wsnoren@gmail.com>  
**To:** Karen Miller <kmiller@boonecountymo.org>, DAN ATWILL <datwill@boonecount...>  
**Date:** 3/14/2013 9:24 AM  
**Subject:** Fwd: Chapter 100 compliance  
**CC:** Mike Yaquinto <myaquinto@boonecountymo.org>  
**Attachments:** 20130314091849884.pdf

---

Mike - can you put this on the agenda for the commission to accept. Karen - is this sufficient? I was thinking you needed some kind of jobs report along with this. Thanks Wendy

----- Forwarded message -----

**From:** Nancy Adrian <adriann@abclabs.com>  
**Date:** Thu, Mar 14, 2013 at 9:19 AM  
**Subject:** Chapter 100 compliance  
**To:** clerk@boonecountymo.org, Wendy Noren <wsnoren@gmail.com>  
**Cc:** "Deanna Wilson (deanna.wilson@umb.com)" <deanna.wilson@umb.com>

Attached is Exhibit C required to be filed on or before April 1 of each year.

Regards,

***Nancy Adrian***

Director of Accounting/Corporate Controller

ABC Laboratories, Inc.

573 777-6045

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

March Session of the January Adjourned

Term. 2013

In the County Commission of said county, on the 28th day of March 2013

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to purchase a 27" Widescreen Business monitor for Engineering use in the Resource Management Department.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2045	91302	PW-Design & Construction	Computer Software	409	
2045	92301	PW-Design & Construction	Replacing Computer Hardware		409

Done this 28th day of February, 2013.

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, MISSOURI**  
**REQUEST FOR BUDGET REVISION**  
**RECEIVED**

To: County Clerk's Office  
**Comm Order # 153-2013**  
 Return to Auditor's Office  
 Please do not remove staple.

3/14/13  
EFFECTIVE DATE

**MAR 19 2013**

**FOR AUDITORS USE**

BOONE COUNTY AUDITOR

(Use whole \$ amounts)  
 Transfer From    Transfer To  
 Decrease        Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2045	91302	PW-Design & Construction	Computer Software	409	
2045	92301	PW-Design & Construction	Replc Computer Hdwr		409
				<b>409</b>	<b>409</b>

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

There was computer software requested and approved in the FY2013 budget to go with the new data collector for the surveyor. This software is not needed in this fiscal year, it will only be required with the purchase of additional equipment. We are requesting this transfer so we can replace asset tag #15083, a 17" monitor purchased in 2005 with a 27" LED Widescreen Business monitor to reduce eye strain for the engineer that uses this computer. Price is based on what we paid for like item earlier this year.

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? (YES or NO)  
 If not, please explain (use an attachment if necessary):

*[Signature]*  
 Requesting Official

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

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments:

*eg* *Aguda*

*[Signature]* Auditor's Office  
*[Signature]* *Absent*  
 PRESIDING COMMISSIONER      DISTRICT I COMMISSIONER      DISTRICT II COMMISSIONER

**Trudy Fisher - Newegg.com - Order Confirmation**

**From:** Newegg <info@newegg.com>  
**To:** <tfisher@boonecountymo.org>  
**Date:** 2/6/2013 9:54 AM  
**Subject:** Newegg.com - Order Confirmation

<input checked="" type="checkbox"/> Newegg logo		<input checked="" type="checkbox"/> <a href="#">My Account</a>		<input checked="" type="checkbox"/> <a href="#">Customer Services</a>	
<input checked="" type="checkbox"/> <a href="#">Twitter</a>		<input checked="" type="checkbox"/> <a href="#">You Tube</a>		<input checked="" type="checkbox"/> <a href="#">Facebook</a>	
<input checked="" type="checkbox"/> <a href="#">Myspace</a>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/> Comp Hardw	<input checked="" type="checkbox"/> PCs & L	<input checked="" type="checkbox"/> Electronic	<input checked="" type="checkbox"/> Hon The	<input checked="" type="checkbox"/> Camc	<input checked="" type="checkbox"/> Softwr
<input checked="" type="checkbox"/> Ga	<input checked="" type="checkbox"/> Ce Ph	<input checked="" type="checkbox"/> Home & Outd	<input checked="" type="checkbox"/> Oi	<input checked="" type="checkbox"/> Marketpl	<input checked="" type="checkbox"/> M

**Customer ID:** tfisher@boonecountymo.org  
**Account Number:** 11812428

Dear Trudy Fisher,

Thank you for shopping at Newegg.com!

We're delighted we had what you were looking for!

Your order should be processed and ready to be shipped within 1-2 business days. In some cases, we will also contact your bank for further verification. To prevent delays, please ensure that your billing address and phone number match with the information your card issuer has on file; Newegg takes these measures to protect our customers from debit/credit card fraud and identity theft. \* Below is your order confirmation. Please keep a copy for your records.

[Check your order status.](#)

### Order Summary

**Sales Order Number:** 159161135

Sales Order Date: 2/6/2013 7:53:36 AM

Shipping Method: Newegg 3Day

1 x **(\$399.99)** SAMSUNG 650 Series S27A650D Matte Black 27" 8ms Height & Pivot Adjustable Widescreen Business LED Monitor 300 cd/m2 3000:1 w/Display Port \$399.99

Subtotal: \$399.99

Tax: \$0.00

Shipping and Handling: \$8.99

Total Amount: \$408.98

### Billing Information

VISA: \*\*\*\*\*7842

Trudy Fisher

801 E. Walnut St Rm 205

Columbia, MO 65201-7729

573-886-4315

### Shipping Information

Trudy J Fisher

801 E Walnut St

Rm 220

2045 Computers Monitors

Position	Person	Monitor tag	# Monitors	Monitor size	Monitor Year	Computer type	Computer tag	Computer year
Surveyor	Matt Thomas	16153	1	17"	2007	desktop	16136	2007
Engineer	Dan Haid	16164/16166	2	19"/19"	2007/2007	desktop	16723	2009
Rd Inspector	Darin Sapp	15084	1	17"	2005	toughbook	16485	2008
Chief Engineer	Derin Campbell	18299	1	27"	2013	desktop	15098	2005
Asset Mang Tech	Aaron Garringer	16079/16078	2	20"/20"	2007/2007	desktop	15367	2006
Engineer	Jeff McCann	15083	1	17"	2005	desktop	17045	2009
Engineer	John Sullivan	16722	1	??	2009	desktop	17115	
Rd Inspector	Justin Skouby	15082	1	17"	2005	toughbook	16483	2008
Chief Rd Inspector	Keith Austin	15468	1	17"	2006	toughbook	16484	2008
Right of Way Agent	Natalie Meighan	16163/16165	2	19"/19"	2007/2007	desktop	16168	2007
Engineering Tech	Tom Chynoweth	16161/16162	2	19"/19"	2007/2007	desktop	16167	2007
Administrative Assistant	Kelle Westcott	16879	1	19"	2009	desktop	16147	2007
Rd Inspector	Vacant					toughbook		
Intern	Vacant					desktop		
Stormwater Coordinator	Nicki Fuemmeler	16154/18205	2	17"/??	2007/2012	desktop	16142	2007
Stormwater Educator	Vacant					desktop		
Urban Hydrologist	Catherine Beatty	13791	1	19"	2005	toughbook	16647	2008
Urban Hydrologist	Catherine Beatty	--	--	--	--	laptop	17096	

SUBLSCR	BOONE	<b>SUBSIDIARY LEDGER INQUIRY MAIN SCREEN</b>	3/20/13	08:42:37
Year	<u>2013</u>		Original Appropriation	<u>1,600.00</u>
Dept	<u>2045 PW-DESIGN &amp; CONSTRUCTION</u>		Revisions	<u>                    </u>
Acct	<u>91302 COMPUTER SOFTWARE</u>		Original + Revisions	<u>1,600.00</u>
Fund	<u>204 ROAD &amp; BRIDGE FUND</u>		Expenditures	<u>                    </u>
			Encumbrances	<u>                    </u>
Class/Account	<u>A ACCOUNT</u>		Actual To Date	<u>                    </u>
Account Type	<u>E EXPENSE</u>		Remaining Balance	<u>1,600.00</u>
Normal Balance	<u>D DEBIT</u>		Shadow Balance	<u>1,600.00</u>

Expenditures by Period

January	_____	July	_____
February	_____	August	_____
March	_____	September	_____
April	_____	October	_____
May	_____	November	_____
June	_____	December	_____

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

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of March 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement between the County of Boone and RubinBrown LLP for Financial and Compliance Auditing Services. The terms of the agreement are stipulated in the attached contract agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

Done this 28th day of March, 2013.

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

Return to Auditor's Office  
Please do not remove staple.

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

03/21/2013

REQUEST  
DATE

13642

VENDOR  
NO.

RubinBrown LLP

VENDOR NAME

P.O. Box 790379  
ADDRESS

St. Louis  
CITY

314-290-3300

PHONE #

MO 63179  
STATE ZIP

### BID DOCUMENTATION

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

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Bid /RFP (enter # below)<br><input type="checkbox"/> Sole Source (enter # below)<br><input type="checkbox"/> Emergency Procurement (enter # below)<br><input type="checkbox"/> Written Quotes (3) Attached (>\$2500 to \$4,499)<br><input type="checkbox"/> Purchase is ≤\$2500 and is NOT covered by an existing bid or sole source | <p style="text-align: center;"><b>Not Subject To Bidding (select appropriate response below):</b></p> <input type="checkbox"/> Utility<br><input type="checkbox"/> Employee Travel/Meal Reimb<br><input type="checkbox"/> Training (registration/conf fees)<br><input type="checkbox"/> Dues<br><input type="checkbox"/> Pub/Subscriptio/Transcript Copies<br><input type="checkbox"/> Refund of Fees Previously Paid to County<br><input type="checkbox"/> Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable<br><input type="checkbox"/> Intergovernmental Agreement<br><input type="checkbox"/> Not Susceptible to Bidding for Other Reasons (Explain): | <input type="checkbox"/> Mandatory Payment to Other Govt<br><input type="checkbox"/> Court Case Travel/Meal Reimb<br><input type="checkbox"/> Tool and Uniform Reimb<br><input type="checkbox"/> Inmate Housing<br><input type="checkbox"/> Remit Payroll Withheld<br><input type="checkbox"/> Agency Fund Dist (dept #s 7XXX) |
|--|--|--|

**#49-27oct08**

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 1110

Bill to Department # 1190

Department	Account	Item Description	Qty	Unit Price	Amount
1 1 9 0	7 1 1 0 1	Financial & Compliance Auditing Services	1		86600.00
		<b>TOTAL:</b>			

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

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

Requesting Official \_\_\_\_\_

*[Signature]*

Auditor Approval



**AGREEMENT FOR  
FINANCIAL AND COMPLIANCE AUDITING SERVICES  
RENEWAL #4 – FOR YEAR ENDED 12/31/2012**

**THIS AGREEMENT** dated the 28<sup>th</sup> day of March 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **RubinBrown LLP** 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 Agreement for **Financial and Compliance Auditing Services**, County of Boone Request for Proposal number **49-27OCT08** including Instructions and General Conditions, Introduction and General Information, Scope of Services, Contract Terms and Conditions, Proposal Submission Information, the unexecuted Response/Pricing Page, addendums #1, #2, #3, & #4, Best and Final Offer #1, Contractor’s proposal response dated October 23, 2008, Best and Final Offer Response dated November 25, 2008, and Engagement Letter dated February 14, 2013, executed by Jeffrey Winter, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Agreement, the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Contract Terms and Conditions, Proposal Submission Information, the unexecuted Response/Pricing Page and the Best and Final Offer, shall prevail and control over the Contractor’s proposal, Engagement Letter and Best and Final Offer responses. In addition, the following portions of the Contractor’s proposal (also referred to as “Engagement Terms”) attached to the Engagement Letter dated February 14, 2013, directed to June Pitchford, Boone County Auditor, are specifically NOT part of this Contract and are to be considered deleted or modified as set forth below:

- a). Fees and Billing terms referenced in Pages 7-8 are modified to be consistent with the terms of this Contract document, paragraphs 2, 3 and 4, as set forth below.
- b). The “Agreed Upon Scope of Work” is to be considered modified so as to include those terms and provisions set out in the other Contract documents referenced above.
- c). The “Confidentiality” clause is considered modified so as to allow any disclosure required by Chapter 610 RSMo, also known as “The Sunshine Act.”
- d). The “Limitation of Liability” clause is deleted.
- e). The “Indemnification” clause is deleted.
- f). The “Mediation” clause is deleted.
- g). The “Binding Arbitration” clause is deleted.
- h). The “Attorneys’ Fees and Costs” clause is deleted.
- i). The “Entire Agreement and Modification” clause is considered modified to be consistent with paragraph 6 below.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish Financial and Compliance Auditing Services to the County, as described and in compliance with the original Request for Proposal and as presented in Contractor's response(s). Cost for audit fee for said services for year ended December 31, 2012 (for audit conducted in 2013) shall be Eighty Six Thousand Six Hundred Dollars and Zero Cents (\$86,600.00).

3. **Contract Duration** - This agreement may be extended beyond the expiration date by order of the County for four additional one year periods and thereafter on a month to month basis in the event the County is unable to award a new contract prior to the expiration date. Pricing for renewal years shall be as agreed upon by the parties.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Auditor on an annual basis for service described in the proposal specifications. The County agrees to pay all invoices within thirty days of receipt of a correct and valid invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal 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 key personnel providing services are changed such that in the opinion of the Boone County commission delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specifications, or if services are deficient in quality in the sole judgment of County, or
- c. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

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

**RUBINBROWN LLP**

By: *J. M. Wink*

Title: *Partner*

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

*Daniel K. Atwill*  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

*J. J. Hoese*  
County Counselor

ATTEST:

*Wendy S. Noren*  
Wendy S. Noren, County Clerk *me*

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.)

*Jane Pitchford by sjj* 03/21/2013  
Signature Date

1190 / 71101 / \$86,600.00

Appropriation Account



RubinBrown LLP  
Certified Public Accountants  
& Business Consultants

One North Brentwood  
Saint Louis, MO 63105

T 314.290.3300  
F 314.290.3400

W rubinbrown.com  
E info@rubinbrown.com

February 14, 2013

Commissioners  
Ms. June Pitchford  
Boone County, Missouri  
801 East Walnut - Room 205  
Columbia, Missouri 65201

Dear Ladies and Gentlemen:

We appreciate the opportunity to be of service to Boone County, Missouri ("Client"). This letter ("Letter") sets forth the services that RubinBrown LLP ("RubinBrown") will provide for you. In order to better understand each party's obligations, the terms "we," "us," and "our" refer to RubinBrown and the terms "you," "your" and "management" refer to Boone County, Missouri. Your engagement of RubinBrown shall be governed by the terms of this Letter and the attached RubinBrown Engagement Terms.

### Scope of Services

We are pleased to confirm our understanding of the services we are to provide Boone County, Missouri for the year ended December 31, 2012. We will audit the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Boone County, Missouri as of and for the year ended December 31, 2012. The financial statements of the Boone Hospital Board of Trustees (a discretely presented component unit) are audited by other auditors (Williams Keepers). We will make reference to Williams Keepers' audit of the Boone Hospital Board of Trustees in our report on your financial statements. As a result of this, we must receive Williams Keepers' signed report on the financial statements of the Boone Hospital Board of Trustees prior to issuing our report on your financial statements. Additionally, as part of performing our audit procedures, it will be necessary for us to communicate with Williams Keepers regarding their audit of the Boone Hospital Board of Trustees. We may require your assistance in facilitating this communication.

Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Boone County, Missouri's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Boone County, Missouri's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Information
3. Pension and OPEB Information

We have also been engaged to report on supplementary information other than RSI that accompanies Boone County, Missouri's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Combining and Individual Fund Statements and Schedules

The following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

1. Introductory Section of the CAFR
2. Statistical Section of the CAFR

### **Audit Objective**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and

the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We will make reference to other auditors' audit of components in our audit report on your Financial Statements. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

#### **Audit Procedures — General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if applicable), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request

written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Jeff Winter will serve as the partner responsible for the overall supervision of the audit engagement and for authorizing the Firm's signature on the audit report letter.

### **Audit Procedures - Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular A-133.

### **Audit Procedures — Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Boone County, Missouri's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Boone County, Missouri's major programs. The

purpose of these procedures will be to express an opinion on Boone County, Missouri's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. If you have so requested, as part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. If you have requested our assistance with the preparation of the financial statements and related notes, you will be required to acknowledge in a written representation letter our assistance with such preparation and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes (if applicable) and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities. You are also responsible for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Boone County, Missouri and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in a written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the



government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of our interim fieldwork.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings,

conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

### **Engagement Administration, Timing and Fees**

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of RubinBrown LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or oversight agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of RubinBrown LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by cognizant or oversight agencies or pass-through entities. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2010 peer review report accompanies this letter.

Our fee for the Attest Services will be \$86,600 including out-of-pocket expenses. The fees are based upon anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. It is also based on no more than one major federal program requiring audit as stipulated in our original proposal. If significant additional fees are necessary, we will discuss them with you and agree to a new fee estimate before additional fees are incurred. We will keep you informed of our progress and work closely with you to structure our work to ensure that it is completed in a cost-effective manner.

### **Billing Terms**

Invoices will be rendered monthly and presented to you for services performed in the prior month and are due and payable within 30 days of the date of the billing statement. We reserve the right to suspend or terminate further services until payment is received on all invoices that are not paid in full within 30 days of the date of the billing statement. In the event that we suspend or terminate this engagement as a result of non-payment, you agree that we will not be responsible for your failure to meet government or other filing deadlines, or for penalties or interest that may be assessed against you resulting from your failure to meet said deadlines. A 1½% per month service charge will be added to balances remaining unpaid 60 days or more after the invoice date.

### **Period Covered**

This engagement letter covers the period beginning on the date the described services begin and ending on the date all such services have been completed. Except where a separate engagement letter is used, the terms of the letter and the attached RubinBrown Engagement Terms will apply to any such additional work we are asked to perform for you during the year ended December 31, 2013.

### **Conflict of Interest**

If, during the course of our engagement, we encounter circumstances we believe may create a conflict of interest or conflict with the ethical standards of our profession or our firm, we will inform you of our concerns. If these concerns cannot be adequately addressed to our satisfaction, or we are compelled to do so by professional standards, we may withdraw from the engagement.

### **Engagement Terms**

Attached is an additional statement of terms regarding our engagement titled, RubinBrown LLP ("RubinBrown") Engagement Terms (hereinafter "RubinBrown Engagement Terms"). The RubinBrown Engagement Terms are hereby incorporated by reference and the contents of this Letter should be construed in accordance with the terms set forth therein, unless expressly stated otherwise in this Letter. When construing or interpreting the contents of this Letter or the terms of our engagement, the RubinBrown Engagement Terms shall govern. To the extent any apparent or actual contradiction may exist, the RubinBrown Engagement Terms shall be

deemed controlling and shall supersede any such statement contained herein, unless expressly stated otherwise in the provision or portion of this Letter at issue.

### Conclusion

We appreciate the opportunity to be of service to you and believe that this Letter and the RubinBrown Engagement Terms set forth the terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this Letter and the RubinBrown Engagement Terms, please sign the enclosed copy and return it to us. By signing the enclosed copy of this Letter, you acknowledge that you have read, understood and agreed to the terms as set forth in this Letter and in the RubinBrown Engagement Terms.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

Sincerely,

RubinBrown LLP



Jeffrey B. Winter, CPA  
Partner

Direct Dial Number: 314.290.3408  
Email: jeff.winter@rubinbrown.com

Enclosures

By signing below, the signatory further represents and warrants that she/he is authorized to approve the terms of this engagement on behalf of Boone County, Missouri.

Approved By: \_\_\_\_\_



Title: PRESIDING COMMISSIONER Date: 3/28/13

## **RubinBrown LLP ENGAGEMENT TERMS**

These Engagement Terms (the "Terms") and the engagement letter (the "Letter") incorporating the Terms (the Terms and Letter are hereinafter collectively referred to as the "Agreement"), entered into by and between RubinBrown LLP ("RubinBrown") and Client, set forth the terms and conditions of RubinBrown's engagement with Client (the "Engagement"). These Terms shall also apply to any additional work that Client requests RubinBrown to perform unless a separate engagement letter is entered into by and between RubinBrown and Client for such additional work.

**Agreed Upon Scope of Work.** RubinBrown shall be obligated only for the services, work product and deliverables specified in the Letter, and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. Unless expressly provided for in the Letter, RubinBrown's services do not include giving testimony, appearing or participating in discovery proceedings, administrative hearings, court, or other legal or regulatory inquiries or proceedings and, in the event RubinBrown later agrees to perform such services, RubinBrown will charge and Client shall pay Rubin Brown's customary fee for such services.

**Cooperation and Participation.** While RubinBrown may from time to time suggest various options that may be available to Client and further give its professional evaluation of each of these options, Client must make the ultimate decision as to which, if any, of these options to implement. Client shall be solely responsible for applying independent business judgment with respect to RubinBrown's services, work product and/or deliverables (including decisions regarding implementation or other further course(s) of action) and shall be solely and exclusively responsible for such decisions. RubinBrown shall be entitled to rely on all decisions and approvals of Client (and its counsel). Although RubinBrown will endeavor to be alert to any incorrect or missing data and plans to apply its normal diligence in this regard, except as specifically provided in the Letter, RubinBrown shall be entitled to rely on the accuracy and completeness of all information provided by Client.

**Access to Resources and Information.** Unless specified herein as the responsibility of RubinBrown to provide, Client shall obtain for RubinBrown, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for RubinBrown to perform the services contemplated hereunder (including the use of any necessary software or data). Client shall also provide RubinBrown with such information, signoffs and assistance as may be necessary for RubinBrown to perform the Engagement or as RubinBrown may reasonably request.

**Record Retention.** Pursuant to RubinBrown's record retention policy, at the conclusion of this Engagement, RubinBrown may retain copies of the records supplied to RubinBrown by Client and RubinBrown will return all such original records to the Client. The records and files retained by RubinBrown are RubinBrown's property and are not a substitute for the Client's own records. Client shall be responsible for retaining and maintaining records of its operations and records required to backup and support the Client's financial reports and tax returns. RubinBrown will destroy Client files and all pertinent work papers after a retention period of seven years, after which time these items will no longer be available. In addition, catastrophic events or physical deterioration may result in RubinBrown's records being unavailable.

**Confidentiality.** RubinBrown shall maintain the confidentiality of Client information, which is of a confidential nature, using the same degree of care it uses in maintaining its own confidential information. If access to, or disclosure of, any such confidential information in RubinBrown's possession is sought by a third party, RubinBrown will notify Client of such action, tender to Client any defense responding to such request, and cooperate with Client concerning RubinBrown's response thereto. In the course of providing professional services to Client in connection with this engagement, RubinBrown may require the assistance of third parties with specialized capabilities or expertise. RubinBrown enters into confidentiality agreements with such third party service providers to ensure that confidential information of its clients is fully protected from loss or misuse; moreover, RubinBrown has the right to review the practices and procedures of such third party providers to ensure compliance with the terms of those confidentiality agreements. In the event RubinBrown is unable to secure an appropriate confidentiality agreement, Client will be asked to provide its consent prior to the sharing of its confidential information with the third-party service provider.

Client shall at no time disclose any of RubinBrown's services, work product, deliverables and other confidential material, or RubinBrown's role in the Engagement, to any third party (except to a government agency, to the extent such filing is an agreed objective of the Agreement, or as otherwise legally compelled) without RubinBrown's prior written consent in each case. Client's use of RubinBrown's services, work product or deliverables hereunder (except for copies of filed tax returns) shall in any event be restricted to the stated purpose, if any, in the Letter and otherwise to Client's internal business use only. Client and RubinBrown each retains the right in any event to use the ideas, concepts, techniques, industry data and know-how used or developed in the course of the Engagement. Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning the Engagement, as well as other means of communication used or accepted by the other.

Notwithstanding anything herein to the contrary, (i) no restriction in the Agreement is intended to be nor shall be construed as a condition of confidentiality as such term is used in IRC §§ 6011, 6111 and 6112 and the regulations thereunder or in §10.35 of IRS Circular 230, and (ii) Client has RubinBrown's authorization to disclose to any and all persons, without limitation of any kind, any entity, plan, arrangement or transaction (including every aspect thereof) with respect to which RubinBrown, in connection with the Agreement does or is required to introduce, recommend, give advice, or otherwise provide consultation or services, it being Client's duty to ascertain whether any further authorization is needed from any other person.

RubinBrown is required to comply with certain peer review requirements in order to maintain its professional licensing. In complying with these peer review requirements certain confidential information may be disclosed to the reviewer. These peer reviews are only conducted by other qualified professionals who are subject to maintaining the confidentiality of information disclosed in the course of the review. Client acknowledges that these confidential disclosures by RubinBrown are not a violation of RubinBrown's obligation to maintain the confidentiality of information.

**Taxpayer Confidentiality Privileges: Use of Counsel.** The parties acknowledge that certain documents and other communications involving and/or disclosed to or by RubinBrown may be subject to one or more claims of privilege by or on behalf of Client (e.g., the attorney-client privilege, the IRC SEC 7525 tax advisory privilege, etc.). Although Client is solely responsible for managing the recognition, establishment and maintenance (e.g., possible waiver) of these possible protections (and for involving legal counsel as it deems necessary), RubinBrown shall cooperate with Client's reasonable written instructions regarding such privileges.

**Management Dishonesty.** While RubinBrown will advise Client if RubinBrown discovers errors or irregularities, Client understands and agrees that Client cannot rely on RubinBrown to detect employee or management dishonesty, including, without limitation, embezzlement, unless specifically set forth in the Letter.

**External Factors; Standards of Performance.** Client acknowledges that the Engagement will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers are often uncertain or unverifiable in advance and where facts and available information change with time. Accordingly, evaluation of RubinBrown's performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in the Agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. If there are any changes in the relevant laws, regulations, industry, market conditions or other circumstances, including in the Client's own business practices, RubinBrown has no responsibility to advise Client of any such changes and Client acknowledges the need for it to re-evaluate RubinBrown's preceding services, work product and deliverables. RubinBrown reserves the right, in whole or in part, to decline to perform certain tasks or withdraw from the Engagement entirely if information comes to RubinBrown's attention indicating that performing such tasks could cause RubinBrown to be in violation of any applicable law, regulations or standards, to be in a conflict of interest or to suffer reputational damage.

**Limitation of Liability.** The liability of RubinBrown (including its partners, employees, agents and affiliated companies) to Client for any claim or damages (including but not limited to incidental, special, exemplary, punitive or consequential), whether in contract, tort (including but not limited to RubinBrown's NEGLIGENCE, but excluding RubinBrown's gross negligence and intentional/willful torts), strict liability or otherwise, arising out of, connected with, or resulting from RubinBrown's services, work product or deliverables or the Engagement generally, shall not exceed all fees related to the Engagement paid by Client to RubinBrown, even if RubinBrown has been advised of the possibility of such claims or damages.

RubinBrown is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each of the member firms is a separate and independent legal entity and each describes itself as such. RubinBrown is not Baker Tilly International's agent and does not have authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, RubinBrown nor any of the other independent member firms of Baker Tilly International has any liability for each other's acts or omissions. In addition, neither Baker Tilly International nor any other member has a right to exercise management control over any other member firm.

**Indemnification.** Client agrees to release, indemnify, and hold RubinBrown, its partners, officers, managers, personnel, agents, employees, affiliated companies, successors and assigns harmless from any liability and costs, including attorneys' fees, resulting from knowing misrepresentations by management of Client. Client's obligation to indemnify shall survive until such time as all claims against RubinBrown are legally barred under all applicable statutes of limitation.

**Independent Contractor Status.** Each party is an independent contractor with respect to the other and shall not be construed as having an employment, partnership, trustee or fiduciary relationship.

**Assignments and Successors.** Neither party may assign any of its rights or benefits under the Agreement without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will apply to, be binding in all respects upon, and inure to the benefit of the permitted successors, assigns and legal representatives of the parties. Notwithstanding the foregoing, RubinBrown may authorize and allow its affiliates and contractors to assist in performing the Engagement and to share in RubinBrown's rights hereunder, provided any such party shall commit (as applicable) to be bound by the restrictions set forth in the Agreement.

**Affiliates.** If the Letter provides that RubinBrown's services, work product or deliverables may pertain not only to Client but also to a parent, subsidiaries, affiliates, advisors, contractors, family members, related trusts, partnerships, partners, estates or foundations, Client shall, as may be requested by RubinBrown from time to time (including subsequent to completion of the Engagement), obtain written confirmation of their agreement to the terms of the Agreement.

**No Third Party Rights.** Unless specifically set forth in the Letter, nothing expressed or referred to in the Agreement will be construed to give any person, other than the parties to the Agreement, any legal or equitable right, remedy, claim, benefit, priority or interest under or with respect to the Agreement or any provision of the Agreement. Except as specifically provided in the Letter, the Agreement and any services, work product or other deliverables hereunder are for the sole and exclusive benefit of the Client and its permitted successors and assigns and shall not be disclosed or disseminated to third parties or used for any purpose, other than those purposes specifically set forth in the Letter, without RubinBrown's prior written consent.

**Mediation.** If Client is dissatisfied with the quality or timeliness of RubinBrown's services, or believes such services were in any way negligently performed, Client agrees to promptly notify RubinBrown in writing of its dissatisfaction and specifically set forth its complaints. If the parties are unable to resolve their differences within thirty (30) days after RubinBrown's receipt of Client's written notice, it is agreed that either party may invoke the services of an impartial mediator under the auspices of the commercial mediation rules of the American Arbitration Association, United States Arbitration and Mediation Service, or any other national neutral mediation service, at the election of the party who first requests mediation. It is agreed that no claim pertaining to the quality or timeliness and/or alleged negligence of RubinBrown's provided services shall be arbitrated unless the foregoing procedures have first been followed and the mediator fails to settle the claim within thirty (30) days after the mediation process has concluded.



**Binding Arbitration.** The parties agree that any and all disputes between them in any way concerning the services provided by RubinBrown pursuant to the Agreement or the business relationship between the parties arising out of the Engagement shall be committed to binding arbitration before the American Arbitration Association ("AAA") and shall be conducted in accordance with the AAA's Commercial Arbitration Rules then in effect, as modified by the provisions stated herein. The location of the arbitration shall be in the St. Louis metropolitan area. The parties shall select one arbitrator, unless the amount of any demand or counterclaim in the arbitration shall be \$750,000 or more, in which case the parties shall select three arbitrators. The parties shall have the right to conduct discovery in the arbitration consistent with that discovery permitted by the Federal Rules of Civil Procedure, with the arbitrator(s) to decide any discovery disputes. All proceedings conducted in the arbitration shall be strictly confidential. The award of the arbitrator(s) shall be final, and may be confirmed by the parties in the St. Louis County Circuit Court, or in the United States District Court for the Eastern District of Missouri.

**Governing Law.** The Agreement, including its formation, the parties' respective rights and duties and all disputes that might arise from or in connection with the Agreement or its subject matter, shall be governed by and construed in accordance with the laws of Missouri, without giving effect to conflicts of laws rules.

**Attorneys' Fees and Costs.** In connection with any legal action, arbitration or litigation arising from or in connection with the Agreement or its subject matter, the prevailing party shall be entitled to recover, subject to the damage limitations set forth in the Agreement, all costs incurred by such party in furtherance of such legal action, arbitration or litigation, including reasonable attorney's fees.

**Construction.** To the extent any apparent or actual contradiction may exist when construing or interpreting the contents of the Letter and the Terms, the Terms shall control and supersede any statement contained in the Letter, unless expressly stated otherwise in the provision or portion of the Letter or Terms at issue.

**Waivers.** Neither the failure nor any delay by any party in exercising any right, power or privilege under the Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

**Entire Agreement and Modification.** The Agreement supersedes all prior agreements, arrangements and communications between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. The Agreement may not be modified or amended except by the mutual written agreement of both parties.

**Severability.** If any arbitrator or court of competent jurisdiction holds any provision of the Agreement invalid or unenforceable, the other provisions of the Agreement will remain in full force and effect. Any provision of the Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**Headings.** The headings of paragraphs contained in the Agreement are provided for convenience only. They form no part of the Agreement and shall not affect its construction or interpretation.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION  
WHICH MAY BE ENFORCED BY THE PARTIES.**



## System Review Report

To the Partners of  
RubinBrown LLP  
and the National Peer Review Committee of the AICPA

We have reviewed the system of quality control for the accounting and auditing practice of RubinBrown LLP (the firm) applicable to non-SEC issuers in effect for the year ended May 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based upon our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of RubinBrown LLP applicable to non-SEC issuers in effect for the year ended May 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. RubinBrown LLP has received a peer review rating of *pass*.

  
WEAVER AND TIDWELL, L.L.P.

Dallas, Texas  
October 22, 2010

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 13

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of March

20 13

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

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

Name	Board	Period
Sarah E. Giboney	Family Resources Board of Directors	February 28, 2013 through February 28, 2016

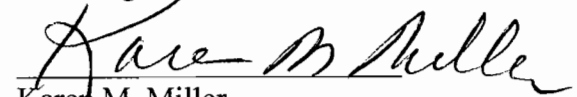
Done this 28th day of March, 2013.

ATTEST:

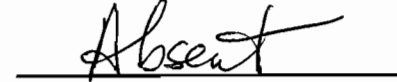
Wendy S. Noren  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

Dan Atwill, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone County Family Resources Board of Directors Term: 2013-2015

Current Township: Three Creeks Township Today's Date: 01-25-2013

Name: Sarah E. Giboney

Home Address: 808 Doe Run Court, Ashland, MO Zip Code: 65010

Business Address: 111 South Ninth St., Ste. 200  
P.O. Box 918 Columbia, MO Zip Code: 65205-0918

Home Phone: 573.657.0264 Work Phone: 573.443.3141  
Fax: 573.442.6686 (work) E-mail: giboney@smithlewis.com

Qualifications: Member, Board of Trustees, Midwest Special Needs Trust (MSNT); Bachelors of Social Work w/ emphasis in home health; Juris Doctor; adult sibling with DD (Down Syndrome)

Past Community Service: Midwest Special Needs Trust Board Member (2002-present); Boone County Family Resources Board of Directors (2008-present)

References: Bill Powell of Smith Lewis, LLP 573.443.3141  
Gerald Zafft, co-board member at MSNT 314.719.3045

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

  
Applicant  
Signature

Return Application **Boone County Commission Office**  
To: **Boone County Government Center**  
**801 East Walnut, Room 245**  
**Columbia, MO 65201**  
**Fax: 573-886-4311**

# CERTIFIED COPY OF ORDER

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STATE OF MISSOURI }  
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of March 20 13

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

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

Name	Board	Period
Tec Chapman	Family Resources Board of Directors	March 28, 2013 through March 28, 2016

Done this 28th day of March, 2013.

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

Application for Appointment to Board of Director of Boone County Family Resources

Boone County Family Resources was established in 1976 with the passage of a special property tax levy. The agency, through its Board of Directors, purchases and provides services for eligible persons of all ages with developmental disabilities. As an administrative agent of the Department of Mental Health, the scope of services has expanded since establishment of the agency, and has grown to include residential services, vocational and practical living skills training, and family support services. The agency is nationally accredited and has a multi-million dollar budget. Additional information about the agency may be obtained at the agency's website, [www.bcfr.org](http://www.bcfr.org), or by contacting the agency.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board, agency policy and the resolution adopted by the Board regarding disclosure of potential conflicts of interest on file with the Missouri Ethics Commission. Board members of Boone County Family Resources also serve on the board of Life and Work Connections, Inc., a Section 501(c)(3) corporation that provides vocational services to young adults through a contractual arrangement with Boone County Family Resources. As appointees of a statutorily created entity with broad powers, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the agency they serve. Conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

APPLICATION

Name: Chapman, Tec  
*Last First Middle Initial*

Home Address: 3708 Watts Drive

City: Columbia Zip: 65203

Employment Address: 3708 Watts Drive

City: Columbia Zip: 65203

At which address would you prefer to be contacted:  Home  Business

Email Address (where you wish to be contacted): tec.chapman@mchsi.com

Home Phone: 573-239-8136 Business Phone: \_\_\_\_\_

Section 205.970 RSMo requires that at least 7 of the board members be residents of the county where the facility is located. Are you a Boone County resident and how long have you lived in Boone County? \_\_\_\_\_ Yes, 6 years \_\_\_\_\_ Years \_\_\_\_\_ 7 \_\_\_\_\_ Months

Are you a registered voter? \_\_\_\_\_ X \_\_\_\_\_ Yes \_\_\_\_\_ No

Have you previously served as a member of a board? If yes, identify the board and the dates of service.

**Missouri Chapter of TASH Board of Directors 1993-2005 (President August 1999 - July 2001; Vice-President June 1998 - July 1999); Autism Society of American-Government Relations Committee 2007-2010; Missouri Department of Mental Health Quality Frameworks Management Advisory Team 1999-2004**

What other professional, civic or community endeavors are you currently involved in?

**Columbia Youth Basketball Association-Board of Directors**

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

**Professional staff United States Senate-Health, Education, Labor, and Pensions Committee (1/2005-7/2006); Deputy Director Division of Developmental Disabilities, MO Department of Mental Health (7/2006-8/2010); State Interagency Coordinating Council (SICC)-MO DESE (2006-2010); Missouri Planning Council for Developmental Disabilities (2006-2010); Task Force on the Prevention of Sexual Abuse of Children (2012)**

Section 205.970, Revised Statutes of Missouri, requires that at two of the nine members of the board of directors be related by blood or marriage within the third degree to a handicapped person as defined in Section 205.968 as a person who is "lower range educable or upper range trainable mentally retarded or a person who has a developmental disability." Are you related by blood or marriage within the third degree to a handicapped person as defined in Missouri statutes?

[Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.] If yes, please identify the person and the relationship.

\_\_\_\_\_  
N/A  
*Person* \_\_\_\_\_ *Relationship*

***For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage.*** [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Have you or a related family member applied for eligibility and been determined eligible or ineligible for services of Boone County Family Resources at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

No

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

**I have nearly 30 years in the developmental disabilities field through the provision of direct support to persons with developmental disabilities, families and community providers, as well as directed supports and services for persons with developmental disabilities. I am seeking this position to support the BCFR administration, staff, and Boone County residents with developmental disabilities and their families.**

Do you or any related family member have any financial interest, directly or indirectly, in any contract or subcontract with Boone County Family Resources; or have you or a related family member been employed by any agency or entity that contracts or subcontracts with Boone County Family Resources; or in the sale to Boone County Family Resources of land, materials, supplies, or services? If yes, please explain.

**Yes, my wife (Sheila Chapman) used to be self-employed and was an eligible vendor with a contract with BCFR to provide dietetic services to individuals with developmental disabilities in Boone County. She currently works for the University of Missouri and no longer receives any compensation from BCFR.**

Are you or any related family member now or have you or a related family member ever been employed by Boone County Family Resources? If so, please give dates of employment and position held.

No

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Family Resources? If so, identify the interest and the relationship.

No

Have you ever been arrested, charged, or convicted of any felony? \_\_\_\_\_ Yes  No  
If yes, please explain.



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Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? \_\_\_\_\_ Yes  No  
If yes, please explain.

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Are your Boone County taxes paid in full to date?  Yes \_\_\_\_\_ No

If "No", please explain.

---

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References:

\_\_\_\_ Kay Conklin \_\_\_\_\_ Professional \_\_\_\_\_ 573-882-2555 \_\_\_\_\_ 19 years \_\_\_\_\_  
Name Nature of Relationship Contact Information Years Known

\_\_\_\_ Jeff Bloss \_\_\_\_\_ Friend \_\_\_\_\_ 816-686-8904 \_\_\_\_\_ 19 years \_\_\_\_\_  
Name Nature of Relationship Contact Information Years Known

By my signature, I agree to comply fully with board policy, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Board of Directors of Boone County Family Resources.

---

Signature

---

Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of March 20 13

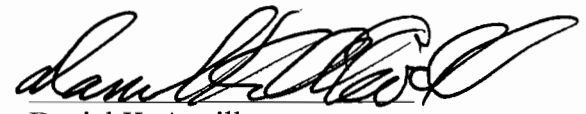
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the purchase of three (3) Behringer EP2000 Stereo Power Amplifiers at a cost of \$299.99 each from American Musical Supply for the Central Missouri Events Center.

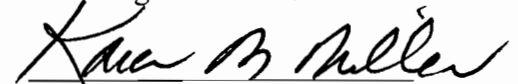
Done this 28th day of March, 2013.

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

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1-800-458-4076 | 24/7 Service



0 Items

Home	Guitars	Bass	Live Sound	Recording	Computervare	Keyboard	DJ	Drum	Accessories	Outlet Zone	Cable Finder				
Martin	Bose	Mackie	Line 6	Korg	Fender	Gibson	Epiphone	Yamaha	Roland	Peavey	Behringer	QSC	Ibanez	Taylor Guitars	See All Brands



Payments as low as \$83.25



PRICEMATCH GUARANTEE



Orders over \$249.99 immediately qualify for 3 Easy Payments of as little as \$83.33! Order today!

Home > Live Sound > Power Amplifiers  
Brand > Behringer > Behringer Amps  
**Behringer EP2000 Stereo Power Amplifier - 2000 Watts**

Item #: BEH EP2000

See all items from Behringer



✓ FREE Extended Warranty

AMS saves you 50% MSRP: \$599.99

✓ FREE Shipping

**\$299.99**

✓ 0% Interest EZ-Pay

3 EZ Payments of \$100.00

Price Match - Guarantee

Pre-Order Today!

Alert Me

Quantity: 1

**Add to Cart**

**Add to Wish List**

ShareThis

**Customer Review**

How do YOU rate this product?

Select One ...

4 people wrote reviews

8 people rated this item

Dj R&B from Inland Empire, CA

Overall

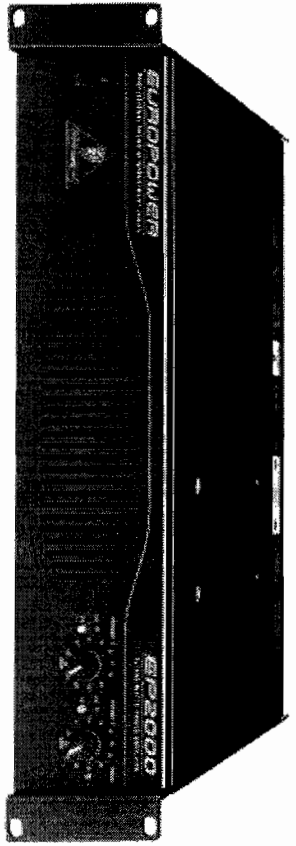
Quality

Features

Email Sign Up

Never miss a deal

Go



Chat Live 24/7



[3w Gallery Images](#)

**Overall Ratings: 4.0** ★★★★★  
 4 Review (s) - 8 Rating (s)

Ease of Use ★★★★★  
 Sound ★★★★★

**Subject**  
 Very Powerful  
**Quality**

This Amp is very well made and durable.  
**Features**

multi plugins  
**Ease of Use**

Easy plug and play product  
**Sound**  
 Truly crystal clear sound

John Jordan from brooklyn,ny,usa

★★★★★  
 Overall  
 Quality ★★★★★  
 Features ★★★★★  
 Ease of Use ★★★★★  
 Sound ★★★★★





**Subject**  
 this is one of the best equipment i ever owned.  
**Quality**

yes, it is very durable  
**Features**  
 its sound quality.

**Ease of Use**  
 very good,didn'ttake any long to learn the use it.  
**Sound**  
 very goodof course

- Overview
- Specs
- Manufacturer Info
- Also Purchased
- Video & Docs

**Recommended Accessories**

	Middle Atlantic VTI Vent Rack Panel 1 Space		CBI 14 Gauge Speakon to Speakon Speaker Cable 25 Foot		Gator Case Rack Bag 4 Space		Monster Cable Studiolink Balanced 1/4 inch TRS Cable 3.25 Foot
	\$13.53		\$37.95		\$89.99		\$29.95

**Behringer EP2000 Stereo Power Amplifier - 2000 Watts**

Protected by an impact resistant, all-steel 2U rackmount chassis, the **Behringer EP2000 Stereo Power Amplifier** comes with ATR (Accelerated Transient Response) Technology.

www.stbfr.com  
 The precise power signal and LEDs to monitor performance. For reliable

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Never miss another deal



operation, independent DC and thermal overload protection on each channel, a *back-to-front* ventilation system, high-current toroidal transformer and power transistors have been added. With rugged construction and high-quality components, this amp ensures a long life of amazing sound.

**Behringer EP2000 Stereo Power Amplifier Features**

- 2 x 1,000 Watts into 2 Ohms; 2 x 750 Watts into 4 Ohms; 2,000 Watts into 4 Ohms (bridge mode)
- Precise Power, Signal and Clip LEDs to monitor performance
- XLR and 1/4 inch TRS input connectors for compatibility with any source
- Professional speaker connectors and *touch-proof* binding posts support most speaker wiring systems
- Selectable low-frequency filters (30 Hz or 50 Hz) remove distracting infra-sound frequencies
- Independent limiters per channel offer reliable protection against overload and distortion
- High-current toroidal transformer for ultra-high transient response and absolute reliability
- Ultra-reliable Toshiba/Fairchild power transistors
- Independent DC and thermal overload protection on each channel automatically protects amplifier and speakers without shutting down the show
- *Back-to-front* ventilation system including air filter for reliable operation
- Built-like-a-tank, impact-resistant, all-steel 2U rackmount chassis
- High-quality components and exceptionally rugged construction ensure long life
- Conceived and designed by Behringer Germany

**Helpful Info about the Manufacturer**

Phone: 425-672-0816 (U.S.)  
Warranty: 1 Year (3 year when you register online at Behringer)



CBI LowZ  
Microphone Cable



Gator Deluxe 19 Inch  
Rack Case



Mackie ProFX22  
Compact Mid-Format  
USB Mixer with  
Effects



Hosa Cable MCL  
Series Microphone  
Cables



www.ams.com \$129.95 ~~Check Price~~ \$59.95 - \$649.99 \$8.95 - \$49.95

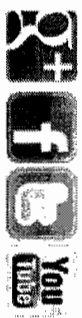
Email Sign Up

Never miss another deal



<p>Manual</p> <p><a href="#">Behringer EP2000 Manual</a></p> <p>6.19 MB</p>
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- [Need Help?](#)
- [Why We Rock!](#)
- [Resources](#)



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