

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

4th

day of

January

20

16

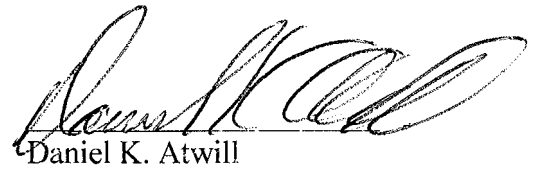
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 8691 E. New Haven Road, parcel #18-700-30-00-005.00 01.

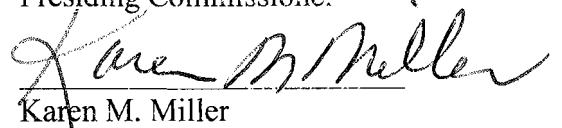
Done this 4th day of January, 2016.

ATTEST:

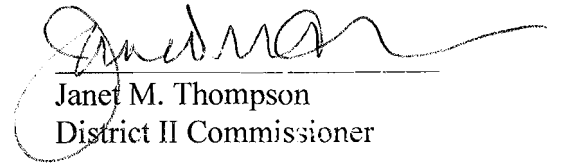
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	January Session
8691 E. New Haven Road)	January Adjourned
Columbia, MO 65201)	Term 2016
)	Commission Order No. <u>1-2016</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 4th day of January 2016, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk and trash in the form of a discarded appliance on the premises.
4. The location of the public nuisance is as follows: 8691 E. New Haven Road, a/k/a parcel# 18-700-30-00-005.00 01, Section 30, Township 48, Range 11 as shown in deed book 0601 page 0951, Boone County.
5. The specific violation of the Code is junk and trash in the form of a discarded appliance in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on 25th day of November to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

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

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

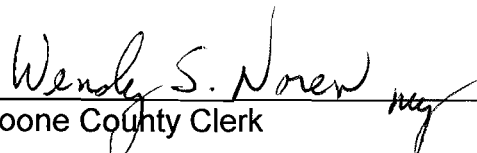
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

Photographs taken 12/14/15 @ ~ 10:30 am
8691 E. New Haven Road



Mohammed Y and Amal A Alroomi
8691 E. New Haven Road
Health Department nuisance notice - timeline

- 08/28/15: citizen complaint received
- 09/10/15: initial inspection conducted
- 09/16/15: notice of violation sent to owner via certified mail, return receipt requested – owner never signed for notice
- 11/25/15: notice posted in local newspaper
- 12/14/15: reinspection conducted – nuisance not abated, photographs taken at ~ 10:30 am
- 12/15/15: hearing notice sent to owner



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Mohammed Y and Amal A Alroomi
PO Box 2258
Safat Kuwait
13023 Kuwait

An inspection of the property you own located at 8691 E. New Haven Road (parcel # 18-700-30-00-005.00 01) was conducted on September 10, 2015 and revealed junk and trash in the form of a discarded appliance on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Monday, January 4, 2016 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 15th day of December 2015 by MOA

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
County of Boone)

I, Candra Galiley, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

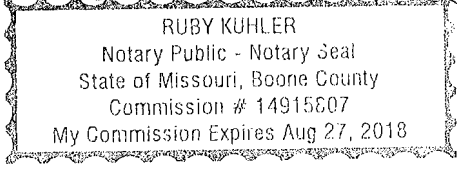
- 1st Insertion _____ November 25, 2015
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

\$68.34
Printer's Fee

By: Candra Galiley
Candra Galiley

Subscribed & sworn to before me this 10 day of December, 2015

[Signature]
Notary Public



NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: Mohammed Y and
Amal A Alroomi
PO Box 2258
Safat Kuwait
13023 Kuwait

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Tract 3 of a Survey recorded in Book 522, Page 140 of Boone County Records in the South Part of the Northwest Quarter (NW ¼) of Section 30, Township 48, Range 11, a/k/a 8691 E. New Haven Drive as shown by deed book 1246 page 0745

Type of Nuisance: junk and trash in the form of a discarded appliance

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203.

Stephanie Browning, Director,
Columbia/Boone County
Department of Public Health

INSERTION DATE: November 25, 2015.

- 6419
- Events
- Email log
- Reminders
- Work requests

Call Information

Call ID: 6419 Status: Open Entity: City of Columbia

Description: Overgrown & Junk Burt 449 3355 Call

Comments

Last house at the east end of New Haven Rd. on the north side of road. Family lives in Kuwait.

Call Details

Call type: CE-County Nuisance
Entry date/time: 08/28/2015 10:53:51
Entry user ID: Miles, Michelle H Health -
Origin:
Work group: Environmental Health

Contact Information

Contact ID: 154830
Contact name: Undefined
From phone: (573) 555-5555
Customer:
Location:
Service:

Call Assignment/Notification

Contact notification: Call back
Notification date:
Email updates: No
Notification user:
Forward to user: Vellema, Kristine - Health E

Close Information

Close date/time: 00:00:00
Close user:
Elapsed time:
Action taken:

- Print
- Cancel
- Exit
- Refresh
- Toggle Inform...
- Contact Inquiry

8/31 8620 approval - jgg
9-10



Boone County Assessor

Boone County Government Center
 801 E. Walnut, Room 143
 Columbia, MO 65201-7733

Office (573) 886-4270
 Fax (573) 886-4254

Parcel 18-700-30-00-005.00 01

Property Location 8691 E NEW HAVEN RD

City **BOONE COUNTY (L1)** Road **COMMON ROAD DISTRICT (CO)** School **COLUMBIA (C1)**
 Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **ALROOMI MOHAMMAD Y & AMAL A**
 Address **PO BOX 2258**
 City, State Zip **SAFAT KUWAIT, 13023**

Subdivision Plat Book/Page

Section/Township/Range **30 48 11**

Legal Description **S PT NW TR 3 SUR 522-140
 EXC PT TO ROAD**

Deeded Acreage **34.72**

Deed Book/Page

1246 0745

1240 0836

0601 0951

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
FI	20,910	0	20,910	FI	2,509	0	2,509
RI	18,400	231,900	250,300	RI	3,496	44,061	47,557
Totals	39,310	231,900	271,210	Totals	6,005	44,061	50,066

Most Recent Tax Bill(s)

Residence Description

Year Built **1988**

Use **804**

Basement **PARTIAL
(3)**

Attic **NONE
(1)**

Bedrooms **3**

Main Area **2,034**

Full Bath **3**

Finished Basement Area **1,000**

Half Bath **0**

Total Rooms **7**

Total Square Feet **3,034**

951

Warranty Deed

Filed for record on *Oct 20* at *4:07* o'clock *P.M.* in Boone County, Mo.
Document No. *1744* Record No. *951* BETTIE JOHNSON, Recorder of Deeds.

THIS DEED, Made and entered into this *20* day of *October* A.D. One Thousand Nine Hundred and *Eighty-six*, by and between *Elmer L. Harrison, formerly Lynelle B. Pace and Elmer L. Harrison, wife and husband* party or parties of the first part, and *Johnson* County, State of *Missouri* party or parties of the second part; (Grantor's mailing address for *Johnson* and Amal A. Alroomi, husband and wife *Johnson* County, *Missouri* party or parties of the second part;

WITNESSETH, That the said party or parties of the first part, for and in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, do hereby convey unto the said party or parties of the second part, the following described real estate situated in the State of Missouri to-wit:

Tract 3 of Survey *Book 522, Page 140 of Boone County*
Records in the South *Northwest Quarter (NW1/4) of Section*
30, Township 49, *Boone County, Missouri.*

Subject to encumbrances and restrictions of record.

Address of Property *Boone County* City *Columbia* Mo.
Assessor's Tax Parcel No. *18-1*

TO HAVE AND TO HOLD the same together with all and singular rights and appurtenances to the same belonging unto the said party or parties of the first part hereby conveying that said party or parties shall and lawfully will warrant and defend the title to the above described premises unto the said party or parties of the second part, and to their heirs and assigns forever, against all persons whomsoever, except taxes for the years after

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.
Lynelle B. Harrison
Elmer L. Harrison
Lynelle B. Harrison
Elmer L. Harrison

STATE OF MISSOURI
County of *Boone*
before me personally appeared *Elmer L. Harrison, formerly Lynelle B. Pace and Elmer L. Harrison, wife and husband* and to me known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this *20* day of *October* 19 *86*.
WENDY M. LISTER
Notary Public

STATE OF MISSOURI
County of *Boone*
I, Recorder of said county, do hereby certify that the foregoing instrument was duly recorded in my office, and has been acknowledged by the parties thereto, on the *20* day of *October* 19 *86*.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at *Columbia*, Missouri, on the day and year first above written.
BETTIE JOHNSON, Recorder
Deputy

On this *24*th day of *October* 19 *86*
B. Harrison, formerly Lynelle B. Pace
Harrison, wife & husband

has executed the foregoing instrument, and acknowledged that they are the parties to the same.
IF, I have hereunto set my hand and affixed my official seal, at *Columbia*, Missouri, on the *20* day and year first above written.
Wendy M. Lister
Wendy M. Lister
Notary Public

IN THE RECORDER'S OFFICE
This instrument of writing was, at *4* o'clock *07* P.M. on the *20* day of *October* 19 *86*, duly filed for record in my office, and has been acknowledged by the parties thereto, on the *20* day and year first above written.
BETTIE JOHNSON, Recorder
Deputy

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

January Session of the January Adjourned

Term. 20 16

In the County Commission of said county, on the

4th

day of

January

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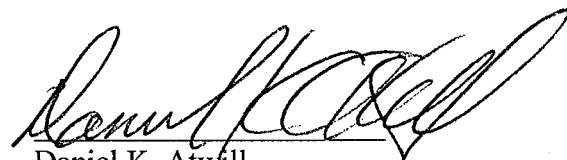
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached list of sole source vendors for the year ending on December 31, 2016.

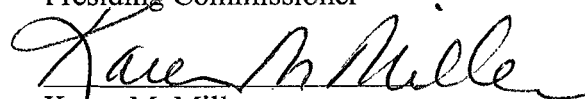
Done this 4th day of January, 2016.

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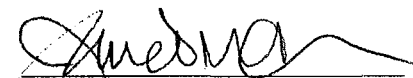
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Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: December 22, 2015
RE: Sole Source Approved Vendor List for 2016

Purchasing has received requests from departments/offices to renew on-going sole source approvals. We are requesting approval to renew the attached list of sole source vendors for another year ending on December 31, 2016. The 2016 list of vendors was advertised in the Columbia Missourian and Columbia Tribune on December 24, 2015.

ATTACHMENT: 2016 Sole Source List

2016 SOLE SOURCE APPROVAL			Commission Order #					
Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #	Details
Accutime Corporation	Public Works	Time Clock with Software	On-Going on Maintenance	4/18/02 - Karen Miller		Yes	20-071502 (renewed through 12/31/16)	Equipment must be compatible with existing Accutime time clock.
Alive Telecom	Joint Communications	Multi-Section Base Station Antennas	12/31/2016	C.O. 174-2015	\$12,000.00	Yes	121-123116SS (renewed through 12/31/16)	Multi-section tower mounted antennas used in land mobile/two-way radio system to accommodate system needs for PSJC transmit sites. Custom making for Boone County to match existing.
Air Systems LLC	Facilities / Commission	Teletrol Control System - HVAC repair and service at Central MO Events Center	On-Going	1/17/13 Dan Atwill & C.O. 44-2014 on 1/13/14	\$10,700.00	Yes	111-123113SS (renewed through 12/31/16)	Only authorized vendor for service and maintenance on existing Teletrol control system.
Aldon Computer Group a Subsidiary of Rocket Software, Inc.	Information Technology	Maintenance for Aldon Computer Software - Rocket Software - Life Cycle Manager	On-going on maintenance	10/23/12 - Dan Atwill; c.o. 518-2012	\$8,993.00	Yes	110-123113SS (renewed through 12/31/16)	Only source for annual software updates and maintenance on existing software.
Blue Valley Public Safety Inc.	Emergency Management	Siren Maintenance	On-Going on Maintenance		\$43,632.00		123-123116SS	Only authorized service center for Missouri for Federal Signal Corporation brand equipment
C&C Group (used to be Invensys Building Ssystems)	Facilities Maintenance	Temperature control system Service Agreement for HVAC located at the Boone County Court House, Government Center and Jail to monitor existing Invensys's equipment.	On-Going	4/18/02 - Karen Miller		Yes	18-123102 (renewed through 12/31/16)	Used for upgrades to existing vendor specific software. Only available from this vendor.
CarteGraph	Resource Management	Upgrade and evaluation of existing PW software (on-going for future evaluations)	On-going on maintenance	1/23/02 - Karen Miller		Yes	12-123102 (renewed through 12/31/16)	Used for upgrades to existing vendor specific software. Only available from this vendor.
CenturyLink	Joint Communication	Cassidian Communications(formerly CML) Sentinel Patriot - upgrading E911 system making it NG911 (Next Generation) capable and replacing the ANI/ALI Controller	On-going on maintenance	8/16/2011	\$597,745.96	Yes	105-123111SS (renewed through 12/31/16)	Only source for upgrade to existing equipment.

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #	Details
CenturyLink	Information Technology / Purchasing	Centrex Phone System	On-Going	7/26/2012 - Dan Atwill	\$61,428.00	Yes	109-123112SS (renewed through 12/29/18)	Sole source for existing phone system equipment.
Channel Solutions Inc.	Information Technology	Netmail Platform & Archive Annual Support Subscription	On-Going on Maintenance	02/19/2015- C.O. 81-2015	\$6,280.00	Yes	118-123115SS (renewed through 12/31/16)	Sole source for maintenance on existing software
City of Columbia Water and Light	Information Technology	Fiber Optic Cable Installation and Lease	On-going	12/20/04 - Skip Elkin		Yes	51-123105 (renewed through 12/31/16)	Only feasible source for existing fiber optic cables at Johnson Bldg, Child Support, Public Works & Sheriff Dept.
Corrective Asphalt Materials, LLC	Resource Management	Reclamite Preservative Seal	On-going	3/10/2015 C.O. 108-2015	108-201	Yes	117-123118SS (renewed through 12/31/16)	Only 1 distributor services the region
Corsair Controls	Sheriff	Upgrade to Jail Door Locking System	On-Going	8/1/06 - Skip Elkin		Yes	70-123106SS (renewed through 12/31/16)	Only source of equipment compatible with existing system
Crown Power & Equipment Company	Public Works	OEM Parts for Case Backhoes and Wheel Loaders	On-Going	10/1/02 - Skip Elkin		Yes	27-123102 (renewed through 12/31/16)	Only source for this territory in Central MO to sell and distribute OEM Parts and authorized dealer for OEM Repairs for Case Backhoes and Wheel Loader
Crown Power & Equipment Company	Public Works	Tiger Mower Parts	On-Going	9/22/09 - Ken Pearson		Yes	89-123109SS (renewed through 12/31/16)	Only authorized dealer for Tiger Mower parts & equipment sales in our area.
Cybernetics	Information Technology	LTO Tape Library	On-Going on Maintenance	12/8/04 - Skip Elkin		Yes	50-123104 (renewed through 12/31/16)	Only manufacturer of technology that supports existing system
Cybernetics	Information Technology	Virtual Tape Disk Backup (D2D2T)	On-Going on Maintenance	1/28/05 - Karen Miller	\$1,935.00	Yes	55-123105 (renewed through 12/31/16)	Only manufacturer of technology that supports existing system
Cybernetics	Information Technology	miSAN (Storage Area Network)	On-Going on Maintenance	3/18/05 - Karen Miller	\$7,980.00	Yes	58-123105 (renewed through 12/31/16)	Only manufacturer of technology that supports existing system

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #	Details
Ed Roehr	Sheriff	Taser Units and Cartridges	On-Going - but review yearly for new competition	1/13/05 - Skip Elkin	Units: \$21,000; Cartridges: \$6,990	Yes	54-123105 (renewed through 12/31/16)	Only authorized dealer of Taser model X26 for which the Sheriff Dept already has an inventory of accessories.
Election Systems & Software, Inc.	Boone County Clerk	Election Ballot Stock	On-Going	Don Stamper - 5/7/02	\$.09/sheet - varies by election - over \$10,000	Yes	21-123102 (renewed through 12/31/16)	Only production source for copyrighted ballot stock that is compatible with existing ballot scanners.
Election Systems & Software, Inc.	Boone County Clerk (Elections & Voter Registration)	Voting Equipment Supplies and Equipment Maintenance	On-Going		Varies by election		112-123113SS (renewed through 12/31/16)	Only source available for maintenance on existing ES&S equipment.
ESRI - Kansas City	Information Technology for Assessor	ESRI Software for GIS System	On-Going on maintenance	State Contract #C202051001 for maintenance -exp. 2/29/04	\$4,900.00	Original purchase from State Contract C8006640 01; 2014 state contract C2020510 01	19-123102 (renewed through 12/31/16)	Only vendor that sells ArcInfo and COGO software which is compatible with NovaLIS Parcel Editor, the software used to update and maintain the Assessor's parcel maps
First Christian Church	Facilities	Parking Lot Rental	On-Going	3/8/11 C.O. 89-2011	\$17,000.00	Yes	102-123111SS (renewed through 12/31/16)	Only source available for lease of specific lot in close proximity to Government Center.
GW Van Keppel	Public Works	Repair and parts for Chip/Seal Spreader and oil distributor	On-Going	12/18/2001		Yes	07-123102 (renewed through 12/31/16)	Made-to-order machine maintenance; Only authorized distributor for parts/repair on Entyre Equipment in MO/KS.
Henke Manufacturing Corporation	Public Works	Snow Plow Parts	On-Going	Ken Pearson 12/30/10 - C.O. 610-2010		Yes	100-123111SS (renewed through 12/31/16)	Only source for comprehensive list of parts and repair for snow plows purchased from this vendor.

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #	Details
InterAct Public Safety Systems (InterAct911)	Sheriff	Maintenance on Mobile Data Terminals	On-Going	4/11/06 - Skip Elkin	\$9,448.20	Yes	63-123106SS (renewed through 12/31/16)	Sole source for maintenance on existing Bio-Key equipment.
iTera (Vision Solutions Inc)	Information Technology	GuardianSave Software - AS400 Backup Software maintenance	On-Going on Maintenance	10/21/05 - Karen Miller	\$1,800.00	No	61-123105 (renewed through 12/31/16)	Sole source for AS/400 software that backs up AS/400 database files real-time and backs them up to remote, non-proprietary storage using standard FTP protocol (a major requirement of disaster recovery.)
I/TX Information Technology Solutions, Inc.	Information Technology	SI-3000 System - (Mugshot) Software Maintenance Agreement	On-Going	11/21/02 - Don Stamper - Commission Order 489-2002	6700 (10,007.64 for 2009)	Yes - CO 489-2002	29-123103 (Renewed through 12/31/16)	Only known source for critical system upgrades and online tech support for the existing mugshot system purchased from this vendor
Knapheide Truck Equipment Company	Public Works	Hydraulic Parts and Repairs for Heavy Trucks	On-Going	2/5/02 - Karen Miller		Yes	13-123102 (renewed through 12/31/16)	Only authorized dealer for parts/repairs of Knapheide equipment in our area
L3 Communications Mobile-Vision, Inc.	Sheriff	Digital Evidence Networked Server and DEP Application Software, Single workstation, Backup/Archiving Station, Training, Wireless Access Points (2), Surge Protector	Extended Maintenance on Equipment Purchased in 2008 no longer has an EMA	3/25/08 - c.o. 151-2008		Yes	81-123108SS (renewed through 12/31/16)	Software proprietary to manufacturer of existing equipment.
L-3 Communications (Mobile Vision)	Sheriff	Video Camera Systems for Patrol Cars plus yearly maintenance agreement	On-going	c.o. 11-2009		Yes	84-123109SS (renewed through 12/31/16)	Only one source available for maintenance on existing systems purchased by this vendor.
Maintenance Connection	Facilities Maintenance & Sheriff	Software for Work Order Management	On-Going		\$2,696.40		108-123112SS (renewed through 12/31/16)	Only source for maintenance of existing software.
Michaels, Ross and Cole, Ltd.	Information Technology	Maintenance & Warranty Agreement for m-Power Database Licenses	On-Going	3/31/15 - c.o. 134-2015	\$9,108.00	Yes	120-123115SS (renewed through 12/31/16)	Only source for maintenance of database licenses

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #	Details
Mobilis Technologies	Recorder of Deeds	Software Maintenance for iRecord System	On-Going	1/17/2008		Yes - C.O. 41-2008	79-123108SS (renewed through 12/31/16)	Only source for maintenance of existing equipment.
Novell MLA - World Wide Technology	Information Technology	Software Upgrade Assurance and Maintenance	On-Going	4/18/01 - Karen Miller		State Contract C8006640 01	02-073102 (Renewed through 12/31/16)	Only source available for maintenance; ensures our Novell software stays up to date, without it we will not be able to upgrade at no charge.
Pitney Bowes, Inc	Information Technology	Annual hardware maintenance on postage and inserter machines	On-Going	8/10/11 - Ken Pearson		Yes, C.O. 375-2010	97-123110SS (renewed through 12/31/16)	Software support and maintenance for existing equipment/software purchased from this vendor.
Rave Wireless, Inc. (Rave Mobile Safety)	Joint Communications	Smart911 Subscription	6/29/15 (2 renewals)	7/22/14 Dan Atwill	\$20,000/yr	Yes, C.O. 354-2014	114-063015SS (renewed through 12/31/16)	Subscription for Smart911 - access to citizen information. Citizens can enter any information that they want 911 to have about their residence/family.
Real Vision Software, Inc.	Information Technology	Annual software support for Real Vision Software IBM Power System	On-Going	6/21/11 - Ed Robb	\$4,500.00	C.O. 232-2011	104-123111SS (renewed through 12/31/16)	Only source available for software support and updates to software purchased from RVI
Rife, Tom and Isabel	Facilities	Parking Lot Rental - lot 355 & lot 348 in close proximity to the Boone County Government Center	On-Going	1/12/10 - Ken Pearson, c.o. 38-2010		Yes	93-123110SS (renewed through 12/31/16)	Only source available for lease of specific lot in close proximity to Government Center.
Scheppers International Trucks	Public Works	International Engine and Body Parts	On-Going	12/18/2001 - Karen Miller		Yes	06-123102 (renewed through 12/31/16)	Only International distributor authorized to sell OEM parts in this area. OEM parts are warranted against failure whereas aftermarket parts only warranted for 30 days
Sellers Equipment, Inc.	Public Works	Parts & Service for JCB Trackhoe	Not needed in 2017	2/16/10 - Ken Pearson, C.O. 76-2010		Yes	94-123110SS (renewed through 12/31/16)	Nearest available provider of service for this equipment in our area.
Stenograph, LLC	Court Administration	Software Support of Stenograph software for court reporter steno machines	On-Going	3/24/05 - Skip Elkin	\$1,425.00	Yes	59-123105 (Renewed through 12/31/16)	Sole source for maintenance on existing court reporter software.

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #	Details
Sydenstricker Implement Company	Public Works	John Deere tractor service	On-Going	2/28/2009		Yes - C.O. 349-2009	88-123109SS (renewed through 12/31/16)	Sydenstricker is the only feasible source available to provide repair service in our local area. There are other John Deere service centers in Missouri, but the cost of transporting would be prohibitive.
Sympro Inc.	Treasurer	Annual Maintenance and Support Renewal - Sympro Treasury Mgt Software	On-Going	5/23/06 - Skip Elkin		No	66-123106SS (renewed through 12/31/16)	Only source to provide maintenance to the existing software.
Taser International	Prosecuting Attorney	2 Standard Evidence.com licenses: 3 years	12/31/2016	11/13/2014	\$1,700.00	Yes - C.O. 517-2014	116-123116SS (renewed through 12/31/16)	Columbia police dept. uses body cameras. This allows our prosecutors the license to view this evidence
Teamintel, LLC	Sheriff	STC-25 cellular transmission and recording device	One-Time	6/25/2015	\$8,040.00	Yes - C.O. 262-2015	119-033115SS (renewed through 12/31/16)	Only source to provide these camera systems using cellular technology used by Sheriff Dept for this application
Tech Electronics	Court Administration	Courtroom Sound System	On-Going	6/29/2001		Yes - C.O. 47-2003	03-123102 (renewed through 12/31/16)	Only source to provide maintenance to the existing sound system which they installed after being awarded the competitively bid contract.
The Hoosier Company	Resource Management	NC-97 Speed Classifier Traffic Counters	On-Going	1/31/08 - Ken Pearson		Yes - C.O. 66-2008	80-123108SS (renewed through 12/31/16)	Only one authorized dealer in our area / compatible with existing equipment.
Tri-State Construction	Public Works	Parts for Motorgrader	On-Going	12/18/2001		Yes	08-123102 (renewed through 12/31/16)	Only source for OEM John Deere parts in our area
TX-RX Systems Inc (a unit of Bird Technologies)	Joint Communications / Commission	Radio Signal Equipment	On-Going	4/28/2015	\$0.00	C.O. 188-2015	122-123115SS (renewed through 12/31/16)	System components must be compatible with existing system. Customized to us to be unique to our equipment.
West Thomson Reuters Business	Boone County Counselor	Online Legal Services	On-Going	1/9/2002		Yes	09-010902 (Renewed through 12/31/16)	West Las has a proprietary digest and research system, as well as their exclusive "Missouri Practice" series of legal treatises.

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #	Details
Workright Software,	Information Technology	Maintenance on Per Postal Software - per Zip/Per Sort	On-Going	1/8/2009		Yes - C.O. 4-2009	86-123109SS (renewed through 12/31/16)	Workright is the only vendor that can supply software upgrades to the existing software which was purchased from them.
Blue color signifies last number used.								

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

4th

day of

January

20 16

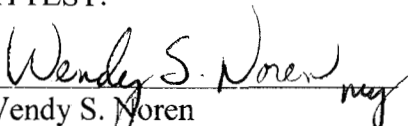
the following, among other proceedings, were had, viz:

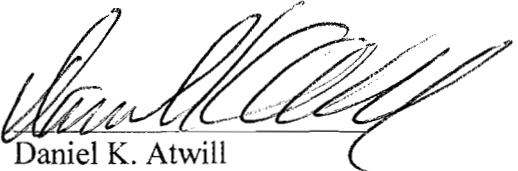
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C315117001 – Over the Phone Interpretation Services with Worldwide Interpreters Inc. of South Houston, TX.

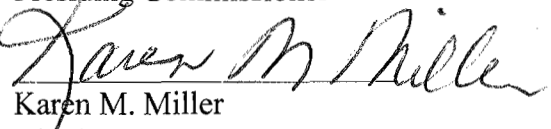
The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 4th day of January, 2016.

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

3-2016

Boone County Purchasing

Jacob M. Garrett
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Jacob M. Garrett
DATE: December 22, 2015
RE: Cooperative Contract: C315117001 – Over the Phone Interpretation Services

The County of Boone requests permission to utilize the State of Missouri cooperative contract C315117001 - Over the Phone Interpretation Services with Worlwide Interpreters Inc. of South Houston, Texas.

This is a County wide Cooperative State of Missouri contract.

cc: Contract File

**PURCHASE AGREEMENT
FOR
C315117001 – OVER THE PHONE INTERPRETATION SERVICES**

THIS AGREEMENT dated the 17th day of January 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Worldwide Interpreters Inc.**, herein “Vendor.”

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Over the Phone Interpretation Services**, in compliance with all bid specifications and any addendum issued for the State of Missouri Contract C315117001, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Contract C315117001, and Boone County Standard Terms and Conditions shall prevail and control over the vendor’s bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **Over the Phone Interpretation Services**, as specified and priced in State of Missouri’s contract C315117001.

Line Item	Description	Firm, Fixed Price
001	Spanish Language Interpretation Daytime Rate	\$0.56 <i>price per minute</i>
002	Spanish Language Interpretation Night, Weekend, and Holiday Rate	\$0.56 <i>price per minute</i>
003	Bosnian Language Interpretation Daytime Rate	\$0.65 <i>price per minute</i>
004	Bosnian Language Interpretation Night, Weekend, and Holiday Rate	\$0.65 <i>price per minute</i>
005	French Language Interpretation Daytime Rate	\$0.65 <i>price per minute</i>
006	French Language Interpretation Night, Weekend, and Holiday Rate	\$0.65 <i>price per minute</i>
007	Korean Language Interpretation Daytime Rate	\$0.65 <i>price per minute</i>
008	Korean Language Interpretation Night, Weekend, and Holiday Rate	\$0.65 <i>price per minute</i>

3-2016

Line Item	Description	Firm, Fixed Price
009	Vietnamese Language Interpretation Daytime Rate	\$0.65 <i>price per minute</i>
010	Vietnamese Language Interpretation Night, Weekend, and Holiday Rate	\$0.65 <i>price per minute</i>
011	Russian Language Interpretation Daytime Rate	\$0.65 <i>price per minute</i>
012	Russian Language Interpretation Night, Weekend, and Holiday Rate	\$0.65 <i>price per minute</i>
013	All Other Languages Interpretation Daytime Rate	\$0.65 <i>price per minute</i>
014	All Other Languages Interpretation Night, Weekend, and Holiday Rate	\$0.65 <i>price per minute</i>
015	Cancellation Fee for less than twenty-four (24) hours notice for scheduled language interpretation services	\$0.00 <i>price per each</i>

3. **Contract Term** - This agreement shall commence on **the date written above and extend through June 30, 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 12-month period** subject to the pricing clauses in the Contractor's bid response.

4. **Billing and Payment** - All billing shall be invoiced to the using department. 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 Monthly Statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

WORLDWIDE INTERPRETERS INC.

BOONE COUNTY, MISSOURI

by [Signature]
title CEO

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

APPROVED AS TO FORM:

ATTEST:

by: [Signature]
County Counselor

[Signature]
Wendy S. Noren, County Clerk

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

[Signature] by [Signature] 12/23/15
Signature Date Term and Supply Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to

a particular bid should be directed to the Purchasing Department prior to bid opening.

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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.



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

NOTIFICATION OF STATEWIDE CONTRACT

Date: July 10, 2015

CONTRACT TITLE: Over the Phone Interpretation Services

CURRENT CONTRACT PERIOD:	July 1, 2015 through June 30, 2016	
RENEWAL INFORMATION:	Original Contract Period:	July 1, 2015 through June 30, 2016
	Renewal Options Available:	2
	Potential Final Expiration:	June 30, 2018
BUYER INFORMATION:	Jacqueline Satterlee (573) 751-4925 Jacqueline.satterlee@oa.mo.gov	

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

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

Local Purchase Authority should not be used to purchase supplies/services included in this contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternative services elsewhere.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://oa.mo.gov/purchasing-materials-management>.

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C315117001	7605752820 0	Worldwide Interpreters 516 Missouri St South Houston TX 77587-4521 Phone: 866-967-5313 Fax: 713-941-1030 Email: james.villarreal@e-wwi.com	No	No

STATEWIDE CONTRACT HISTORY

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

Contract Period	Issue Date	Summary of Changes
07/01/15 – 06/30/16	07/10/15	Updated the telephone number for the contractor
07/01/15 – 06/30/16	05/01/15	Initial issuance of new statewide contract

INSTRUCTIONS FOR STATE AGENCIES FOR TELEPHONE BASED INTERPRETER SERVICES

1. For further information on the Civil Rights' Title VI Limited English Proficiency (LEP) Policy Guidance, state agencies may view www.lep.gov or may contact the following:

U.S. Department of Health and Human Services
Office for Civil Rights, Region VII
601 East 12th Street, Room 353
Kansas City, Missouri 64106
Phone: 816-426-7238 or 800-368-1019

2. A state agency utilizing this contract may be required to have an account established with the contractor prior to utilizing services. If necessary, the state agency shall provide all information requested by the contractor, including, but not limited to the name of the state agency requesting services, the name of the department/division if applicable, the state agency contact including telephone and fax number, the address which invoices must be sent to, and the address to which any instruction materials should be sent. In addition, if sub-unique codes are required by the state agency, the state agency will need to indicate the number of sub-unique codes required.
3. State agencies are encouraged to complete the customer survey attached to the end of the statewide notice regarding the contract and contractor performance.
4. If your state agency encounters any problems regarding quality of the service or timeliness of service, complaints should be sent in writing to Jacqueline Satterlee, Division of Purchasing and Materials Management.
 - In addition, to help monitor the performance of the contractors and ensure quality services are provided to state agencies, state agencies are strongly encouraged to document instances when the contractors are unable to provide the requested services and submit such documentation to the attention of Jacqueline Satterlee, Division of Purchasing and Materials Management.

1. PRICING PAGE

Over the Phone Language Interpretation Services: (c/s code 91144).

Line Item	Description	Firm, Fixed Price
001	Spanish Language Interpretation Daytime Rate	\$0.56 <i>price per minute</i>
002	Spanish Language Interpretation Night, Weekend, and Holiday Rate	\$0.56 <i>price per minute</i>
003	Bosnian Language Interpretation Daytime Rate	\$0.65 <i>price per minute</i>
004	Bosnian Language Interpretation Night, Weekend, and Holiday Rate	\$0.65 <i>price per minute</i>
005	French Language Interpretation Daytime Rate	\$0.65 <i>price per minute</i>
006	French Language Interpretation Night, Weekend, and Holiday Rate	\$0.65 <i>price per minute</i>
007	Korean Language Interpretation Daytime Rate	\$0.65 <i>price per minute</i>
008	Korean Language Interpretation Night, Weekend, and Holiday Rate	\$0.65 <i>price per minute</i>
009	Vietnamese Language Interpretation Daytime Rate	\$0.65 <i>price per minute</i>
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014	All Other Languages Interpretation Night, Weekend, and Holiday Rate	\$0.65 <i>price per minute</i>
015	Cancellation Fee for less than twenty-four (24) hours notice for scheduled language interpretation services	\$0.00 <i>price per each</i>

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide over the phone language interpretation services (hereinafter referred to language interpretation services) for clients of any requesting agency of the State of Missouri (hereinafter referred to as the state agency) on behalf of the State of Missouri, Office of Administration, Information Services Technology Division, in accordance with the provisions and requirements stated herein.
- a. For purposes of this document, language interpretation shall be defined as the interpretation of English to a foreign language, including dialects of a foreign language, or the interpretation of a foreign language, including dialects of a foreign language, to English. A dialect shall be defined as the local tongue, derivation, or idiom of a language. A foreign language shall be defined as any language, including Native American languages, other than English.
 - b. For purposes of this document, a state agency shall be defined as a division existing within a Department of the Missouri State Government. The various sections, bureaus, offices, programs, boards, etc. that may exist within a division shall be considered part of that state agency.
- 2.1.2 The contractor shall understand and agree that clients of a state agency may include mental health patients, children, families affected by child abuse and neglect, the elderly, individuals from overseas, criminal defendants, patients with head injuries, disabled individuals, witnesses and parties in non-criminal court proceedings, state agency clients, and state agency employees.
- 2.1.3 The contractor shall provide the services on an as needed, if needed basis, seven (7) days a week, twenty-four (24) hours a day, three hundred and sixty-five (365) days per year. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.
- 2.1.4 In the event the state agency client requests a volunteer, friend, family member, etc. to provide language interpretation services, the contractor shall agree and understand that the state agency may utilize a volunteer, friend, family member, etc. to provide the necessary language interpretation services.
- 2.1.5 Cooperative Procurement Program - If the contractor has indicated agreement on the Exhibit B with participation in the Cooperative Procurement Program, the contractor shall provide language interpretation services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- a. In addition, on a case-by-case basis, the contractor may agree to provide language interpretation services to direct client service providers or grantees of a state agency. The contractor shall further understand and agree that the State of Missouri bears no responsibility or financial liability for any such services.
- 2.1.6 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Contractor Personnel Requirements:

- 2.2.1 The individual designated by the contractor to provide language interpretation services (hereinafter referred to as the interpreter) must possess sufficient education, training, and experience to proficiently interpret verbal communications from English to a foreign language and from a foreign language to English.

- a. The contractor shall agree and understand that the demonstrated proficiency of the interpreter shall be to the sole satisfaction of the utilizing state agency. In addition, the contractor shall replace any interpreter that does not demonstrate satisfactory proficiency, as determined by the utilizing state agency.

2.2.2 Contractor personnel interpreting capabilities shall include, but not be limited to interpreting medical concepts and language, medical brochures, mental health testing, evaluation, therapy, and other mental health topics, legal topics and concepts that focus on a client's incarceration, capacity, etc., and highly technical concepts such as data processing terms. Interpreters with specialized skills should be the preferred interpreters for providing language interpretation services including such topics.

- a. The interpreters provided by the contractor must accurately interpret all terminology and concepts related to the language being interpreted.

2.2.3 In the event a problem or conflict occurs with an interpreter provided by the contractor, the state agency will immediately notify the contractor.

2.2.4 The contractor and the contractor's interpreters shall not provide advice and shall not express opinions on the subject matter being discussed during a language interpretation session. In addition, the contractor and the contractor's interpreters shall not add to, delete from, or attempt to change or alter the specific meaning of the communication being interpreted.

2.2.5 The contractor and the contractor's interpreters shall be culturally competent, sensitive, and respectful of the clients for which language interpretation services are provided.

2.3 Performance Requirements:

2.3.1 Physical Environment:

- a. The physical environment from which the interpreter provides language interpretation services is very important. There may be numerous factors that impede effective and efficient delivery of language interpretation services and the contractor's interpreters must avoid such factors. The contractor and the contractor's interpreters must consider the following when providing language interpretation services:

- 1) The contractor's interpreter must be able to hear the incoming voice. The area used for language interpretation services must be as quiet as possible (e.g. free from vehicular traffic, people talking, telephones ringing, etc.), and must be free from distractions that would divert attention or interfere with providing language interpretation services.

2.3.2 Equipment/Phone Access Requirements:

- a. The contractor's interpreters should utilize a binaural headset (e.g. an earpiece for each ear instead of a hand-held telephone) with a noise-cancelling microphone and volume control.
- b. The contractor shall provide a toll-free phone number for state agencies to contact the contractor to request language interpretation services and for the provision of language interpretation services that is free of any interference (e.g. call waiting, beeping, or other features that would be distracting or would interfere with the provision of language interpretation services in any way).
- c. The contractor and the contractor's interpreters should not utilize cell phones, pay phones, or cordless phones. In the event a cell phone or cordless phone is utilized, the contractor shall ensure that such phones do not completely discharge during the provision of language interpretation services.
- d. The contractor shall have a system in place so that state agencies never receive a busy signal when calling the contractor to request language interpretation services. The contractor may utilize an answering service. In addition, the contractor's system shall allow phone calls to "rollover" in the event all of the contractor's

interpreters are busy so that callers are placed on hold and calls are answered in the order in which the calls were received.

- e. The contractor shall ensure all language interpretation services are provided uninterrupted, including no dropped calls.
- f. The contractor shall have the ability to provide three-way language interpretation services if requested by a state agency.
- g. The contractor shall have an average connect time of less than one (1) minute. However, in no event shall the connect time be greater than five (5) minutes. In the event the connect time is greater than five (5) minutes, the contractor shall be subject to the liquidated damages clause stated herein.
- h. The contractor shall not begin charging a state agency for language interpretation services until the contractor's interpreter is on the line and has begun providing language interpretation services (e.g. if the state agency or the state agency client is on hold waiting for an interpreter to provide language interpretation services, the contractor shall not charge the state agency for the hold time).

2.3.3 The contractor should have a quality assurance policy in place to monitor phone line sound quality on the part of the interpreter.

2.4 State Agency Enrollment Requirements:

2.4.1 State agencies that utilize the contract will send the contractor a written, signed request referencing the contract number on state agency letterhead requesting that an account be established for that state agency. The state agency will include the name of the department, the division, the contact for the state agency including the phone, fax, and email address for such contact, the address in which invoices must be sent, and to whom and when training materials should be sent.

- a. The contractor shall have a fax machine with a toll-free number in order to accept the written, signed request for an account to be established. In addition, the contractor shall have internet access in order to accept a written, signed request for an account to be established electronically.

2.4.2 The contractor shall only provide language interpretation services to state agencies that have enrolled with the contractor. The contractor shall only accept enrollment requests on state agency letterhead or from a mo.gov email address. The contractor shall not charge an enrollment fee.

2.4.3 Within five (5) working days following a state agency's enrollment, the contractor shall provide the state agency with the name, address, and phone number of the contractor's representative(s) that will service the state agency in event of questions and scheduling of assignments.

2.4.4 The contractor shall assign each state agency a unique identification code prior to the provision of language interpretation services under the contract. If requested by a state agency, the contractor shall provide an additional unique sub-identification code(s) that may be assigned to a state agency's different divisions, employees, or outlying offices. The contractor should allow a state agency to choose their own unique sub-identification code(s). In the event a state agency is not allowed to choose their own unique sub-identification code(s), the contractor shall have an easily identifiable breakdown of unique sub-identification codes for each state agency utilizing the contractor's services.

2.4.5 Contractor Training Requirements:

- a. The contractor must have a training program for state agency personnel regarding how to use the language interpretation services contract. The contractor must provide the training program to each requesting state agency within ten (10) working days following the request for the training, unless a different timeframe is otherwise agreed upon by the state agency.

- 1) The training program may be an automated phone recording, webinar, a video recording, etc. that can be mailed or electronically provided to the state agency.
- b. The contractor must provide each state agency with a brochure, pamphlet, poster, or other written materials so that a state agency client that speaks a foreign language may identify the foreign language they speak to the state agency by pointing to the appropriate language in the written materials. The written materials should include all major foreign languages. The contractor shall not charge a state agency for such materials.
- c. As requested, the contractor must provide each state agency with self-adhesive stickers/labels to be placed on the state agency phones with the contractor name, the state agency identification code issued, the phone number for services, and brief instructions. Stickers/labels should be approximately two (2) inches long by two (2) inches wide in size. Additionally, the contractor shall supply post cards with the same information, as requested. The contractor shall not charge a state agency for such materials.

2.5 Language Interpretation Requirements:

2.5.1 The contractor shall understand and agree that language interpretation services shall include both scheduled and on-demand services.

2.5.2 On-Demand Language Interpretation Service Requirements:

- a. The state agencies estimate that the majority of language interpretation services required will be on an on-demand basis and cannot be scheduled in advance. Language interpretations services may be required at the time the state agency phones the contractor. In such event, the contractor shall provide language interpretation services upon receiving a call from a state agency. If the contractor is unable to provide language interpretation services as requested, the state agency will report such to the Division of Purchasing and Materials Management.

2.5.3 Scheduled Assignment Requirements:

- a. The contractor shall coordinate all language interpretation assignments with the state agency requesting language interpretation services. The contractor shall understand and agree that the contractor shall be under the direction of the specific state agency personnel within the requesting state agency requesting the provision of language interpretation services.
- b. The contractor shall either directly provide language interpretation services or shall arrange for the provision of language interpretation services within the timeframe specified by the state agency.
- c. When required for a particular language interpretation assignment, the contractor shall provide interpreters with specific experience and/or qualifications, as requested by the state agency. The state agency shall provide the contractor with the required experience and/or qualifications at least 48 hours prior to assignment.
- d. A state agency reserves the right to reject any or all interpreters selected by the contractor as unacceptable. A state agency shall provide the contractor with written justification for each interpreter rejection within five (5) working days of such rejection.
 - 1) In addition, the contractor shall agree and understand that a state agency shall have the right to reject an interpreter based on prior experience. A state agency will provide the contractor with justification for such rejection; however, the decision made by a state agency regarding the use of a rejected interpreter shall be final and without recourse.

- e. The contractor should refuse to provide language interpretation services if a qualified interpreter in the language requested by the state agency is not available in accordance with the schedule required by the state agency. If language interpretation services are not refused by the contractor at the time of request by the state agency, the contractor must notify the state agency at least twenty-four (24) hours prior to the

scheduled language interpretation service if a qualified interpreter in the state agency requested language is no longer available.

1) In addition, the contractor may refuse to provide language interpretation services if cultural differences exist between the contractor's interpreter and the state agency client.

f. In the event a conflict or problem occurs with the contractor's interpreter, the state agency will notify the contractor of the conflict or problem as soon as possible.

g. In the event a scheduled interpreter is unable to keep a scheduled language interpretation appointment, the contractor shall notify the state agency in advance of such. The contractor shall make every effort to provide at least twenty-four (24) hours notice. The contractor shall attempt to provide a substitute interpreter with credentials and skills equal to the originally scheduled interpreter. The contractor shall not charge additional fees for providing a substitute interpreter.

1) In the event the contractor is unable to provide a substitute interpreter for reasons beyond the contractor's control, the contractor must notify the requesting state agency of the contractor's inability to perform the requested language interpretation services.

- Notifying the state agency in advance shall relieve the contractor from providing a substitute interpreter for only that particular language interpreting assignment.

2.5.4 In the event a state agency cannot determine the foreign language for which language interpretation services are required, the contractor or the contractor's interpreter must be able to determine such after speaking with the state agency's client.

2.6 Security Background Check/Screening Requirements:

2.6.1 For scheduled language interpretation services only and if requested by a state agency, any interpreter provided by the contractor must have a successful security background check performed by the requesting state agency prior to the provision of language interpretation services under the contract. A Security Release Authorization Form, provided as Attachment 2, must be completed, individually signed, and returned to the state agency by the contractor and each of the contractor's interpreters for which a security background check is requested.

2.6.2 Listed below are additional, but not necessarily all checks/screenings that a state agency may conduct for interpreters proposed to provide language interpretation services.

- a. A lifetime criminal background check;
- b. A driver and motor vehicle check;
- c. A social security number verification check;
- d. A five (5) year work history check;
- e. A drug screening;
- f. An abuse and neglect screening; and
- g. A Medicaid fraud screening.

2.6.3 State agencies shall be responsible for all costs related to background checks and any additional checks and screenings.

2.7 State Agency Requirements:

2.7.1 The state agency will instruct the contractor on the nature of the call and what type of information is required to be interpreted prior to the provision of services. In addition, the state agency will attempt to give the contractor as much background information as possible including, but not limited to the client's name, cultural background, etc. In the event the state agency does not know the language to be interpreted, the state agency will immediately advise the interpreter or some other contractor personnel.

2.7.2 The state agency shall attempt to give the contractor at least twenty-four (24) hours notice of a cancellation of a language interpretation service previously scheduled.

2.7.3 The state agency will provide their own phone lines and phones.

2.8 Liquidated Damages Requirements:

2.8.1 The contractor shall agree and understand that the provision of language interpretation services in accordance with the requirements and delivery schedule stated herein is considered critical to the efficient operations of the State of Missouri. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the specified requirements and specified delivery schedule, the contractor shall agree and understand that the amounts identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event the contractor is more than fifteen (15) minutes late in providing a scheduled language interpretation services, the contractor shall be charged liquidated damages equal to the firm, fixed price per minute for fifteen (15) minutes for the appropriate language interpretation service and time of day as specified on the Pricing Pages of the contractor's awarded proposal.
- b. If the contractor's interpreter does not provide a scheduled or on-demand language interpretation service and fails to provide a replacement interpreter, the contractor shall be charged liquidated damages for late services equal to the firm, fixed price for one hundred and twenty (120) minutes for the appropriate language interpretation service and time of day as specified on the Pricing Pages of the contractor's awarded proposal. In addition, if it is necessary for the state agency to obtain language interpretation services elsewhere as a result of the contractor's inability to provide services, the contractor shall be charged the difference between the prices charged by the replacement language interpretation service source and what the contractor's services would have cost based on the price per minute for the appropriate language in accordance with the contractor's awarded proposal.
- c. In addition to the liquidated damages specified above, the contractor shall be charged liquidated damages in the amount of twenty-five (25) dollars for the state agency's administrative time and expenses for processing liquidated damages. If the state agency obtains language interpretation services from a replacement source, the contractor shall be charged liquidated damages in the amount of twenty-five (25) dollars for the state agency's administrative time and expenses for locating a replacement source.
- d. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
- e. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- f. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.9 Invoicing and Payment Requirements:

2.9.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).

- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

- 2.9.2 Invoicing – The contractor shall submit monthly itemized invoices, by each unique sub-identification code, to each state agency for which language interpretation services were provided. The invoices shall state the contract number, the contractor's federal identification number, the language interpreted, the length of the language interpretation service, and the date and time of the language interpretation service.
- 2.9.3 Payments – The contractor shall be paid in accordance with the applicable firm, fixed prices stated on the Pricing Pages of the contractor's awarded proposal, less any liquidated damages assessed. Charges for language interpretation services shall be rounded up to the next minute. For example, in the event the total time of a language interpretation service is less than thirty (30) seconds, the contractor shall be paid for one (1) minute of service. In addition, the following shall apply:
 - a. The contractor shall not charge a minimum fee per month, per state agency;
 - b. Daytime rates shall apply from 5:00 a.m. until 5:00 p.m. Central Time, Monday through Friday;
 - c. Night rates shall apply from 5:01 p.m. until 4:59 a.m. Central Time, Monday through Friday;
 - d. Weekend rates shall apply from 5:01 p.m. Central Time on Friday evening until 4:59 a.m. Central Time on Monday morning;
 - e. Holiday rates shall apply during designated State of Missouri holidays as specified on the following website: <http://oa.mo.gov/commissioner/state-holidays>;
 - f. In the event scheduled language interpretation services are cancelled by a state agency without at least twenty-four (24) hours notice, the contractor shall be paid the applicable firm, fixed price for such as stated on the Pricing Pages of the contractor's awarded proposal; and
 - g. In the event the state agency requires the contractor to provide three-way language interpretation services that result in the contractor contacting a third party through an international call, the contractor shall be reimbursed for the actual and reasonable international phone expenses in addition to the firm, fixed price per minute for the applicable language interpretation service.
- 2.9.4 In the event the language interpretation service provided was incomplete, inaccurate, or improperly or incompetently performed as determined by the state agency, the contractor shall not receive payment for such language interpretation service.
- 2.9.5 In no event shall the contractor invoice for any service which could include, but not necessarily be limited to any of the following:
 - a. State agency or client enrollment fees;
 - b. Minimum time, either per call or per minute; and
 - c. Time while on hold or any other time until an interpreter is able to provide language interpretation services.
- 2.9.6 Each state agency utilizing the contract shall only be responsible for the payment for services provided to that state agency.

- 2.9.7 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.9.8 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
- 2.9.9 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 2.9.10 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- 2.9.11 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

2.10 Missouri Statewide Contract Quarterly Administrative Fee:

- 2.10.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- 2.10.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- 2.10.3 Payments shall be made using one of the following acceptable payment methods:
- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City, MO 65102. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
 - **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing and Materials Management at (573) 751-2387.
- 2.10.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.11 Missouri Statewide Contract Quarterly Administrative Fee Report:

- 2.11.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing and Materials Management which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

2.11.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.11.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following DPMM website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 3. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City MO 65102
- **Fax:** (573) 526-9815
- **Email:** ereports@oa.mo.gov

2.11.4 The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

2.12 Missouri Statewide Contract Quarterly Usage Report:

2.12.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing and Materials Management (DPMM) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to DPMM.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service provided, including language in which services were provided.

Data Element	Description
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Provided	Quantity of services provided (i.e. number of minutes of service). Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

2.12.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing and Materials Management no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

2.12.3 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment 4 which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

2.12.4 The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

2.13 Other Contractual Requirements:

2.13.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or

no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 2.13.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.13.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Pages of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 2.13.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.13.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.13.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general

public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

- 2.13.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 2.13.8 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.
- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
 - b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
 - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.

2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

d. By no later than thirty (30) calendar days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.13.9 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

2.13.10 Authorized Personnel:

a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.

c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and

2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and

3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.13.11 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.13.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.13.13 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

2.13.14 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.13.15 Force Majeure - The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

2.14 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

2.14.1 The contractor and any subcontractors must comply with all reporting requirements as published at any time during the contract period in order to allow for accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.

2.14.2 Applicable Laws and Regulations - In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.

- a. Uniform Administrative Requirements - OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments; and 2 CFR 215 – Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

b. Cost Principles:

- 1) 2 CFR 225 – State, Local and Indian Tribal Governments (OMB Circular A-87);
- 2) 2 CFR 230 – Non-Profit Organizations (OMB Circular A-122);
- 3) 2 CFR 220 Educational Institutions (OMB Circular A-21);
- 4) 48 CFR 31.2 – For-Profit Organizations; and
- 5) 45 CFR 74 Appendix E – Hospitals.

- 2.14.3 Steven’s Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, “Steven's Amendment”, the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. The percentage of the total costs of the program or project which will be financed with Federal funds;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 2.14.4 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 2.14.5 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 2.14.6 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 2.14.7 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 2.14.8 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 2.14.9 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 2.14.10 The contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement:
(<http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>)
- 2.14.11 The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.
- 2.14.12 The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor’s personnel under a criminal drug statute for violations occurring on the contractor’s premises or off the contractor’s premises while

conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.

2.14.13 Contractor Whistleblower Protections:

- a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- b. The contractor’s employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

2.14.14 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
- i. Missouri Governor’s E.O. #05-30; and
- j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

2.15 Business Associate Provisions:

2.15.1 Health Insurance Portability and Accountability Act of 1996, as amended – The contractor shall agree and understand that some of the state agencies that may utilize the contractor’s services are subject to and must comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. If services are performed for such state agency, the state agency and the contractor are both subject to and must comply with such HIPAA provisions. The contractor constitutes a “Business Associate” of such state agency. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

- a. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - 1) “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”,

“required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

- 2) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
 - 3) “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
 - 4) “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.
 - 5) “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - 6) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - 7) “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - 8) “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 9) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - 10) “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
 - 11) “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
 - 12) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - 13) “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
 - c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the

provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

2.15.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

- a. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.
- b. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- c. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- d. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- e. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- f. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).
- g. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.
- h. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

2.15.3 Obligations and Activities of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

- 3) Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - 4) Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - 5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
 - d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
 - e. By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
 - f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
 - g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
 - h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
 - i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any

remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
- p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative

Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

2.15.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

2.15.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

2.15.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

Company ID Number: 103844

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and WorldWide Interpreters, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 103844

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: WorldWide Interpreters, Inc.

Company Facility Address: 516 Missouri
South Houston, TX 77587

Company Alternate Address: _____

County or Parish: HARRIS

Employer Identification Number: 760575282

North American Industry
Classification Systems Code: 541

Parent Company: _____

Number of Employees: 5 to 9 Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

TEXAS 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Alma R Rees
Telephone Number: (713) 941 - 1911 Fax Number: (713) 941 - 1030
E-mail Address: alma.rees@e-wwi.com

Name: Fred E Grissom
Telephone Number: (713) 941 - 1911 Fax Number: (713) 941 - 1030
E-mail Address: fred.grissom@e-wwi.com

Name: James Villarreal
Telephone Number: (713) 941 - 1911 Fax Number: (713) 941 - 1030
E-mail Address: wwj@e-wwi.com

Name: Danny Anaya
Telephone Number: (713) 941 - 1911 Fax Number: (713) 941 - 1030

Company ID Number: 103844

E-mail Address: danny.anaya@e-wwi.com

Company ID Number: 103844

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

02/29/2008

Signature

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 16

In the County Commission of said county, on the 4th day of January 20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to C & M Bonding, Inc. in the amount of \$7,627.49, as recommended by the County Treasurer.

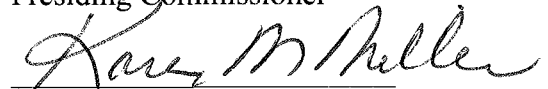
Done this 4th day of January, 2016

ATTEST:

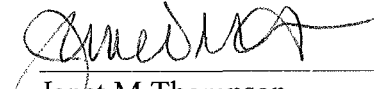
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Commission Order:

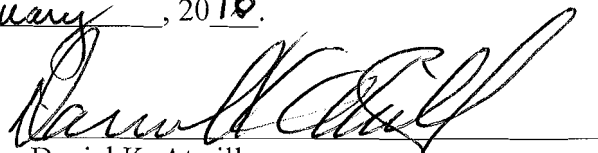
Now on this day the County Commission of the County of Boone does hereby take up the matter of the disposition of the **2014** tax sale surplus relating to **Parcel #16-315-00-14-024.00**

Pursuant to the provisions of RSMo §140.230, as revised, the Commission has the authority to approve claims for any tax sale surplus that is being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for said surplus. In this instance, the owner of record at the time the subject property went to tax sale was **C & M Bonding, Inc.**, a Missouri corporation that was administratively dissolved on November 8, 2007. The sole shareholders, officers, and directors of that dissolved corporation have filed an affidavit indicating their status as the only interested parties in said corporation, and they have filed a verified surplus claim with the Boone County Treasurer claiming the tax proceeds through the Law office of Patavee Vandilok, P.C., 8855 Flamingo Ct., Ste. 202, St. Louis, MO 63144. The verified surplus claim, the affidavit, a copy of the Deed recorded as Document No. 9446, at Book 1518, Page 595, Boone County Records, and other supporting documentation are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

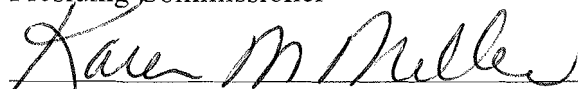
The County Treasurer, based upon the documents presented to his office and made a part of the record before the Commission, is satisfied that **C & M Bonding, Inc.** was the record owner of the subject property at the time of the delinquent land tax auction and as such is entitled to the total surplus of **\$7,627.49**, and recommends that the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to **C & M Bonding, Inc.** in the amount of **\$7,627.49** via check payable to **C & M Bonding, Inc.** in that amount.

Done this 4th day of January, 2016.



Daniel K. Atwill
Presiding Commissioner

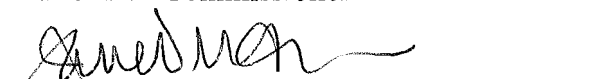


Karen M. Miller
District I Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Janet M. Thompson
District II Commissioner



Tom Darrough
BOONE COUNTY TREASURER

SURPLUS CLAIM

NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

I, C & M Bonding Inc. shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$7,627.49 resulting from the tax certificate sale conducted by the Boone County Collector on 9/25/2014. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not waive legal right of property redemption within statutory limits
The Boone County Treasurer processes surplus claims without charge
Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
The claim may not be approved as submitted, and additional information might be requested

Property: Address: 512 Mary St.
Parcel: 16-315-00-14-015.00
Legal Description: L12 EC Clinkscale 2nd Addn to City of Columbia as shown in Plat Book/Page 2/40

Current mailing address:

Cody William Ice, President, C&M Bonding, Inc. c/o Law Office of Pataves Vanadilok, P.C.
Street 8855 Flamingo Ct., Suite 202
St. Louis, MO 63144 (See attached POA)

City State Zip

Social Security Number: 493-416-10409
Driver's License/State ID Number: See U.S. Passport being submitted because Mr. Ice says he currently has no DL/state ID
Daytime Telephone Number(s): For Ice: 417-250-4963/ For Vanadilok: 314-761-7901

Signature Date

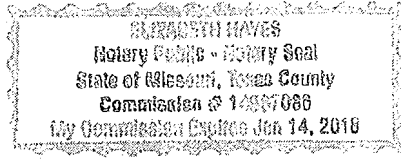
State of Missouri
County of Texas

On this 20th day of October In the year 2015, before me, the undersigned notary public, personally appeared Cody William Ice, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Elizabeth Hays
Notary Public

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201.
YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S LICENSE(S) OR STATE ID(S).
Once paperwork is received and verified a check will be issued and mailed to address above.

BOONE COUNTY GOVERNMENT CENTER
801 EAST WALNUT STREET, ROOM 205
COLUMBIA, MISSOURI 65201
(573) 886-4365
FAX (573) 886-4369
TREASURER@BOONECOUNTYMO.ORG
WWW.SHOWMEBOONE.COM/TREASURER



LIMITED POWER OF ATTORNEY

Know All Men by These Presents: That I, the undersigned, Cody William Lee ("Grantor"), of the State of Missouri, have made, constituted and appointed, and by these presents, do make, constitute and appoint Patavee (Patty) Vanadilok ("Attorney-in-Fact"), of the County of St. Louis, State of Missouri, as my true and lawful attorney-in-fact, for me and in my name and stead, and for my use and benefit, the limited power to claim funds on my behalf that are claimable by me and that are currently held by any government agency or non-governmental organization, which limited powers are further delineated herein by this instrument.

I hereby Give and Grant unto my said attorney-in-fact authorization for the following limited powers:

To have full authority and power to make inquiries about monies or funds that may be claimable by me from any government agency or non-governmental organization; and

To have full authority and power to complete and submit any processing, forms or documentation necessary to prove my eligibility for such funds which are claimable by me; and

To have full authority and power to receive, endorse and deposit any such claimed funds into an appropriate trust account or IOLTA ("Interest on Lawyer Trust Account") account for my benefit and distribution per my direction; and

To have full authority and power to distribute any such claimed funds received from any government agency or non-governmental organization according to my direction; first, by deducting any fees, costs or expenses which may be due by contractual agreement; and second, by then distributing the remainder of any such funds to me, for my benefit.

It is my intent that my attorney-in-fact shall perform any and all other acts necessary or incident to the performance and execution of the limited powers herein expressly granted with power to do and perform all acts authorized hereby; as fully as I could or might do if I were personally present.

A photocopy of this document may be relied upon as if it were an original.

This Limited Power of Attorney will cease and terminate twelve (12) months from the date hereof.

In Witness Whereof, I have hereunto set my hand the 21st day of September, 2015.

[Signature]
Cody William Ice, Grantor

9-21-15
Date

STATE OF MISSOURI)
) ss
COUNTY OF Texas)

On this 21st day of September, 2015, before me personally appeared Cody William Ice, known to me to be the person who executed the within Limited Power of Attorney and acknowledged to me that he executed the same of his free act and deed and for the purposes therein stated.

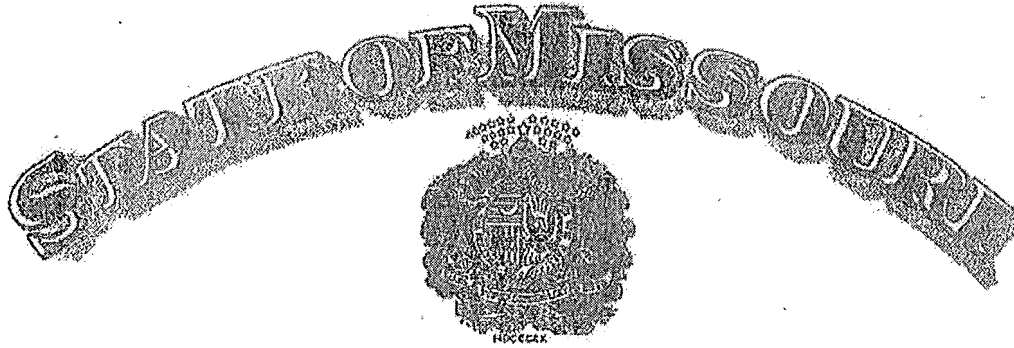
In Testimony Whereof, I have set my hand and affixed my official seal in the jurisdiction aforesaid, the day and year first above written.

[Signature]
Notary Public

My term expires: 10-30-16



KAMBERS BELLER
My Commission Expires
October 30, 2016
Texas County
Commission 012476807



DEPARTMENT OF INSURANCE, FINANCIAL
INSTITUTIONS AND PROFESSIONAL REGISTRATION

P.O. Box 690, Jefferson City, Mo. 65102-0690

In the Matter of:)
C&M BONDING, INC.) Case No. 06-0822276C
AND)
CODY W. ICE,)
Respondents.)

CONSENT ORDER

DOUGLAS M. OMMEN, Director of the Department of Insurance, Financial Institutions and Professional Registration takes up the above matter for consideration and disposition. The Division of Consumer Affairs, through legal counsel Tamara A. Wallace, and Cody W. Ice as an individual and as President of C&M Bonding, (hereinafter "Respondents") have reached a settlement in this matter and Respondent has consented to the issuance of this Consent Order.

Findings of Fact

1. Douglas M. Ommen is the duly appointed Director of the Missouri Department of Insurance, Financial Institutions and Professional Registration (hereinafter,

"Director") whose duties, pursuant to Chapters 374 and 375, RSMo, include the supervision, regulation and discipline of bail bond agents and general bail bond agents.

2. The Missouri Department of Insurance, Financial Institutions and Professional Registration ("the Department"), first issued a bail bond agent license (License No. BB 303964) to Cody W. Ice on September 26, 1984. Respondent Ice's bail bond agent license expired on September 26, 2007.

3. The Department issued a general bail bond agent license (License No. GC8004376) to C&M Bonding, Inc. on August 7, 1997. Respondent C&M Bonding, Inc.'s license expired on August 7, 2007.

4. Respondent Ice is currently and at all times relevant, President of Respondent C&M Bonding, Inc., a corporation registered with the Missouri Secretary of State (Charter No. 00437710). Further, Respondent Ice was at all times relevant, an appointed agent, authorized to write upon Respondent C&M Bonding, Inc.'s surety.

5. The terms set forth in this Consent Order are an appropriate disposition of this matter and entry of this order is in the public interest.

6. On March 21, 2007, the Director, through counsel, filed his First Amended Complaints with the Administrative Hearing Commission, seeking cause to discipline Respondents' respective licenses pursuant to sections, 374.755.1(4) and (6), RSMo (Supp. 2005). See AHC Case Numbers 06-1629 DI and 06-1630 DI.

7. The Director, through counsel, alleged that Respondents obtained or attempted to obtain compensation as a bail bond agent by means of fraud, deception, or misrepresentation, grounds for disciplining Respondents' licenses pursuant to section

374.755.1(4), RSMo (Supp. 2005). The facts of the Director's allegations are stated in the Director's First Amended Complaints and incorporated as to though fully set forth herein.

8. The Director, through counsel, further alleged that Respondents failed to satisfy multiple bond forfeiture judgments, a violation of section 374.783.1, RSMo (Supp. 2005) and grounds for disciplining Respondents' licenses pursuant to section 374.755.1(6), RSMo (Supp. 2005). The facts of the Director's allegations are stated in the Director's First Amended Complaints and incorporated as to though fully set forth herein.

9. Although Respondents received notice and the opportunity to do so, Respondents failed to file an Answer with the Administrative Hearing Commission.

10. On or about July 30, 2007, the Department collected Respondents' statutorily assigned funds in the amount of \$25,000 and distributed said funds to the Circuit Court of Texas County to satisfy multiple bond forfeiture judgments entered against Respondents. As a result, Respondent C&M Bonding, Inc. is no longer authorized to conduct bail bond business in the State of Missouri.

11. Without admitting to the allegations raised by the Director or the Consumer Affairs Division, Respondents have stipulated and agreed to waive any rights that he or it may have to a hearing before the Administrative Hearing Commission or the Director and any rights to seek judicial review or other challenge or contest of the terms and conditions of this Order and forever releases and holds harmless the Department, the Director and his agents, and the Consumer Affairs Division from any and all liability and claims arising out of, pertaining to or relating to this matter.

12. The Director is authorized to enforce this order and should Respondents fail to comply with the conditions set forth herein, the Director or his successors, without any limitation, may initiate any action authorized by law.

Conclusions of Law

13. The Director is authorized to issue this Consent Order in the public interest pursuant to sections 374.046, and 621.045, RSMo (Supp. 2006), and section 374.280, RSMo (2000).

14. Entry of this Order is in the public interest.

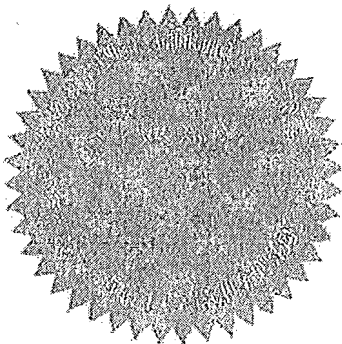
ORDER

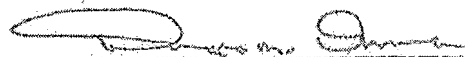
IT IS ORDERED THAT Respondent Cody W. Ice's bail bond agent license is hereby revoked.

IT IS FURTHER ORDERED THAT Respondent C&M Bonding, Inc.'s general bail bond agent license is hereby revoked.

EACH signatory to this Consent Order certifies by signing that he or she is fully authorized, in his or her own capacity, or by the named party he or she represents, to accept the terms and provisions of this Consent Order in their entirety, and agrees, in his or her personal or representational capacity, to be bound by the terms of this Consent Order.

SO ORDERED, SIGNED AND OFFICIAL SEAL AFFIXED THIS 7th DAY
OF November, 2007.




DOUGLAS M. OMMEN
Director, Missouri Department of
Insurance, Financial Institutions &
Professional Registration

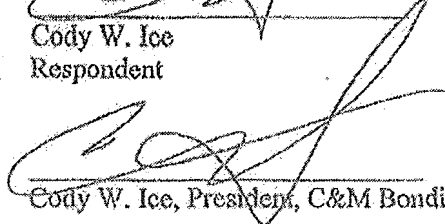
CONSENT AND WAIVER OF HEARING

The undersigned persons understand and acknowledge that Cody W. Ice has the right to a hearing, but that Cody W. Ice has waived the hearing and consented to the issuance of this consented to the issuance of this Order.



Cody W. Ice
Respondent

11-1-07
Date



Cody W. Ice, President, C&M Bonding, Inc.

11-1-07
Date



Tamara A. Wallace
Enforcement Counsel
Missouri Bar No. 59020
Department of Insurance, Financial
Institutions and Professional Registration
301 West High Street, Room 530
Jefferson City, MO 65101
Telephone: (573) 751-2619
Facsimile: (573) 526-5492

11-19-07
Date

**AFFIDAVIT
IN SUPPORT
OF SURPLUS CLAIM**

STATE OF Missouri)
) ss
COUNTY OF Texas)

COME NOW the undersigned, after being duly sworn upon their oaths, and state as follows:

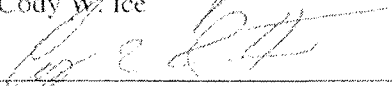
With respect to the property commonly known as 512 Mary Street, Columbia, Boone County, Missouri, Parcel #16-315-00-14-024.00:

1. Cody, W. Ice, Cody W. Ice, II, and Marilyn J. Ice are the sole shareholders, officers and directors, and as such they are the only interested parties in C & M Bonding, Inc, a Missouri corporation which was administratively dissolved as of November 8, 2007.
2. With respect to the above-referenced parcel, the undersigned, on behalf of C & M Bonding, Inc., and in their individual capacities, waive all redemption rights in the property and affirmatively state they do not intend to pay any outstanding real property taxes associated with the subject property.
3. Further, the undersigned state that any notices directed to C & M Bonding, Inc. for purposes of the 2014 delinquent tax sale shall be good and effective against all interested parties in C & M Bonding, Inc. if directed to the following address:

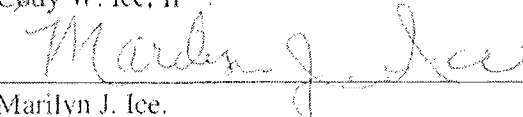
C & M Bonding, Inc.
P.O. Box 50
Houston, Missouri 65483



Cody W. Ice



Cody W. Ice, II



Marilyn J. Ice.

Notary Block for Cody W. Ice signature:

ON THIS 16th day of December, 2015, before me appeared **Cody W. Ice**, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me, Notary Public, this 16th day of December, 2015.

Kamber S Beller
Notary Public



KAMBER S. BELLER
My Commission Expires
October 30, 2016
Texas County
Commission #12476607

My commission expires 10-30-16

Notary Block for Cody W. Ice, II signature:

ON THIS 16th day of December, 2015, before me appeared personally appeared **Cody W. Ice, II**, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me, Notary Public, this 16th day of December, 2015.

Kamber S Beller
Notary Public



KAMBER S. BELLER
My Commission Expires
October 30, 2016
Texas County
Commission #12476607

My commission expires 10-30-16

Notary Block for Marilyn J. Ice signature:

On this 16th day of December, 2015, before me appeared **Marilyn J. Ice**, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me, Notary Public, this 16th day of December, 2015.

Kamber S Beller
Notary Public



KAMBER S. BELLER
My Commission Expires
October 30, 2016
Texas County
Commission #12476607

My commission expires 10-30-16

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 16

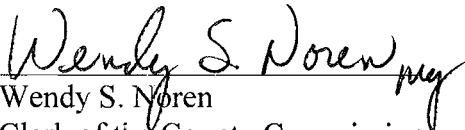
In the County Commission of said county, on the 4th day of January 20 16

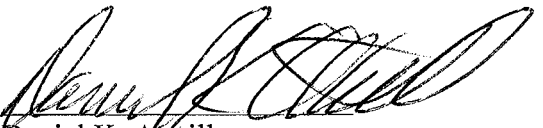
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Assessment Maintenance Plan for the period January 1, 2016 through December 31, 2017.

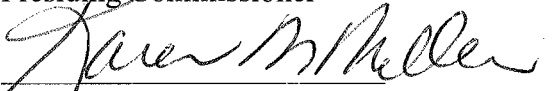
Done this 4th day of January, 2016

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

ASSESSMENT MAINTENANCE PLAN

BOONE COUNTY, MISSOURI

JANUARY 1, 2016 THROUGH DECEMBER 31, 2017

INTRODUCTORY NARRATIVE

The objective of the Assessment Maintenance Plan is to outline how the assessor is going to maintain both the real and personal property assessments, making the best use of the resources available.

In 1986, the general assembly passed legislation which provided for the continued maintenance of the just completed statewide reassessment.

Key provisions included:

- A two year assessment cycle
- Requirement of an Assessment Maintenance Plan
- State funding of the assessment maintenance program.

The assessor is required to annually assess all personal property and to annually assess all real property in the following manner:

New assessed values shall be determined as of January first of each odd numbered year and shall be entered in the assessor's books; those same assessed values shall apply in the following even numbered year, except for new construction and property improvements which shall be valued as though they had been completed as of January first of the preceding odd numbered year.

Thus the two year assessment cycle was created.

The Boone County Assessor and State Tax Commission shall strive to assess all property in a fair and uniform manner; shall strive to discover, list, and assess all taxable property within the county; shall faithfully and impartially execute this assessment maintenance plan; shall develop assessments based on current market value as of the date of appraisal; shall promptly and efficiently respond to questions, complaints, and needs of taxpayers and assessment officers; and shall uphold the constitution and statutes of the State of Missouri.

Our goal is to provide outstanding service in the most cost efficient manner possible, while fulfilling the legal responsibilities of the Office of Assessor.

Legislation Regarding the Assessment Maintenance Plan

RSMo 137.115 states in part On or before January first of each even-numbered year, the assessor shall prepare and submit a two-year assessment maintenance plan to the county governing body and the state tax commission for their respective approval or modification. The county governing body shall approve and forward such plan or its alternative to the plan to the state tax commission by February first. If the county governing body fails to forward the plan or its alternative to the plan to the state tax commission by February first, the assessor's plan shall be considered approved by the county governing body. If the state tax commission fails to approve a plan and if the state tax commission and the assessor and the governing body of the county involved are unable to resolve the differences, in order to receive state cost-share funds outlined in section 137.750, the county or the assessor shall petition the administrative hearing commission, by May first, to decide all matters in dispute regarding the assessment maintenance plan. Upon agreement of the parties, the matter may be stayed while the parties proceed with mediation or arbitration upon terms agreed to by the parties. The final decision of the administrative hearing commission shall be subject to judicial review in the circuit court of the county involved.

137.750 RSMo states in part ...

Assessment and equalization maintenance plan, payment of portion of expenses by state, amount, procedure--qualified costs and expenses.

137.750. 1. If a county has an assessment maintenance plan approved pursuant to section 137.115, a portion of all the costs and expenses of the assessor of each county and each city not within a county, incurred for the current quarter in performing all duties necessary to assess and maintain equalized assessed valuations of real property, making real and personal property assessments and preparing abstracts of assessment lists, shall be reimbursed by the state. The state shall reimburse up to sixty percent of all the current and past unreported quarterly costs and expenses of the assessor of each county and each city not within a county based on compliance with the state tax commission approved assessment and equalization maintenance plan. The state shall reimburse each eligible county a minimum of three dollars per parcel for up to twenty thousand parcels, but no further reimbursements shall be made until the county has expended at least two-thirds of that amount of money for assessment maintenance from its assessment fund. The annual state reimbursement to any county pursuant to this section in 2000 shall not exceed seven dollars per parcel of real property in the county and each year thereafter such maximum amount may be increased by up to three percent, but the amount reimbursed by the state shall not exceed sixty percent of the actual costs and expenses incurred, except that counties entitled to only the three-dollar per parcel minimum shall receive one-fourth of the state's contribution each quarter.

2. The governing body of each county and city not within a county which seeks or will seek reimbursement under any provision of this section or section 137.720 shall establish a fund to be known as the "Assessment Fund", to be used solely as a depository for funds received by the county or city pursuant to this section and sections 137.037 and 137.720, from the general

revenue fund of the county or other sources for the purpose of funding the costs and expenses incurred in implementing an assessment and equalization maintenance plan approved under section 137.115 and for assessing real and personal property.

3. All counties and cities not within a county seeking state funds under this section shall submit a certified copy of their costs and expenses to the commissioner of the office of administration not later than the thirtieth day of the quarter immediately following the quarter for which such state funds are sought. The commissioner of the office of administration shall, in such form as may be prescribed by rule, certify that the county requests for reimbursement are consistent with the assessment and equalization maintenance plan approved by the state tax commission as provided in section 137.115, and shall pay the state's share out of funds appropriated for that purpose quarterly to each eligible county and city to reimburse such county or city for reimbursable costs and expenses incurred in the previous calendar quarter.

4. (1) The following costs and expenses shall not qualify for state reimbursement or reimbursement from tax moneys withheld from political subdivisions:

(a) Premiums for property and casualty insurance and liability insurance;

(b) Depreciation, interest, building and ground maintenance, fuel and utility costs, and other indirect expenses which can be classified as the overhead expenses of the assessor's office;

(c) Purchases of motor vehicles;

(2) Costs and expenses which shall qualify for state reimbursement, but only if identified in the county maintenance plan and subsequently specifically approved by the state tax commission, shall include:

(a) Salaries and benefits of data processing and legal personnel not directly employed by the assessor;

(b) Costs and expenses for computer software, hardware, and maintenance;

(c) Costs and expenses of any additional office space made necessary in order to carry out the county's maintenance plan;

(d) Costs of leased equipment;

(e) Costs of aerial photography.

(L. 1979 S.B. 247, et al. § 2, A.L. 1983 S.B. 63, et al., A.L. 1986 S.B. 476, A.L. 1989 H.B. 181 & 633, A.L. 1999 S.B. 219)

CROSS REFERENCE:

School districts, certain districts, rolling back operational levy relying on incorrect information of general reassessment may readjust levy, 164.013

MISSION STATEMENT

The assessor shall between the first day of January and the fifteenth day of May of each year make and complete a list of all real and tangible personal property taxable by the county and assess the property at its true value in money.

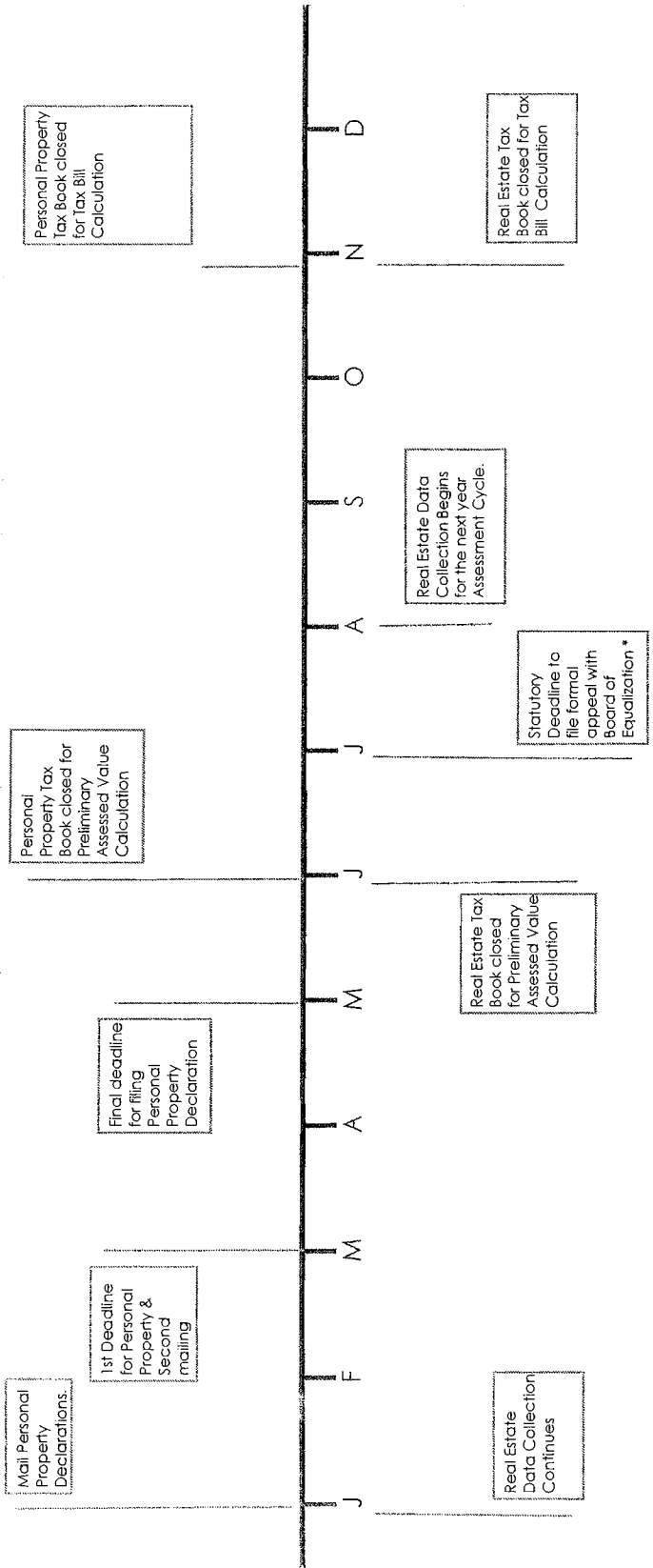
All subclasses of real property, as established in section 4(b) of Article X of the Missouri Constitution, shall be assessed at the following percentages of true value:

- (1) Residential property, nineteen percent;
- (2) Agricultural and horticultural property, twelve percent;
- (3) Utility, industrial, commercial, railroad and all other property not included above, thirty-two percent.

All personal property shall be assessed at thirty-three and one-third percent of its true value in money as of January first of each calendar year, except as outlined below:

- (1) Grain and other agricultural crops in an unmanufactured condition, one-half of one percent;
- (2) Livestock, twelve percent;
- (3) Farm machinery, twelve percent;
- (4) Motor vehicles registered as historic vehicles and noncommercial aircraft at least twenty-five years old, five percent;
- (5) Poultry, twelve percent;
- (6) Manufactured homes, nineteen percent.

Annual Assessment Cycle



* - Statutory Deadline can be and is normally extended to 2nd Monday in July by the Board of Equalization.

Parcel Count

As of 1/1/2015
Total 69,719

Sources of Valuation for Personal Property

Automobiles	NADA
Trucks	NADA
Motorcycles	NADA
Boats	NADA
Trailers	NADA
Mobile Homes	NADA
Recreational Vehicles	NADA
Busses	Personal Property Valuation Guide
Tractor/Trailers	Personal Property Valuation Guide
Airplanes	Aircraft Blue Book - Price Digest
Farm Equipment	Official Guide to Tractors and Farm Equipment North American Equipment Dealers Association
Livestock	State Guide
Machinery and Equipment	Historical Cost
Leased Equipment	Historical Cost
Office Furniture	Historical Cost

Forms to be Utilized

Copies of the following forms are provided in this report:

1. Sales Questionnaire
2. Assessment Change Notice
3. Personal Property Assessment List

NOTE: Other forms available in the office upon request.

Training Materials

All training manuals and detailed data collection manuals are available for inspection in the office upon request.



**BOONE COUNTY ASSESSORS OFFICE
BOONE COUNTY GOVERNMENT CENTER
801 EAST WALNUT ST, RM 143
COLUMBIA, MO 65201-7733**



██████████ JOHN E & CANDANCE R
214 S ROLLINS ST
CENTRALIA MO 65240

**THIS LETTER CONTAINS AN IMPORTANT MESSAGE ABOUT YOUR PURCHASE OF PROPERTY
RECORDED IN BOONE COUNTY.**

Parcel Number: 04-507-00-01-077.00

Legal Description: CENTRALIA O.T. BLK 39 N 12.5' LOT 12, ALL LOT 13,
S 30' LOT 14 SUR 60-379

Date Recorded: 10/13

Dear Property Owner:

As part of our continual effort to maintain fair and accurate appraisals, we ask that you take a few minutes to complete the form located on the back of this letter. The form concerns your recent purchase of real estate.

Recent transaction information is crucial to the development of a "market based" appraisal system, as Missouri law requires. It is also a key indicator of the effectiveness of appraisal methodologies used in our office, allowing us to identify current and potential problems and take steps to correct and prevent them. Your assistance will enable us to ensure that all taxpayers are treated fairly.

We have enclosed a POSTAGE PAID return envelope for your convenience. Please call the Assessor's Office at 886-4270 if you have questions regarding this form.

Thank you for your help.

**Sincerely,
Tom Schauwecker
Boone County Assessor**

NOTICE OF CHANGE IN ASSESSMENT FOR TAX YEAR 2013



Boone County Assessors Office
Boone County Government Center
801 East Walnut, Room 143
Columbia, Missouri 65201-7733



[REDACTED] KENNETH & BECKY
105 E TEXAS AVE
COLUMBIA MO 65202

Parcel Number: 16-311-00-00-003.00

Real Property Location: 107 E TEXAS AVE
SEC 1 TWP 48 RGE 13

Legal Description: TR 2 SUR 333-431 PT NE SW

Dear Taxpayer:

This is to notify you that the appraised value of the real property referenced above has been changed for the tax year 2013.

The old (2012) appraised and assessed value (by classification) of this property was:

Class	Appraised Value	Assessed Value
Residential	16,000	3,040
TOTAL	<u>16,000</u>	<u>3,040</u>

The new (2013) appraised and assessed value (by classification) is:

Class	Appraised Value	Assessed Value
Residential	16,000	3,040
TOTAL	<u>16,000</u>	<u>3,040</u>

NOTICE TO TAXPAYER: IF YOUR ASSESSED VALUE HAS INCREASED, IT MAY INCREASE YOUR REAL PROPERTY TAXES WHICH ARE DUE DECEMBER THIRTY-FIRST. IF YOU DO NOT AGREE THAT THE VALUE OF YOUR PROPERTY HAS INCREASED, YOU MUST CHALLENGE THE VALUE ON OR BEFORE **MONDAY, JULY 8, 2013 BY CONTACTING YOUR COUNTY ASSESSOR.**

(Section 137.355.2, RSMO requires above statement in 12 point font)

Please call the Boone County Assessor's Office at 886-4265 if you have questions or concerns regarding this change in assessment. The Boone County Assessor's Office is open 8:00 am to 5:00 pm Monday thru Friday. Appeal forms are available at <http://www.showmeboone.com/Assessor/AssessmentAppeal.pdf>

2014 BOONE COUNTY PERSONAL PROPERTY DECLARATION

IMPORTANT INSTRUCTIONS ON BACK

Tom Schauwecker, Assessor
 801 E Walnut St Rm 143
 Columbia, MO 65201-7733
 (573) 886-4250



112042
TAXING ENTITIES

FOR OFFICIAL USE ONLY

Received _____ / _____ / _____
 Processed by _____

SCHOOL	FIRE	LIBRARY
CITY	ROAD	

NAME/MAILING ADDRESS

PROPERTY LOCATION

TEST
 6515 S PROVIDENCE RD
 COLUMBIA MO 65202

6515 S PROVIDENCE RD
 COLUMBIA MO 65202

<p style="text-align: center;">NAME/MAILING ADDRESS CORRECTIONS</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>DATE MOVED _____ / _____ / _____</p>	<p style="text-align: center;">PROPERTY LOCATION CORRECTIONS</p> <p>House No _____ Dir _____ Street _____ Apt/Lot _____</p> <p>Address 2 _____</p> <p>City _____ State _____ Zip Code _____</p>
--	--

*****PLEASE PROVIDE A VEHICLE IDENTIFICATION # FOR ALL CARS, TRUCKS, & MOTORCYCLES*****

(The vehicle identification # can be found on the dash or door of the vehicle, the front shock on a motorcycle, or on the insurance card, title or registration)

Type	Qty	Year	Make	Model/Body Style	VIN
A	1	2013	KIA	SORENTO UTILITY 4D LX AWD V6	5TDZA23C36S540678
T	1	2006	TOYOTA	SIENNA WAGON 5D LE	19XFB2F86CE390255
A	1	2012	HONDA	CIVIC SEDAN 4D EX	1G4GA5ER1DF150648
T	1	1999	FORD TRUCK	F250 STYLESIDE SUPERCAB XL	
A	1	2013	BUICK	LACROSSE SEDAN 4D I4 HYBRID	
T	1	2011	JEEP	GRAND CHEROKEE UTILITY 4D LAREDO 4WD	

WOULD YOU PLEASE PROVIDE MAKE FOR ALL TRAILERS. THIS WILL FACILITATE ONLINE RENEWALS.

TYPE CODE TABLE					
A = Auto	B = Bus	N = Combine	C1 = Cow	H1 = Horse	S1 = Lamb 75 lbs
T = Truck	J = Motorhome	Q = Antique Auto/Plane	C2 = Calf	H2 = Mule/Donkey	S2 = Ewe 150 lbs
C = Motorcycle	W = RV Trailer	H = Mobile Home	C3 = Yearling	P1 = Pig 50-60 lbs	S3 = Lamb 120 lbs
Z = Dozer	R = Pop-up Camper	01 = Leased Equip	C5 = Bull	P2 = Barrow 240 lbs	K1 = Ostrich: Adult
D = Boat	P = Aircraft	02 = Business Furn, Fixt, & Equip	E1 = Emu: Adult	P3 = Sow 400 lbs	K2 = Ostrich: Yrlg
M = Outboard Motor	V = Tractor Trailer	03 = Miscellaneous	E2 = Emu: Yrlg	R1 = Llama: Male	K3 = Ostrich: Chick
U = Trailer	S = Tractor		E3 = Emu: Chick	R2 = Llama: Female	

MOBILE HOMES					
Year _____	Make _____	Width _____	Length _____	Model _____	
Address _____			Do you own the land the trailer is on? Yes _____ No _____		

Are you in active military service? _____ If yes, what is your county of residence according to military records? _____

Please provide a daytime phone number should questions arise _____

NO CHANGE

SIGN HERE: I, _____ DATE _____
do hereby certify that the foregoing list contains a true and correct statement of all the tangible personal property made taxable by the laws of the state of Missouri, which I owned or which I had under my charge or management on the first day of January for the year printed above. I further certify that I have not sent or taken or caused to be sent or taken any property out of this state to avoid taxation. Section 137.360, RSM 1994.

Functions and Responsibilities

A. Real Estate Functions

1. Parcel identification of Building Permits
2. Data Collection
 - a. County Building Permits
 - b. City Building Permits
 - c. Condo Conversions
 - d. Other Splits/Combos
 - e. Commercial Permits, Splits/Combos
 - f. Partial (incomplete) from previous year
3. Grade/CDU Review
 - a. Residential properties
 - b. Outlier Sales (Residential & Farm)
 - c. Farm properties
4. Data Review
 - a. Residential
 - b. Agricultural
 - c. Commercial
 - d. Commercial Outlier Sales
5. Data Entry
 - a. Collected data
 - b. Reviewed data
6. Tracking Splits/Combos in Assessment Administration File (AA)
7. Collection and Entry of Sales Data
8. Collection of Construction Cost Data
9. Index & Depreciation Study
10. Development of Market Approach
 - a. Market Modelling
 - b. Generation of Comp Sheets
11. Final Review of New Values
 - a. New Construction and Splits/Combos
 - b. Reappraised Property
 - c. Data Entry of Final Review Decisions
12. Sales Ratio Study
13. Notification of Taxpayers
14. Informal Hearings
15. Board of Equalization Hearings

Functions and Responsibilities

A. Real Estate Functions (Continued)

16. State Tax Commission Hearings
17. Public Questions
 - a. Walk-ins
 - b. Phone

B. Personal Property Functions

1. Personal Property Declarations
 - a. Mail
 - b. Open
 - c. Scan
 - d. Process
2. Supplemental Bills
 - a. Phone
 - b. Walk-ins
3. Waivers
4. Public Questions
 - a. Walk-ins
 - b. Phone

C. Mapping Functions

1. Public Questions
2. Processing Deeds
3. Inking Mylars
4. Accounting for Cash Receipts

D. Assessor Functions

1. Planning
2. Monitoring
3. Reports
4. Forms
5. Procedures

Functions and Responsibilities

E. Clerical Functions

1. Bids, Ordering Supplies, Paying Bills
2. Tax Exemption Letters
3. Letter Writing and Photocopying
4. Filing
5. Putting Labels on Property Record Cards
6. Answering Phone (General Info)

Personnel

Personnel	Approved 2015	Adopted 2016	Tentative 2017
Assessor	1	1	1
Chief Deputy	1	1	1
CAMA Program Manager	1	1	1
Chief Appraiser	1	1	1
Commercial Appraiser	2	2	2
Residential Appraiser	2	2	2
Appraiser Apprentice	2	2	2
Cartographer	2	2	2
GIS Intern	1	1	1
Pers. Prop. Clerks	4	4	4
Total	17	17	17

County Budget

Account	County Description	County Category	State Description	State Category	2015 Budget + Revisions	2016 Adopted Budget
3461	State Reimburs-Assessment	Intergovernmental Revenue	State Reimbursement	Sources of Revenue	197,535	210,000
3525	Reimb Special Projects	Charges for Services	Other	Sources of Revenue	100,000	0
3550	Commissions	Charges for Services	Tax Collection Withholding	Sources of Revenue	1,030,790	1,096,788
3710	Interest	Interest	Other	Sources of Revenue	300	300
3711	Int-Overnight	Interest	Other	Sources of Revenue	900	900
3712	Int-Long Term Invest	Interest	Other	Sources of Revenue	7,000	7,000
3798	Inc/Dec in FV of investments	Interest	Other	Sources of Revenue	0	0
3830	Sales	Miscellaneous Revenue	Other	Sources of Revenue	5,000	5,500
3835	Sale of County Fixed asset	Miscellaneous Revenue	Other	Sources of Revenue	0	0
3880	Contributions	Miscellaneous Revenue	Other	Sources of Revenue	0	0
3891	Dividends/Rebates	Miscellaneous Revenue	Other	Sources of Revenue	0	0
10100	Salaries & Wages	Personal Services	Salary	Salary	809,399	833,599
10110	Overtime	Personal Services	Benefits	Salary	20,000	20,000
10120	Holiday	Personal Services	Benefits	Salary	0	0
10200	FICA	Personal Services	Benefits	Salary	63,449	65,300
10300	Health Insurance	Personal Services	Benefits	Salary	126,294	124,300
10325	Disability Insurance	Personal Services	Benefits	Salary	2,974	3,067
10350	Life Insurance	Personal Services	Benefits	Salary	768	768
10375	Dental Insurance	Personal Services	Benefits	Salary	8,000	6,720
10400	Workers Comp	Personal Services	Benefits	Salary	23,838	17,360
10500	401(A) Match Plan	Personal Services	Benefits	Salary	8,320	8,320
10510	CERF-Employer Paid Contrib.	Personal Services	Benefits	Salary	1,990	2,200
22000	Postage	Materials & Supplies	Postage	Office Supplies/Expenses	55,000	55,905
22500	Subscriptions/Publications	Materials & Supplies	Appraisal Guides	Office Supplies/Expenses	5,000	5,000
23000	Office Supplies	Materials & Supplies	Office Supplies	Office Supplies/Expenses	3,000	2,500
23001	Printing	Materials & Supplies	Printing Costs	Office Supplies/Expenses	8,000	8,000
23015	Computer Supplies	Materials & Supplies	Computer Supplies	Office Supplies/Expenses	0	0
23016	Magnetic Media	Materials & Supplies	Computer Supplies	Office Supplies/Expenses	0	0
23017	Computer Paper	Materials & Supplies	Computer Supplies	Office Supplies/Expenses	4,000	4,000
23018	Printer Supplies	Materials & Supplies	Computer Supplies	Office Supplies/Expenses	2,000	2,000
23020	Microfilm/Film	Materials & Supplies	Film/Film Processing	Office Supplies/Expenses	0	0
23022	Mapping Supplies	Materials & Supplies	Mapping Supplies	Office Supplies/Expenses	5,000	5,000
23050	Other Supplies	Materials & Supplies	Other	Office Supplies/Expenses	700	700
23850	Minor Equipment & Tools	Materials & Supplies	Other	Office Supplies/Expenses	2,000	2,000
37000	Dues	Dues Travel & Training	Schools/Meetings	Mileage and Training	2,800	2,800
37200	Seminars/Conferen/Meeting	Dues Travel & Training	Schools/Meetings	Mileage and Training	5,535	5,535
37210	Training/Schools	Dues Travel & Training	Schools/Meetings	Mileage and Training	8,190	8,190
37220	Travel	Dues Travel & Training	Schools/Meetings	Mileage and Training	3,000	3,000
37230	Meals & Lodging-Training	Dues Travel & Training	Schools/Meetings	Mileage and Training	6,250	6,250
48000	Telephones	Utilities	Telephone	Office Supplies/Expenses	5,800	5,800
48050	Cellular Telephones/ Data Communications	Utilities	Telephone	Office Supplies/Expenses	1,290	1,290
48100	Natural Gas	Utilities	none	No Category	0	0
48200	Electricity	Utilities	none	No Category	0	0
48300	Water	Utilities	none	No Category	0	0
48400	Solid Waste	Utilities	none	No Category	0	0
59000	Motorfuel/Gasoline/Fuel Surcharge	Vehicle Expense	Mileage	Mileage and Training	5,500	5,500
59025	Motor Vehicle Title Exp	Vehicle Expense	Mileage	Mileage and Training	0	0
59100	Vehicle Repairs/Mechanics Charge	Vehicle Expense	none	No Category	3,150	3,150
59105	Tires	Vehicle Expense	none	No Category	500	500
59200	Local Mileage	Vehicle Expense	Mileage	Mileage and Training	1,000	1,000
59300	Parking	Vehicle Expense	Mileage	Mileage and Training	0	0
60050	Equip Service Contract	Equip & Bldg Maintenance	Hardware Maintenance	Equipment and Computer	6,035	5,065
60200	Equip Repairs/Maintenance	Equip & Bldg Maintenance	Equipment Maintenance	Equipment and Computer	2,000	2,000
70050	Software Service Contract	Contractual Services	Software Maintenance	Equipment and Computer	13,690	13,600
71000	Insurance and Bonds	Contractual Services	none	No Category	6,150	3,425
71100	Outside Services	Contractual Services	Other Expenses	Other Costs	140,213	190,774
71101	Professional Services	Contractual Services	Appraisal Contracts	Other Costs	325,014	100,000
71105	Legal Services	Contractual Services	Other Expenses	Other Costs	8,000	8,000
71500	Building Rent/Pkg Rent	Contractual Services	none	No Category	42,369	50,719
71600	Equip Leases & Meter Chrg	Contractual Services	Other Expenses	Other Costs	0	0
84100	Interest Expense	Other	none	No Category	0	0
84300	Advertising	Other	Other	Office Supplies/Expenses	0	0
84400	Public Notices/Civil Transcripts	Other	Other	Office Supplies/Expenses	4,200	4,200
86800	Emergency	Other	Other Expenses	Other Costs	12,000	12,000
86850	Contingency	Other	Other Expenses	Other Costs	0	0
91000	Office Equipment	Fixed Asset Additions	Equipment Purchases	Equipment and Computer	0	0
91100	Furniture and Fixtures	Fixed Asset Additions	Equipment Purchases	Equipment and Computer	0	0
91300	Machinery & Equipment/Replacement Mach & Equip	Fixed Asset Additions	Equipment Purchases	Equipment and Computer	0	0
91301	Computer Hardware	Fixed Asset Additions	Hardware Purchases	Equipment and Computer	7,700	0
91302	Computer Software	Fixed Asset Additions	Software Purchases	Equipment and Computer	0	0
91400	Auto/Trucks	Fixed Asset Additions	Equipment Purchases	Equipment and Computer	0	32,000
92000	Replcement Office Equip	Fixed Asset Additions	Equipment Purchases	Equipment and Computer	0	0
92100	Replcement Furn & Fixtures	Fixed Asset Additions	Equipment Purchases	Equipment and Computer	0	0
92301	Replcement Computer Hdwr	Fixed Asset Additions	Hardware Purchases	Equipment and Computer	41,000	10,600
92302	Replcement Computer Software	Fixed Asset Additions	Software Purchases	Equipment and Computer	45,000	45,000
92400	Replcement Auto/Trucks	Fixed Asset Additions	Equipment Purchases	Equipment and Computer	0	0
	Total Expense				1,846,118	1,687,137
	Total Revenue				1,341,525	1,320,488

State Budget Totals

	Equipment and Computer	Mileage and Training	No Category	Office Supplies/Expenses	Other Costs	Salary	Sources of Revenue
2016							
Appraisal Contracts					325,014		
Appraisal Guides				5,000			
Benefits						255,633	
Computer Supplies				6,000			
Equipment Maintenance	2,000						
Equipment Purchases	0						
Film/Film Processing				0			
Hardware Maintenance	6,035						
Hardware Purchases	48,700						
Mapping Supplies				5,000			
Mileage		6,500					
none			52,169				
Office Supplies				3,000			
Other				6,900			113,200
Other Expenses					160,213		
Postage				55,000			
Printing Costs				8,000			
Salary						809,399	
Schools/Meetings		25,775					
Software Maintenance	13,690						
Software Purchases	45,000						
State Reimbursement							197,535
Tax Collection Withholding							1,030,790
Telephone				7,090			
Grand Total	115,425	32,275	52,169	95,990	485,227	1,065,032	1,341,525
2017							
Appraisal Contracts					100,000		
Appraisal Guides				5,000			
Benefits						248,035	
Computer Supplies				6,000			
Equipment Maintenance	2,000						
Equipment Purchases	32,000						
Film/Film Processing				0			
Hardware Maintenance	5,065						
Hardware Purchases	10,600						
Mapping Supplies				5,000			
Mileage		6,500					
none			57,794				
Office Supplies				2,500			
Other				6,900			13,700
Other Expenses					210,774		
Postage				55,905			
Printing Costs				8,000			
Salary						833,599	
Schools/Meetings		25,775					
Software Maintenance	13,600						
Software Purchases	45,000						
State Reimbursement							210,000
Tax Collection Withholding							1,096,788
Telephone				7,090			
Grand Total	108,265	32,275	57,794	96,395	310,774	1,081,634	1,320,488

Budget Plan

Category	Approved 2015	Adopted 2016	Tentative 2017	1st Qtr 2016	2nd Qtr 2016	3rd Qtr 2016	4th Qtr 2016	1st Qtr 2017	2nd Qtr 2017	3rd Qtr 2017	4th Qtr 2017
Salary Expenditures											
Total Salary	809,399	833,599	800,000	208,400	208,400	208,400	208,400	200,000	200,000	200,000	200,000
Benefits	255,633	248,035	225,000	62,009	62,009	62,009	62,009	56,250	56,250	56,250	56,250
Salary Subtotal	1,065,032	1,081,634	1,025,000	270,409	270,409	270,409	270,409	256,250	256,250	256,250	256,250
Office Supplies and Expenses											
Appraisal Guides	5,000	5,000	5,000	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
Assessment Lists			0								
Computer Supplies	6,000	6,000	6,000	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Film/Processing	0	0	0	0	0	0	0	0	0	0	0
Mapping Supplies	5,000	5,000	5,000	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
Office Supplies	3,000	2,500	2,500	625	625	625	625	625	625	625	625
Photocopying Supplies			0								
Printing Costs	8,000	8,000	8,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Stationery			0								
Other	6,900	6,900	6,900	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725
Postage	55,000	55,905	60,000	13,976	13,976	13,976	13,976	15,000	15,000	15,000	15,000
Telephone	7,090	7,090	7,090	1,773	1,773	1,773	1,773	1,773	1,773	1,773	1,773
Office Expenses and Supplies Subtotal	95,990	96,395	100,490	24,099	24,099	24,099	24,099	25,123	25,123	25,123	25,123
Mileage and Training											
Schools/Meetings	25,775	25,775	25,775	6,444	6,444	6,444	6,444	6,444	6,444	6,444	6,444
Mileage	6,500	6,500	6,500	1,625	1,625	1,625	1,625	1,625	1,625	1,625	1,625
Mileage and Training Subtotal	32,275	32,275	32,275	8,069	8,069	8,069	8,069	8,069	8,069	8,069	8,069
Equipment and Computer											
Equipment Purchases	0	32,000	32,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Equipment Maintenance	2,000	2,000	2,000	500	500	500	500	500	500	500	500
Hardware Purchases	48,700	10,600	30,000	2,650	2,650	2,650	2,650	7,500	7,500	7,500	7,500
Software Purchases	45,000	45,000	45,000	11,250	11,250	11,250	11,250	11,250	11,250	11,250	11,250
Hardware Maintenance	6,035	5,065	5,065	1,266	1,266	1,266	1,266	1,266	1,266	1,266	1,266
Software Maintenance	13,690	13,600	13,600	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400
Equipment and Computer Subtotal	115,425	108,265	127,665	27,066	27,066	27,066	27,066	31,916	31,916	31,916	31,916
Other Costs											
Appraisal Contracts	465,227	290,774	290,774	72,694	72,694	72,694	72,694	72,694	72,694	72,694	72,694
Map Maintenance Contract											
Aerial Photography Contract									50,000		100,000
Other Expenses	20,000	20,000	20,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Other Costs Subtotal	485,227	310,774	310,774	77,694	77,694	77,694	77,694	77,694	127,694	77,694	177,694

Budget Plan

Category	Approved 2015	Adopted 2016	Tentative 2017	1st Qtr 2016	2nd Qtr 2016	3rd Qtr 2016	4th Qtr 2016	1st Qtr 2017	2nd Qtr 2017	3rd Qtr 2017	4th Qtr 2017
Expenditure Summary											
Salary	1,065,032	1,081,634	1,025,000	270,409	270,409	270,409	270,409	256,250	256,250	256,250	256,250
Office Supplies	95,990	96,395	100,490	24,099	24,099	24,099	24,099	25,123	25,123	25,123	25,123
Equipment and Computers	115,425	108,265	127,665	27,066	27,066	27,066	27,066	31,916	31,916	31,916	31,916
Mileage and Training	32,275	32,275	32,275	8,069	8,069	8,069	8,069	8,069	8,069	8,069	8,069
Other Costs	485,227	310,774	310,774	77,694	77,694	77,694	77,694	77,694	77,694	77,694	77,694
Total Cost	1,793,949	1,629,343	1,596,204	407,336	407,336	407,336	407,336	399,051	399,051	399,051	399,051
Sources of Revenue											
County General Revenue											
Tax Collection Withholding	1,030,790	1,096,788	975,000	274,197	274,197	274,197	274,197	243,750	243,750	243,750	243,750
State Reimbursement	197,535	210,000	198,000	52,500	52,500	52,500	52,500	49,500	49,500	49,500	49,500
Other	13,200	13,700	13,700	3,425	3,425	3,425	3,425	3,425	3,425	3,425	3,425
Total Revenue	1,241,525	1,320,488	1,186,700	330,122	330,122	330,122	330,122	296,675	296,675	296,675	296,675
Net	-552,424	-308,855	-409,504	-77,214	-77,214	-77,214	-77,214	-102,376	-102,376	-102,376	-102,376

SIGN-OFF PAGE

Enclosed herewith is the 2012-13 Assessment Maintenance Plan for Boone County, Missouri, submitted in accordance with Sections 137.115.i (1) and 137.720 RSMo 1986, Supp 1990.

The parties to this plan, the County Assessor, the County Commission, and the State Tax Commission, agree to its specific terms as well as these general obligations:

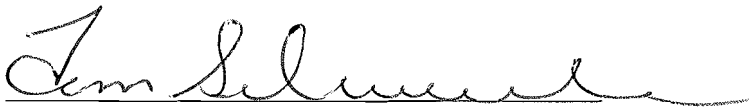
The Assessor will assess all taxable property in the county uniformly and at the statutorily required percentage of market value for the respective property. The actions of the assessor and staff will comply with the requirements found in Article X, Section 3 of the state constitution, Chapters 53, 137, 138 and any other pertinent chapter of the Revised Statutes of Missouri.

The County will provide office facilities and the budgetary support, as set out in this agreement, to allow the Assessor and staff to carry out the terms of this agreement and the duties of the Assessor's Office.

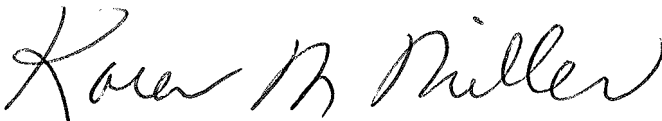
The State Tax Commission will provide technical assistance, including regular visits by the field representative, educational training, guidelines and other resources to aid the Assessor in the execution of this plan. Further, in consideration for the Assessor supplying assessment services in compliance with the terms and obligations of this plan, the state will provide cost-share reimbursement funds to the extent specified in 137.750, RSMo.

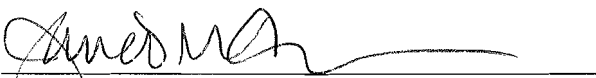
Accordingly, it is hereby affirmed that an Assessment Fund has been established, and that the general revenue funds required of this plan will be deposited in the Assessment Fund.

The undersigned approve of this plan as submitted.


Tom Schauwecker
Assessor


Dan Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

4th

day of

January

20 16

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

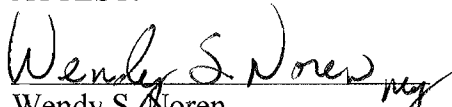
Now on this day the County Commission of the County of Boone does hereby approve the following variance requests:

- Variance request by Hunter's Creek Farms LLC for Delmar Estates subdivision to allow construction of a 22 foot wide road with 4 feet of grass/gravel shoulders. This is a variance from Roadway Regulations Appendix B Standard drawing 110.0. No parking will be permitted along the road.
- Variance request by Hunter's Creek Farms LLC for Delmar Estates subdivision to allow use of a landscaped island at the entrance of the subdivision.

The approved variances for Delmar Estates subdivisions were previously granted when the subdivision was named Addison Ridge Subdivision and are granted by Commission orders 284-2006 and 102-2009. Addison Ridge had formerly been known as Nature Trails Ranchettes subdivision.

Done this 4th day of January, 2016

ATTEST:

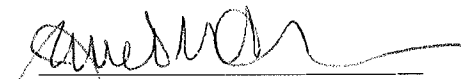

 Wendy S. Noren
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Janet M. Thompson
 District II Commissioner



Boone County Resource Management

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

STAN SHAWVER, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

DERIN CAMPBELL, PE; CHIEF ENGINEER

MEMO

DATE: 9/25/15

SUBJECT: Hunter's Creek Farms, LLC
New Road Variances
Nature Trail Drive

TO: Boone County Commission

FROM: Derin Campbell, P.E.

Please find attached a letter from Allstate Consultants representing Hunters Creek Farms, LLC proposed subdivision. The proposed plat has a long history starting in 1977. The letter documents that history very well. The most recent history starts in 2005.

The plat was proposed in 2005. Variances for construction of a 22 feet wide with 4 feet grass shoulders and no parking were requested and granted. The street plans received approval on August 27, 2008. A second variance for a landscaped entrance island was requested and approved. Construction proceeded and approximately 2200 feet of a proposed 4400 foot road was built. At that point construction halted.

According to Boone County Zoning regulations, the life span of a plat is 5 years. This means that from the date of preliminary plat approval, a developer has 5 years to fulfill the requirements of becoming a final plat. Plat and variances expired in approximately 2010 with a half built road.

A new developer is currently requesting to renew the expired variances before submitting a new proposed plat to the Planning and Zoning Commission. Given the following facts:

1. An inspection of the in-place road was conducted. The road was found to be in good condition with no cracks. Zero cracked panels were found.
2. Cores of the concrete were taken and tested. Test results showed compressive strength to exceed the required limit.
3. The proposed road will be a through road (connecting to O.B. Brown) versus the previously approved cul-de-sac.
4. While being a through road, the analysis provided by Allstate Consultants supports that the road will serve almost entirely internal traffic.
5. No parking will be allowed on the proposed streets and is to be posted as such.

While the proposed is dramatically different than current road standards, the fact remains that 2200 feet of acceptable infrastructure exists. After review, the county engineer supports the requested variances.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned Term

Term. 20 06

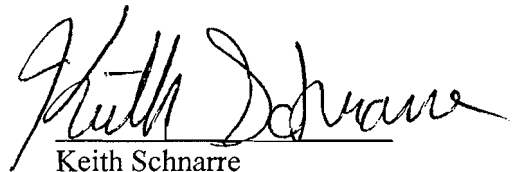
In the County Commission of said county, on the 13th day of July 20 06

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 variance requests:

- Proposal from Hemme Construction for Arratt Court, Golf View Gardens Lot 14, requesting variance from Roadway Regulations Appendix B, Section 1.2 (drawing 410.01A) to accept variance of driveway setback of 22' rather than 30' from point of curvature
- Proposal from Brush & Associates for proposed Addison Ridge Estates, requesting variance from Roadway Regulations Appendix B, Standard drawing 110.01 to allow grass/gravel shoulder not the required concrete or asphalt.

Done this 13th day of July 2006.

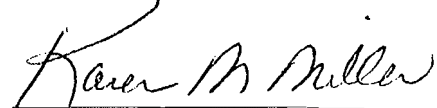


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

12th

day of March

20 09

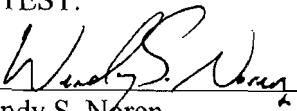
the following, among other proceedings, were had, viz:

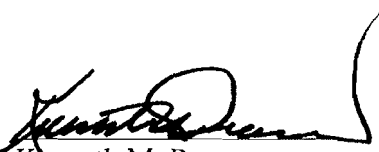
Now on this day the County Commission of the County of Boone does hereby accept the Road and Bridge Advisory Committee Recommendation of Variance Request:

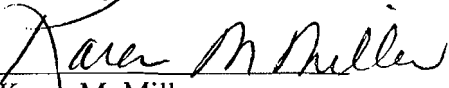
For an island construction at the entrance of Addison Ridge Subdivision with the stipulation that the drainage design and maintenance agreement are completed to the satisfaction of Boone County Public Works.

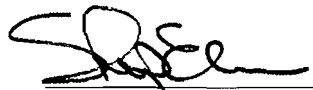
Done this 12th day of March, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission

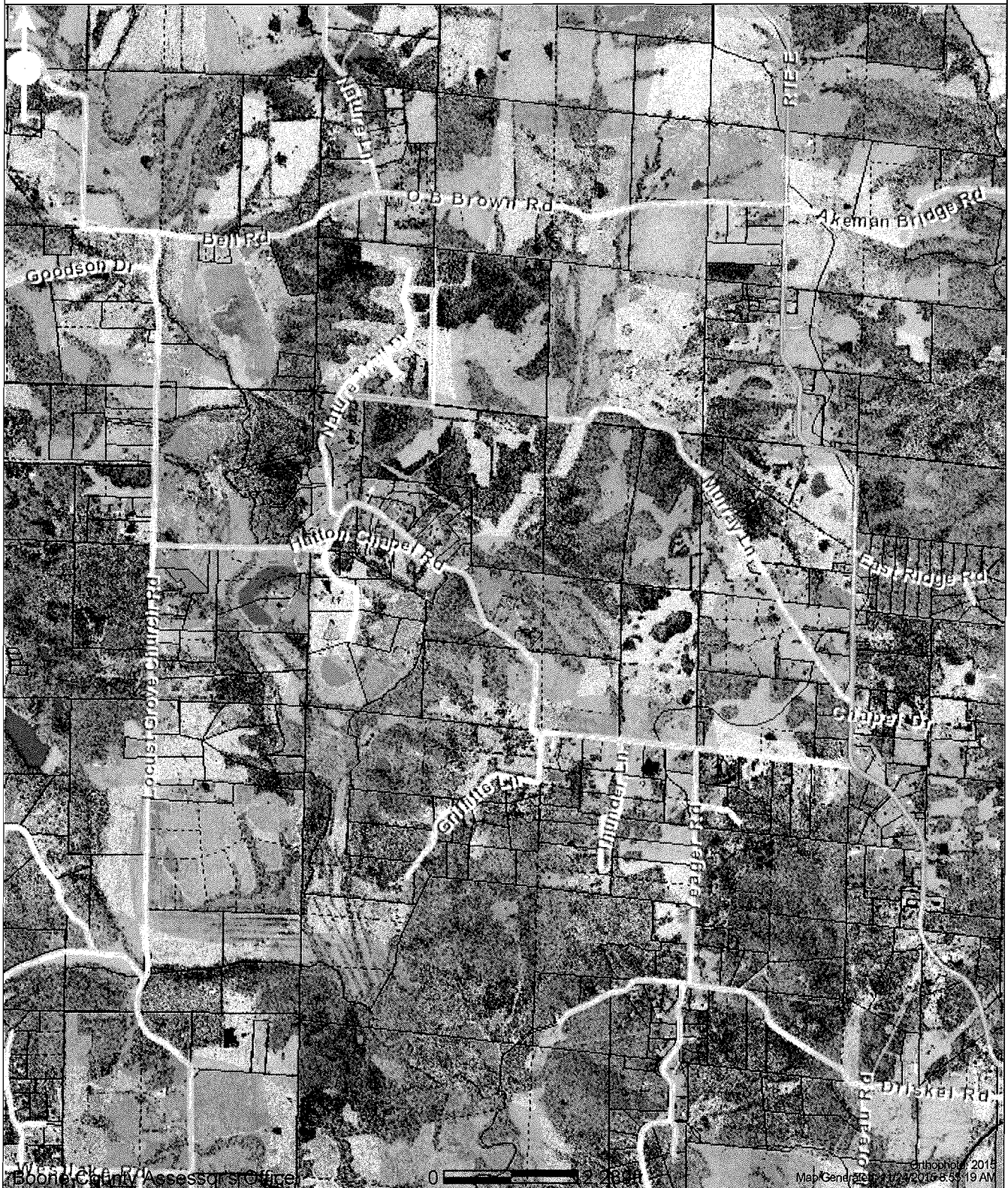

Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Parcel Information Viewer Map

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



ATTENTION!!

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

4th

day of

January

20

16

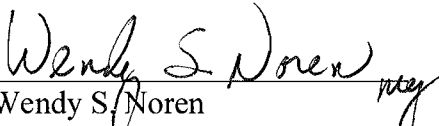
the following, among other proceedings, were had, viz:

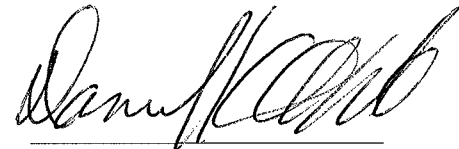
Now on this day the County Commission of the County of Boone does hereby correct the record concerning the length of term for Joel S. Ray to the Children's Services Board which was incorrectly stated and then approved on Commission Order 600-2015.

Name	Board	Period
Joel S. Ray	Children's Services Board	January 1, 2016 through April 18, 2018

Done this 4th day of January, 2016.

ATTEST:

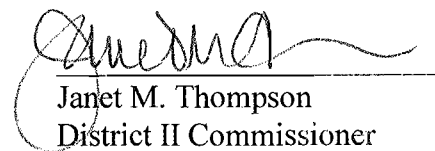

 Wendy S. Noren
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Janet M. Thompson
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 16

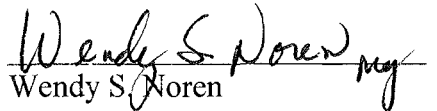
In the County Commission of said county, on the 4th day of January 20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Centralia Clinic by the Centralia Second Chance A.A. Group every Wednesday, Saturday and Sunday in the year 2016 from 5:30 p.m. to 7:10 p.m. Attached is a listing of those dates.

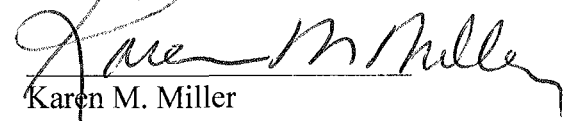
Done this 4th day of January, 2016.

ATTEST:

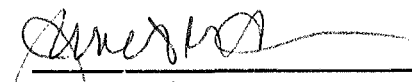

Wendy S. Noren
Clerk of the County Commission



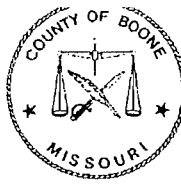
Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Centralia 2nd Chance A.A. group

Address: _____

City: _____ State: _____ ZIP Code _____

Phone: 573 808 1497 Website: _____

Individual Requesting Use: Randall Simmons Position in Organization: GSR

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: A.A. Meetings

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

Date(s) of Use: Every Wednesday, Saturday, + Sunday 2016

Start Time of Setup: 5:30 AM/PM Start Time of Event: 6:00 pm

End Time of Event: 7:00 AM/PM End Time of Cleanup: 7:10 am

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

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

Organization Representative/Title: Randall Simmons GSR

Phone Number: 573 808 1497 Date of Application: 12 30 15

Email Address: RCSim@centurytel.net

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

Wendy S. Norem
County Clerk

[Signature]
BOONE COUNTY, MISSOURI
County Commissioner

DATE: 1-4-16

January 2, 2016	May 1, 2016	August 31, 2016
January 3, 2016	May 4, 2016	September 3, 2016
January 6, 2016	May 7, 2016	September 4, 2016
January 9, 2016	May 8, 2016	September 7, 2016
January 10, 2016	May 11, 2016	September 10, 2016
January 13, 2016	May 14, 2016	September 11, 2016
January 16, 2016	May 15, 2016	September 14, 2016
January 17, 2016	May 18, 2016	September 17, 2016
January 20, 2016	May 21, 2016	September 18, 2016
January 23, 2016	May 22, 2016	September 21, 2016
January 24, 2016	May 25, 2016	September 24, 2016
January 27, 2016	May 28, 2016	September 25, 2016
January 30, 2016	May 29, 2016	September 28, 2016
January 31, 2016	June 1, 2016	October 1, 2016
February 3, 2016	June 4, 2016	October 2, 2016
February 6, 2016	June 5, 2016	October 5, 2016
February 7, 2016	June 8, 2016	October 8, 2016
February 10, 2016	June 11, 2016	October 9, 2016
February 13, 2016	June 12, 2016	October 12, 2016
February 14, 2016	June 15, 2016	October 15, 2016
February 17, 2016	June 18, 2016	October 16, 2016
February 20, 2016	June 19, 2016	October 19, 2016
February 21, 2016	June 22, 2016	October 22, 2016
February 24, 2016	June 25, 2016	October 23, 2016
February 27, 2016	June 26, 2016	October 26, 2016
February 28, 2016	June 29, 2016	October 29, 2016
March 2, 2016	July 2, 2016	October 30, 2016
March 5, 2016	July 3, 2016	November 2, 2016
March 6, 2016	July 6, 2016	November 5, 2016
March 9, 2016	July 9, 2016	November 6, 2016
March 12, 2016	July 10, 2016	November 9, 2016
March 13, 2016	July 13, 2016	November 12, 2016
March 16, 2016	July 16, 2016	November 13, 2016
March 19, 2016	July 17, 2016	November 16, 2016
March 20, 2016	July 20, 2016	November 19, 2016
March 23, 2016	July 23, 2016	November 20, 2016
March 26, 2016	July 24, 2016	November 23, 2016
March 27, 2016	July 27, 2016	November 26, 2016
March 30, 2016	July 30, 2016	November 27, 2016
April 2, 2016	July 31, 2016	November 30, 2016
April 3, 2016	August 3, 2016	December 3, 2016
April 6, 2016	August 6, 2016	December 4, 2016
April 9, 2016	August 7, 2016	December 7, 2016
April 10, 2016	August 10, 2016	December 10, 2016
April 13, 2016	August 13, 2016	December 11, 2016
April 16, 2016	August 14, 2016	December 14, 2016
April 17, 2016	August 17, 2016	December 17, 2016
April 20, 2016	August 20, 2016	December 18, 2016
April 23, 2016	August 21, 2016	December 21, 2016
April 24, 2016	August 24, 2016	December 24, 2015
April 27, 2016	August 27, 2016	December 28, 2016
April 30, 2016	August 28, 2016	December 31, 2016

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 16

County of Boone } ea.

In the County Commission of said county, on the 4th day of January 20 16

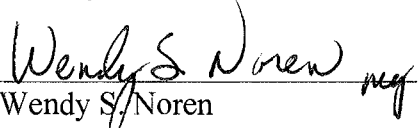
the following, among other proceedings, were had, viz:

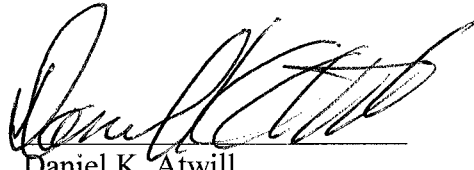
Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Centralia Clinic by Missouri Militia 1/7 from 5:50 p.m. to 8:10 p.m. for the following dates:


- January 11, 2016
- February 15, 2016
- March 14, 2016
- April 11, 2016
- May 16, 2016
- June 13, 2016
- July 11, 2016
- August 15, 2016
- September 12, 2016
- October 10, 2016
- November 14, 2016
- December 12, 2016

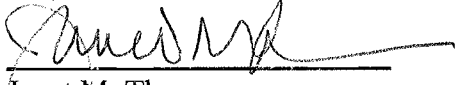
Done this 4th day of January, 2016.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Missouri Militia 1/7

Address: _____

City: _____ State: _____ ZIP Code: _____

Phone: 573 808 1497 Website: MissouriMilitia.com

Individual Requesting Use: Randall Simmons Position in Organization: SGT

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: ORGANIZATIONAL MEETINGS MONTHLY

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

Date(s) of Use: 01/11 02/15 03/14 04/11 05/16 06/13 07/11 08/15 09/12 10/10 11/14 12/12

Start Time of Setup: 5:50 AM/PM 6:00 pm Start Time of Event:

End Time of Event: 8:00 AM/PM End Time of Cleanup: 8:10 pm

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

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

Organization Representative/Title: Randall Simmons

Phone Number: 573 808 1497 Date of Application: 12 30 15

Email Address: RCS/M@COUNTYTELICOM

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

Wendy S. Dorew
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 1-4-16

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

4th

day of

January

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the Boone County Commission Minutes during the IV Quarter, 2015, beginning on 10/05/2015 through 12/31/2015.

Done this 4th day of January, 2016.

ATTEST:

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

[Signature]

Daniel K. Atwill
Presiding Commissioner

[Signature]

Karen M. Miller
District I Commissioner

[Signature]

Janet M. Thompson
District II Commissioner