CERTIFIED COPY OF ORDER

STATE OF MISSOURI ea.

February Session of the January Adjourned

Term. 20

11

County of Boone

In the County Commission of said county, on the

 15^{th}

day of February

20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover the cost of a replacement vehicle for one totaled in a crash:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1195	03945	Insurance Claim Act.	Insurance Proceeds		5,875.00
1123	86800	Emergency Funds	Emergency	17,917.00	
1195	92400	Insurance Claim Act.	Replacement Vehicle		22,792.00

Done this 15th day of February, 2011.

ATTEST:

Vendy S. Noren

Clerk of the County Commission

Edward H. Robb

Presiding **Q**ommissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

To: County Clerk's Office Comm Order #61-20

2/7/2011

PURCHASE REQUISITION

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

REQUEST DATE	ВС	OONE COUNTY, MISS	OURI		
507 VENDOR NO.	Joe Machens Ford VENDOR NAME	PHONE #			
	ADDRESS	CITY	STATE ZIP		
M pid/pep/	Refer to RSMo 50.	BID DOCUMENTATION ed to demonstrate compliance with statuto 60, 50.753-50.790, and the Purchasing Ma	nual—Section 3		
Sole Source Emergence Written Qu Purchase i	enter # below) ce (enter # below) y Procurement (enter # below) totes (3) Attached (>\$2500 to \$4,499) s <\$2500 and is NOT covered by an or sole source	Utility Employee Travel/Meal Reimb Training (registration/conf fees) Dues Pub/Subscription/Transcript Copies Refund of Fees Previously Paid to Co	elect appropriate response below): Mandatory Payment to Other Govt Court Case Travel/Meal Reimb Tool and Uniform Reimb Inmate Housing Remit Payroll Withheld unty Agency Fund Dist (dept #s 7XXX)		
#C11107700	p Bid / Sole Source / Emergency Number)		g Policy Section 3-103); enter RFP if applicable		

Ship to Department # 1251

Bill to Department # 1195

	epa	epartment			Account		Account			Item Description		Unit Price	Amount
1	1	9	5	up	9	2	4	0	0	2011 Ford Crown Victoria Police Interceptor	1	25023	ეყაევ 25023
		1		}						Delete Fire Suppression – line item 006	1	-2936	-2936
										Add Fleet Keyed alike (1294X) – line item 432	1	50	50
										Add Line Item 026 Dealer Prep	1_	625	625
										Add Item 61K - Heated Mirrors	1	35	35
										Add Item I – cloth front / vinyl rear seats	1	65	65
										Add Item 175 – Horn, Siren, Wiring Prep		40	40
										Delete Trunk Pack – line item 005		-160	-160
										Add Item 948 Pwr windows control by driver		25	25
									, ,	Add Item 67R – Rear door handles inop	1	25	25
]						Color: Arizona Beige			
1	1	9	5		7	1	0	1	6	(Insurance deductible)			1000
										,			
													()
										TOTAL			23,792

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

Chad I	vıa	rtın
--------	-----	------

Auditor Approval

2/7/2011 REQUEST

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE
507
VENDOR

NO.

VENDOR NAME	PHONE #	
Joe Machens Ford	 	

ADDRESS	CITY		STATE	ZIP
•	BID DOCUMENTATION demonstrate compliance with statutory bid 0.753-50.790, and the Purchasing Manual—	_	•	
Bid /RFP (enter # below) Sole Source (enter # below) Emergency Procurement (enter # below) Written Quotes (3) Attached (>\$2500 to \$4,499) Purchase is <\$2500 and is NOT covered by an existing bid or sole source	Not Subject To Bidding (select a Utility Employee Travel/Meal Reimb Training (registration/conf fees) Dues Pub/Subscription/Transcript Copies Refund of Fees Previously Paid to County	ippropi	Mandatory Payl Court Case Tra Tool and Unifor Inmate Housing Remit Payroll W	ment to Other Govt vel/Meal Reimb m Reimb
 C111077001 nter Applicable Bid / Sole Source / Emergency Number)	Professional Services (see Purchasing Policy Intergovernmental Agreement Not Susceptible to Bidding for Other Reason		,,	:FP if applicable

Ship to Department # 1251

Bill to Department # 1195

D	epai	rtme	nt		Account		Account Item Description				Unit Qty Price		Amount
1	1	9	5	γľ	9	2	4	0	0	2011 Ford Crown Victoria Police Interceptor 1		24023	24023
				_						Delete Fire Suppression – line item 006	1	-2936	-2936
										Add Fleet Keyed alike (1294X) – line item 432	1	50	50
										Add Line Item 026 Dealer Prep	1	625	625
										Add Item 61K – Heated Mirrors	1	35	35
										Add Item I – cloth front / vinyl rear seats	1	65	65
										Add Item 175 – Horn, Siren, Wiring Prep	1	40	40
										Delete Trunk Pack – line item 005	1	-160	-160
										Add Item 948 Pwr windows control by driver	1	25	25
										Add Item 67R – Rear door handles inop	1	25	25
										Color: Arizona Beige			
1	1	9	5		7	1	0	1	6	2011 Ford CVPI (Insurance deductible)			1000
										TOTAL			22,792
				ı		ı	ı	l l	ı		1		

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of

the county, and have been procured in accordance with statute	ory bidding requirements.
Chad Martin see signature to le	700/09
Prepared By V	$\mathcal I$
	v C
Requesting Official	Auditor Approval

CERTIFIED COPY OF ORDER

STATE OF MISSOURI ea

February Session of the January Adjourned

Term. 20

20 11

County of Boone

In the County Commission of said county, on the

15th

day of February

20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the surplus disposal of the following vehicle:

Year	Description	Approximate Mileage	VIN#
2004	Ford Crown Victoria	98,546	2FAFP71W84X134978

Done this 15th day of February, 2011.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Edward H Robb

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB Director



601 E. Walnut St., Rm. 208 Columbia, MO 65201 Phone: (573) 886-4391 Fax: (573) 886-4390

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPB

Director of Purchasing

DATE:

February 7, 2011

RE:

Surplus Vehicle Disposal

The following vehicle, fixed asset tag 14373 was totaled in an accident on January 28, 2011. Vehicle was determined to be a total loss by MOPERM. The Sheriff's Office is seeking approval to turn title and vehicle over to MOPERM.

Year	Description	Approximate Mileage	VIN#
2004	Ford Crown Victoria		2FAFP71W84X134978

Attached for signature is the fixed asset Disposal Form.

ATT:

Request for Disposal Form

cc:

Disposal File

Greg Edington, PW

Leasa Quick, Chad Martin, Dwayne Carey, Sheriff

Susan Wells, Clerk Caryn Ginter, Auditor

BCSD VEHICLE DISPOSAL CHECK LIST

VEHICLE VIN: 2FAFP71W84X134978
VEHICLE YEAR: 2004 MILEAGE: 98546
REASON FOR DISPOSAL: Totaled by Insurance Co.
CAGE REMOVED: YES
MDT EQUIPMENT REMOVED: YES
LIGHT BAR/SIREN REMOVED: YES
MAGLIGHT/STINGER FLASHLIGHT REMOVED: YES
MOBILE VIDEO EQUIPMENT REMOVED: YES
RADIO EQUIPMENT REMOVED: YES
STRIPES REMOVED: <u>NO – NEEDS TO BE REMOVED BEFORE</u> <u>SELLING BY AUCTION COMPANY</u>
DATE VEHICLE AVAILABLE FOR SALE: $2-14-11$
Boone County Sheriff's Department Date:
Boone County Sheriff's Department Date:

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: $2 - 7 - 11$ FIXED ASSET TAG NUMBER: 14375
DESCRIPTION: 2004 Ford Crown Vic
REQUESTED MEANS OF DISPOSAL: Totaled by Insurance Co.
OTHER INFORMATION: \mathcal{N}
condition of asset: Totaled.
REASON FOR DISPOSITION: Totaled in Wreck
COUNTY / COURT IT DEPT: DOES DOES NOT WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)
desired date for asset removal to storage: $2-14-1/2$
DEPARTMENT: Sheriff SIGNATURE Clad M
AUDITOR ORIGINAL PURCHASE DATE 1/27/2004 RECEIPT INTO 2901-3835
ORIGINAL COST 19,827.00
ORIGINAL FUNDING SOURCE 2787 TRANSFER CONFIRMED TRANSFER CONFIRMED
COUNTY COMMISSION / COUNTY CLERK
APPROVED DISPOSAL METHOD:
TRANSFER DEPARTMENT NAMENUMBER
LOCATION WITHIN DEPARTMENT
INDIVIDUAL
TRADEAUCTIONSEALED BIDS
OTHER EXPLAIN
COMMISSION ORDER NUMBER $62-2011$
DATE APPROVED 15
SIGNATURE SUCCESSION OF THE SU

VEHICLE DISPOSAL ROUTING FORM

INITIAL	
\downarrow	Sheriff's Department:
cm	Prepares Disposal Form
	Prepares Vehicle Disposal Check List
\downarrow	• Notifies Public Works for removal of vehicles from Fleet Management System V
	• Attaches copy of service history (obtained from PW) - N/A (totaled)
OB-	Auditor's Office (Caryn):
	Completes Disposal Form
\downarrow	 Makes Necessary Copies
	• Completes Disposal Form, indicating the department/account for revenue receipt
	Purchasing (Melinda):
	• Contacts Government Center IT Department, Courthouse Administration, Elected
	Officials, Department Heads and County Commission to determine suitability of
	exchanging one of these vehicles for another vehicle currently in service (Mail
	Services, Pool, or JO)
	 Change Disposal Form to reflect "transfer" and notify Carol Wilson/Clerk
	of transfer
\downarrow	• Prepare summary disposal memo for County Commission—attaches disposal form
	and titles and forwards to Clerk's office
	County Clerk's Office (Kerry):
	Schedules on Commission Agenda
	 Notifies Purchasing (Melinda) and Auditor (Caryn) of Scheduled Date
\downarrow	
	County Commission:
	• Signs Disposal Forms; Notes any changes in the method of disposal
\downarrow	• Signs the Title
	• Return all to the County Clerk's Office (Kerry)
	County Clerk's Office (Kerry):
	 Forwards Signed Titles and a copy of signed Disposal Form to Purchasing
	(Melinda)
	 Forwards this Routing Form and Signed Disposal Forms to Auditor (Caryn)
	Purchasing (Melinda):
	• Initiates disposal (GovDeals, Auction, etc)
Make D. J. J.	Notifies Sheriff's Department of approval to dispose of vehicles Sheriff She
Note: Purchasing r	eceives check from Auction, forwarding copies of the check and Bill of Sale to Beverly Braun / Sheriff, Carol Wilson / Clerk, Greg

THIS FORM SHOULD REMAIN ATTACHED TO THE DISPOSAL FORMS

Edington / PW, and Caryn Ginter / Auditor. Original check is forwarded to Treasurer.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	February Session of the January Adjourned			
County of Boone				
In the County Commission of said county, or	e 15 th	day of February	20	11
41. 6.11	.1			

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

Now on this day the County Commission of the County of Boone does hereby approves the renewal of 49-27Oct08 Financial and Compliance Auditing Services with Rubin Brown LLP. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of February, 2011.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Edward H. Robb

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB Director



601 E. Walnut, Room 208 Columbia, MO 65201 Phone: (573) 886-4391 Fax: (573) 886-4390

MEMORANDUM

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPB

DATE:

December 16, 2008

RE:

Renewal to: 49-27OCT08 – Financial and Compliance Auditing Services

Contract 49-27OCT08 - Financial and Compliance Auditing Services was approved in commission on January 4, 2010, commission order number 2-2010. The attached contract renews this existing contract. This contract keeps the renewal fee firm for another year. The total audit fee for the year ended December 31, 2010 is \$83,500.

Contract will be paid out of department 1190 – Non-Departmental, account 71101 – Professional Services. The contract has four remaining optional renewals through 2014.

cc:

Proposal File

June Pitchford, Auditor

pur (PURCHASE REQUISITION 2/5/11 **BOONE COUNTY, MISSOURI** REQUEST DATE To: County Clerk's Office 13642 RubinBrown VENDOR **VENDOR NAME** Comm Order # _ NO. Return to Auditor's Office ADDRESS Please do not remove staple. **BID DOCUMENTATION** This field MUST be completed to demonstrate compliance with statutory bidding requirements. Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3 Bid /RFP (enter # below) Not Subject To Bidding (select appropriate response below): Sole Source (enter # below) Utility Mandatory Payment to Other Govi Court Case Travel/Meal Reimb Emergency Procurement (enter # below) Employee Travel/Meal Reimb Tool and Uniform Reimb Written Quotes (3) Attached (>\$750 to \$4,499) Training (registration/conf fees) ☐ Purchase is <\$750 and is NOT covered by an Inmate Housing Remit Payroll Withheld
Agency Fund Dist (dept #s 7XXX) Remit Payroll Withheld existing bid or sole source Pub/SubscriptIon/Transcript Copies Refund of Fees Previously Paid to County Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable #49-27OCT08 Intergovernmental Agreement (Enter Applicable Bid / Sole Source / Emergency Number) Not Susceptible to Bidding for Other Reasons (Explain):

Ship to Department #

Bill to Department #

D	epai	rtme	nt			A	ccoi	unt		Item Description	Qt y	Unit Price	Amount
1	1	9	0		7	1	1	0	1	Audit fee for year ended December 31, 2010	1	83,500.00	83,500.00
				-			ļ						Security of the second
			<u>. </u>]						<u> </u>			
				-									
										· ·			
	<u> </u>			 									

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

Melinda E	Bobbitt	
	Prepared By	
(Je	lan El H	
71	Requesting Official	
	//	

Auditor Approval

Revised 07/05

Commission Order # _ 63 _ 20 [

AGREEMENT FOR FINANCIAL AND COMPLIANCE AUDITING SERVICES RENEWAL #2 – FOR YEAR ENDED 12/31/2010

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

- 1. Contract Documents This agreement shall consist of this Agreement for Financial and Compliance Auditing Services, County of Boone Request for Proposal number 49-27OCT08 including Instructions and General Conditions, Introduction and General Information, Scope of Services, Contract Terms and Conditions, Proposal Submission Information, the unexecuted Response/Pricing Page, addendums #1, #2, #3, & #4, Best and Final Offer #1, Contractor's proposal response dated October 23, 2008, Best and Final Offer Response dated November 25, 2008, and Engagement Letter dated January 18, 2011, executed by Jeffrey Winter, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Agreement, the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Contract Terms and Conditions, Proposal Submission Information, the unexecuted Response/Pricing Page and the Best and Final Offer, shall prevail and control over the Contractor's proposal, Engagement Letter and Best and Final Offer responses. In addition, the following portions of the Contractor's proposal (also referred to as "Engagement Terms") attached to the Engagement Letter dated January 18, 2011, directed to June Pitchford, Boone County Auditor, are specifically NOT part of this Contract and are to be considered deleted or modified as set forth below:
 - a). Fees and payment terms referenced in Page 8 are modified to be consistent with the terms of this Contract document, paragraphs 2, 3 and 4, as set forth below.
 - b). The "Agreed Upon Scope of Work" is to be considered modified so as to include those terms and provisions set out in the other Contract documents referenced above.
 - c). The "Confidentiality" clause is considered modified so as to allow any disclosure required by Chapter 610 RSMo, also known as "The Sunshine Act."
 - d). The "Limitation of Liability" clause is deleted.
 - e). The "Indemnification" clause is deleted.
 - f). The "Mediation" clause is deleted.
 - g). The "Binding Arbitration" clause is deleted.
 - h). The "Attorneys' Fees and Costs" clause is deleted.
 - i). The "Entire Agreement and Modification" clause is considered modified to be consistent with paragraph 6 below.

- 2. **Purchase** The County agrees to purchase from the Contractor and the Contractor agrees to furnish Financial and Compliance Auditing Services to the County, as described and in compliance with the original Request for Proposal and as presented in Contractor's response(s). Cost for audit fee for said services for year ended December 31, 2010 (for audit conducted in 2011) shall be Eighty Three Thousand Five Hundred Dollars and Zero Cents (\$83,500.00).
- 3. **Contract Duration** This agreement may be extended beyond the expiration date by order of the County for four additional one year periods and thereafter on a month to month basis in the event the County is unable to award a new contract prior to the expiration date. Pricing for renewal years shall be as follows:

Total audit fee for year ended December 31, 2011: \$89,900.00 Total audit fee for year ended December 31, 2012: \$93,200.00 Total audit fee for year ended December 31, 2013: \$96,800.00 Total audit fee for year ended December 31, 2014: \$100,300.00

- 4. Billing and Payment All billing shall be invoiced to the Boone County Auditor on an annual basis for service described in the proposal specifications. The County agrees to pay all invoices within thirty days of receipt of a correct and valid invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 5. **Binding Effect** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 6. *Entire Agreement* This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 7. **Termination** This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if key personnel providing services are changed such that in the opinion of the Boone County commission delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specifications, or if services are deficient in quality in the sole judgment of County, or
- c. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

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

By: Boone Gounty Commission Title: Edward H. Robb, Presiding Commissioner APPROVED AS TO FORM: ATTEST: County Counts County County Clerk AUDITOR CERTIFICATION: Wendy S. Noren County Clerk AUDITOR CERTIFICATION: In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.) Signature Date Appropriation Account



January 18, 2011

Ms. June Pitchford County Auditor Boone County, Missouri 801 East Walnut Columbia, Missouri 65201

RubinBrown LLP
Certified Public Accountants
& Business Consultants

One North Brentwood Saint Louis, MO 63105

T 314.290.3300 F 314.290.3400

W rubinbrown.com
E info@rubinbrown.com

Dear June:

We appreciate the opportunity to be of service to Boone County, Missouri ("Client"). This letter ("Letter") sets forth the services that RubinBrown LLP ("RubinBrown") will provide for you. In order to better understand each party's obligations, the terms "we", "us" and "our" refer to RubinBrown and the terms "you", "your" and "management" refer to Boone County, Missouri. Your engagement of RubinBrown shall be governed by the terms of this Letter, the Agreement for Financial and Compliance Auditing Services, originally dated January 29, 2009 and the attached RubinBrown Engagement Terms.

Scope of Services

We will audit the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprises the financial statements of Boone County, Missouri as of and for the year ended December 31, 2010. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany Boone County, Missouri's basic financial statements. As part of our engagement, we will apply certain limited procedures to Boone County, Missouri's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Information
- 3) Pension Data



Supplementary information other than RSI also accompanies Boone County, Missouri's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

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

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

- 1) Introductory Section of the CAFR
- 2) Statistical Section of the CAFR

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

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

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

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

Management Responsibilities

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

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Boone County, Missouri and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

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

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

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

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

Audit Procedures—General

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

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

As part of this engagement we will ensure that certain additional matters are communicated to the appropriate members of management, the Governing Body, and the Audit Committee. Such matters include (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) audit adjustments that could, in our judgment, either individually or in the aggregate, have a significant effect on your financial reporting process; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with

management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards, and (7) serious difficulties that we encountered in dealing with management related to the performance of the audit.

Audit Procedures—Internal Control

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

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

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

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Boone County, Missouri's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*. OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major

programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Boone County, Missouri's major programs. The purpose of these procedures will be to express an opinion on Boone County, Missouri's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

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

Our firm, as well as all other major accounting firms, participates in a "peer review" program, covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential.

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

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

The audit documentation for this engagement will be retained for a minimum of five years after the date the auditors' report is issued or for any additional period requested by the aforementioned cognizant or grantor agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately May 2, 2011 and to issue our reports prior to June 30, 2011.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone, etc.) except that we agree that our fee will not exceed \$83,500 for the aforementioned services. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, a 1½% per month service charge will be added to balances remaining unpaid after 60 days or more after the invoice date and work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on Boone County, Missouri providing in a timely manner audit schedules and supporting information, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason Boone County, Missouri is unable to provide such schedules, information and assistance, new accounting or auditing standards or an increase in the number of major federal programs beyond one major program as stipulated in our original proposal, all requiring additional work, RubinBrown and Boone County, Missouri will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In providing our services, we will consult with Boone County, Missouri with respect to matters of accounting, financial reporting or other significant business issues. Accordingly, time necessary to effect a reasonable amount of such consultation is reflected in our fee. However, should a matter require research, consultation or audit work beyond that amount, RubinBrown and Boone County, Missouri will agree to an appropriate revision in services and fees.

Except for any changes in fees, which may result from the circumstances described above, our fees will be limited to those set forth above.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our most recent peer review report accompanies this letter.

Conflict of Interest

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

Engagement Terms

Attached hereto is an additional statement of terms regarding our engagement titled, RubinBrown ("RubinBrown") Engagement Terms (hereinafter "RubinBrown Engagement Terms"). The RubinBrown Engagement Terms are hereby incorporated by reference and the contents of this Letter should be construed in accordance with the terms set forth therein, unless expressly stated otherwise in this Letter. When construing or interpreting the contents of this Letter or the terms of our engagement, the RubinBrown Engagement Terms shall govern. To the extent any apparent or actual contradiction may exist, the RubinBrown Engagement Terms shall be deemed controlling and shall supersede any such statement contained herein, unless expressly stated otherwise in the provision or portion of this Letter or the Agreement for Financial and Compliance Auditing Services at issue.

Conclusion

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

We appreciate the opportunity to be of service to Boone County, Missouri and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

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

Very truly yours,

RubinBrown LLP

Jeffrey B. Winter, CPA

Partner

Phone Number: 314.290.3408 E-mail: jeff.winter@rubinbrown.com

JBW:jgc

Enclosures

RESPONSE:

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

Approved By:

Title: nosidina Commissioner

Date: 2-15-2011

RubinBrown LLP ENGAGEMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

To the Partners of RubinBrown LLP and the Center for Public Company Audit Firms Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of RubinBrown LLP (the firm) applicable to non-SEC issuers in effect for the year ended May 31, 2007. The firm's accounting and auditing practice applicable to SEC issuers was not reviewed by us since the Public Company Accounting Oversight Board (PCAOB) is responsible for inspecting that portion of the firm's accounting and auditing practice in accordance with PCAOB requirements. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (the AICPA). The design of the system, and compliance with it, are the responsibilities of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with that system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Committee of the Center for Public Company Audit Firms and included procedures to plan and perform the review that are summarized in the attached description of the peer review process. Our review would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it since it was based on selective tests. Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice applicable to non-SEC issuers of RubinBrown LLP in effect for the year ended May 31, 2007, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and was complied with during the year then ended to provide the firm with reasonable assurance of complying with professional standards.

Weaver and Siduell, L. L.P.

WEAVER AND TIDWELL, L.L.P.

DALLAS

Fort Worth, Texas October 25, 2007

Fore Warm, Town 16102-2806 817,332,7965 1 817,429,5936

Latte W. a. S. wash Street

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AN INDEPENDENT MEMBER OF BAKER TILLY INTERNATIONAL

OFFICES IN

FORT WORTH

HOUSTON

64 -2011

Term. 20

CERTIFIED COPY OF ORDER

STATE OF MISSOURI		February Session of the January Adjourned				
County of Boone	3 ea.					
In the County Commissio	on of said county, on	the .	15 th	day of	February	

11

11

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 C208026004 Voice and Data Wireless Devices and Services with U.S. Cellular. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of February, 2011.

ATTEST:

Clerk of the County Commission

Presiding Commissioner

Karen M. Miller

District I Commissioner

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB Director



601 E.Walnut, Room 208 Columbia, MO 65201 Phone: (573) 886-4391 Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission FROM: Melinda Bobbitt, CPPB

DATE: February 9, 2011

RE: Cooperative Contract – C208026004 – Voice and Data Wireless Devices

and Service – U.S. Cellular

Purchasing requests permission to utilize the State of Missouri cooperative contract C208026004 for Voice and Data Wireless Devices and Service with U.S. Cellular. This is a County-Wide Term and Supply contract. This contract is replacing the City of Columbia cooperative contract number 32/2006 that expires on December 31, 2010.

cc: Contract File

Commission Order # 64-201

PURCHASE AGREEMENT FOR VOICE AND DATA WIRELESS DEVICES AND SE

VOICE AND DATA WIRELESS DEVICES AND SERVICE TERM AND SUPPLY

THIS AGREEMENT dated the ______ day of ______ 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and U.S. Cellular herein Contractor."

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for a term and supply contract for the furnishing and delivery of Voice and Data Wireless Devices and Service in compliance with all bid specifications and any addendum issued for the State of Missouri cooperative contract C208026004 and Boone County Standard Term 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 State of Missouri and the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Standard Terms and Conditions and the State of Missouri contract number C208026004 shall prevail and control over the vendor's bid response.
- 2. Contract Duration This agreement shall commence on the date written above and extend through December 31, 2011 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so.
- 3. *Rates and Charges* Contractor agrees to provide Data and Voice Wireless Devices and Services in accordance with the State of Missouri contract discount pricing structure during the contract period:

Discount on Wireless Plans: 25% Discount on Devices: 75%

4. **Billing and Payment -** All billing shall be invoiced to the ordering County office / department (County is decentralized), and billing may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of a correct monthly statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- 4. **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 hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
 - c. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.
- 7. **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.
- 8. **Entire Agreement** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

U.S. CELLULAR	BOONE COUNTY, MISSOURI
by July Luman title Wirect Salos Manager	by: Boone County Commission Ken Pearson, Presiding Commissioner
APPROVED AS TO FORM:	ATTEST:
County Courselor	Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Signature

County-Wide Term and Supply

10 En combinance region ed

Appropriation Account

STANDARD TERMS AND CONDITIONS - CONTRACT WITH BOONE COUNTY, MISSOURI

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

NOTIFICATION OF STATEWIDE CONTRACT

Date: June 22, 2010

CONTRACT TITLE: DATA & VOICE WIRELESS DEVICES AND SERVICES

CURRENT CONTRACT PERIOD: January 1, 2010 through December 31, 2010

BUYER INFORMATION:

Name: Chris Korsmeyer Phone: (573) 751-4578

Email address: chris.korsmeyer@oa.mo.gov

	Original Contract Period	Potential Final Expiration
RENEWAL INFORMATION	May 30, 2008 through December 31, 2009	December 31, 2013

THE USE OF THESE CONTRACTS FOR DATA AND VOICE WIRELESS DEVICES AND SERVICES IS MANDATORY FOR ALL STATE AGENCIES.

(See the General Information and Requirements section below)

Local Purchase Authority shall <u>not</u> be used to purchase the products or services included in this contract unless a waiver is granted by the Information Technology Services Division.

Instructions for use of these contracts, specifications, requirements, and pricing are attached.

State agencies shall submit all requests for service and equipment for all contracts through:

Office of Administration – Information Technology Services Division

Attention: Sean Northweather or Jason Snyder

301 West High Street, Room 280 Jefferson City, Mo 65101 – 0809

Phone: (573) 751-0784 or (573) 751-8111 E-mail: telecomrequest@oa.mo.gov

State agency questions regarding billing should be directed to:

Joyce Crawford

Fiscal (Billing) Questions

OA/Information Technology Services Division Telephone: (573) 751-8321 or (573) 751-3197

FAX: (573) 751-3299

E-mail: fiscalservices@oa.mo.gov

Cooperative agencies must contact the contractors directly as stated below.

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	Issue	Summary of Changes	
Period	Date		
01/01/10-12/31/10	06/22/10	Update Sprint's contact person information	
01/01/10-12/31/10	04/19/10	Update US Cellular contact phone number	
01/01/10-12/31/10	12/03/09	Contract C208026001 is not renewed, see contract C208026003	
01/01/10-12/31/10	11/17/09	Update Verizon's contact email.	
01/01/10-12/31/10	10/22/09	Contract renewal	
05/30/08-12/31/09	07/06/09	Change Alltel's point of contact information. Alltel was purchased by Verizon.	
05/30/08-12/31/09	02/25/09	Added a contact name for agencies to submit their requests to.	
05/30/08-12/31/09	10/17/08	Added contract numbers for each contractor.	
05/30/08-12/31/09	10/10/08	Initial issuance of notice of new statewide contracts.	

GENERAL INFORMATION AND REQUIREMENTS

<u>Contract Awards</u>: Five contracts were established for the acquisition of wireless communications services and devices, on an as needed, if needed basis for agencies located throughout the State of Missouri. All contractors will provide wireless phones, Blackberry devices, and internet cards for service throughout the state of Missouri. The contractors are as follows:

- Alltel Communications
- AT&T Mobility
- Sprint
- U.S. Cellular
- Verizon Wireless

<u>Contract Orders</u>: Orders must be approved and released for processing through the Information Technology Services Division. Invoices will be submitted to, and paid by the Information Technology Services Division. Agencies will be invoiced by ITSD through the agency's monthly telecommunications billing.

State of Missouri agencies may request a password to search for available plans and devices through the contractors' web sites.

<u>Recycling</u>: Each of the contractors has a program for recycling old wireless devices. Agencies are strongly encouraged to utilize one of the following recycling programs for their old wireless equipment:

AT&T: http://www.wireless.att.com/about/community-support/recycling.jsp

U.S. Cellular: http://www.recycleforus.com/uscellular-retailers.asp

Verizon: http://aboutus.vzw.com/communityservice/hopeLineRecycling.html
Sprint: http://www.sprint.com/citizenship/communities across/index.html

Full Circle: http://www.fullcirclewireless.com/

COOPERATIVE ENTITY INFORMATION AND POINTS OF CONTACT

Cooperative agencies must contact the contractors stated below directly for product and pricing information. The following contractors have agreed to provide their products and services to cooperative agencies in accordance with the respective contracts.

Alltel Communications Contract # C208026001 - not renewed, see contract C208026003

AT&T Mobility Contract # C208026002

Discount on Wireless Plans: 18% Discount on Devices: 50%

Contact Person: Jeff Pohle Telephone: (314) 210-9393 FAX: (314) 543-6474 E-mail: jeff.pohle@att.com

Sprint Contract # C208026005

Discount on Wireless Plans: 25% Discount on Devices: 39%

Contact Person: James E. Cutler

Mobile: (314)322-8629

E-mail: James.Cutler@sprint.com

U. S. Cellular Contract # C208026004

Discount on Wireless Plans: 25% Discount on Devices: 75%

Contact Person: Teri Twyman, Wireless Business Consultant

Telephone: (660)-651-2205 FAX: (573) 881-8345

E-mail: teri.twyman@uscellular.com

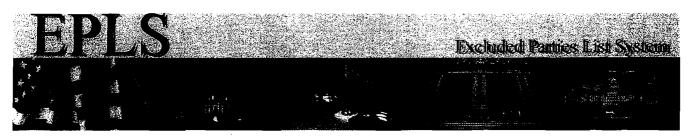
Verizon Wireless Contract # C208026003

Discount on Wireless Plans: 20% Discount on Devices: 40%

Contact Person: Richard Lindquist

Phone: (636) 345-9381

E-mail: richard.lindquist@verizonwireless.com



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : u. s. cellular State : MISSOURI

As of 23-Nov-2010 4:08 PM EST Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

- > Search Help
- > Public User's Manual
- >FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

> For Help: Federal Service Desk

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

| Date |

COUNTY OF BOONE - MISSOURI WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Boone)
State of
My name is Teri Tuyman. I am an authorized agent of U.S. Cellular
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees
working in connection with services provided to the County. This business does not knowingly employ any person
that is an unauthorized alien in connection with the services being provided. Documentation of participation in a
federal work authorization program is attached to this affidavit.
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contract
that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit
under penalty of perjury that all employees are lawfully present in the United States. Afffant Date Printed Name
Subscribed and sworn to before me this 4 day of 7ebruary, 2011.
BRENDA CAREY Notary Public-Notary Seai State of Missouri, Boone County Commission # 07420737 My Commission Expires Jul 27, 2011

Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.

65 -2011

CERTIFIED COPY OF ORDER

February Session of the January Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the 15th day of February 20 11

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 Missouri Department of Transportation contract 3-080919HD for a 1 Ton Pickup Truck wit Putnam Chevrolet of California, Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of February, 2011.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Edward H. Robb

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB Director



601 E. Walnut, Room 208 Columbia, MO 65201 Phone: (573) 886-4391 Fax: (573) 886-4390

MEMORANDUM

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPB

DATE:

February 9, 2011

RE:

3-080919HD - 1 Ton Pickup Truck

Purchasing and Public Works request permission to utilize the Missouri Department of Transportation contract 3-080919HD to purchase one (1) 2011 1 ton 4x4 pickup truck from Putnam Chevrolet of California, Missouri.

Total cost of contract is \$29,991.00 and will be paid from department 2040 – Public Works Maintenance Operations, account 92400 – Replacement Auto/Trucks. \$30,000.00 was budgeted for 2011.

The Purchasing Department requests permission to dispose of the following surplus: 2001 Chevrolet ½ ton Pickup Truck 4WD with flatbed, fixed asset tag 13024.

Attached is the Disposal Form for signature.

ATT Public Works Memo

Disposal Form

cc:

Greg Edington, PW

Contract File

Boone County Public Works

Gregory P. Edington

Fleet Operations Superintendent Maintenance Operations Division



5551 Highway 63 South Columbia, Missouri 65201-9711 (573) 449-8515 ext (226) FAX (573) 875-1602 EMAIL: gregedington@boonecountymo.org

Date:

January 27, 2011

To:

Melinda Bobbitt

From:

Greg Edington

Subject:

2011 Pick-up Truck purchase - State Bid

The Public Works Department – Maintenance Operations Division (2040) recommends purchasing One (1) 1 Ton 4WD Extended Cab Pickup Truck off of MoDot bid # 3-080919HD, Item #4. The bid has a multiple vendor awards. Putnam Chevrolet had the lowest cost with the desired options and provides the equipment that best fits the Department's needs. Below is a summary of base costs and option costs:

Base Price: \$ 27,035.00

Options:

4A (Platform Bed)	\$ 2,995.00
4B (Bulkhead)	\$ 780.00
40 (Four Wheel Drive 4WD)	\$ 2,996.00
4Q (Trailer Package)	\$ 450.00
4T (Gas Engine in Lieu of Diesel)	\$ (6,420.00)
4W (Snow Plow Package)	\$ 282.00
4CC (Limited Slip Rear Axle)	\$ 298.00
- ·	

Tool Boxes for Bed

\$ 1,575.00

Exterior Color: Red

Total of bid base price with Dealer options: \$ 29,991.00

The amount budgeted for the vehicle in the 2011 budget is \$30,000. The equipment will be purchased out of account 2040 class 92400.

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 01/05/11	FIXED ASSET TAG NUMBER: 13024		RECEIVED
DESCRIPTION: 2001 Chevrolet 1/2 T Pick	kup 4WD w/flatbed		
			JAN 07 2011
REQUESTED MEANS OF DISPOSAL:	BOONE COUNTY AUDITOR		
OTHER INFORMATION: VIN: 1GCEK	14VX1Z303683; O	DO: 135,903 miles; County	/ehicle # 1721
CONDITION OF ASSET: Fair			•
REASON FOR DISPOSITION: High mile	eage, vehicle does i	ot meet needs of the assigned	work.
COUNTY / COURT IT DEPT. (circle one OWN USE (this item is applicable to comp			ANSFER THIS ITEM FOR ITS
DESIRED DATE FOR ASSET REMOVA	L TO STORAGE:	In use until replacement vehi	cle arrives.
WAS ASSET PURCHASED WITH GRAIF YES, ATTACH DOCUMENTATION	SHOWING FUND	NG AGENCY'S PERMISSI	ON TO DISPOSE OF ASSET.
DEPARTMENT: 2040	SIGNA	TURE AT	2 -
AUDITOR ORIGINAL PURCHASE DATE//	4/2001	receipt into2	049-3835
ORIGINAL COST	.00	GRANT FUNDED (Y/N)	N
ORIGINAL FUNDING SOURCE274/		% FUNDING	
		AGENCY DOCUMENTATION AT	
ASSET GROUP		TRANSFER CONFIRMEI	
COUNTY COMMISSION / COUNTY	CLERK		
APPROVED DISPOSAL METHOD:			
TRANSFER DEPARTMEN	T NAME		NUMBER
LOCATION W	TTHIN DEPARTM	ENT	
INDIVIDUAL	_		
TRADEAUCTION	SE	LED BIDS	
OTHER EXPLAIN			
COMMISSION ORDER NUMBER		-	
DATE APPROVED		_	
SIGNATURE			

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 01/05/11	FIXED AS	SET TAG NUMBER: 13024	RECEIVED
DESCRIPTION: 2001	Chevrolet ½ T Pickup 4WD w/f	latbed	JAN 07 2011
REQUESTED MEANS	BOONE COUNTY AUDITOR		
OTHER INFORMATIO	N: VIN: 1GCEK14VX1Z3036	83; ODO: 135,903 miles; County Vehicle #	: 1721·
CONDITION OF ASSE	T: Fair		
REASON FOR DISPOS	ITION: High mileage, vehicle	does not meet needs of the assigned work.	
	DEPT. (circle one) DOES /DO applicable to computer equipme	ES NOT (circle one) WISH TO TRANSFE ent only)	R THIS ITEM FOR ITS
DESIRED DATE FOR A	ASSET REMOVAL TO STORA	AGE: In use until replacement vehicle arrive	es.
IE VES ATTACH DOC	SED WITH GRANT FUNDING INTERPRETATION SHOWING F	INDING AGENCY'S PERMISSION TO D	DISPOSE OF ASSET.
DEPARTMENT: 2040	SI	GNATURE CONTROL OF THE CONTROL OF TH	
<u>AUDITOR</u>	,	RECEIPT INTO	
ORIGINAL COST	18,607.00	GRANT FUNDED (Y/N) _ N	
ORIGINAL FUNDING	SOURCE 274/	GRANT NAME % FUNDING AGENCY	
ASSET GROUP	1605	DOCUMENTATION ATTACHED TRANSFER CONFIRMED	(Y/N)
COUNTY COMMISSI	ON / COUNTY CLERK		
APPROVED DISPOSAL	METHOD:		
TRANSFER	DEPARTMENT NAME	NUMBE	R
	LOCATION WITHIN DEPA	RTMENT	
	INDIVIDUAL		
TRADE	:/AUCTION	_SEALED BIDS	
OTHER EX	PLAIN		
COMMISSION ORDER DATE APPROVED	NUMBER 65-2 2.15.11		
SIGNATURE	1 0		
S	and I All		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI County of Boone

February Session of the January Adjourned

Term. 20

11

In the County Commission of said county, on the

15th

day of February

20 11

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

Now on this day the County Commission of the County of Boone does hereby take up the matter of the disposition of the 2010 tax sale surplus relating to parcel # 21-202-03-00-013.00:

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 Clementine Kennedy, who has filed a verified surplus claim with the Boone County Treasurer, which is 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 her office and made a part of the record before the Commission, is satisfied that Clementine Kennedy is the owner of the subject property and is entitled to the surplus of Fifteen Thousand Nine Hundred Fifty Five Dollars and Eighty One Cents (\$15,955.81) and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer, the County Commission hereby approves the disposition of surplus in the amount of Fifteen Thousand Nine Hundred Fifty Five Dollars and Eighty One Cents (\$15,955.81) via check payable to Clementine Kennedy.

Done this 15th day of February, 2011.

ATTEST:

Clerk of the County Commission

Edward H. Robb

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner



RECEIVED:

TAN 3 1 200

PREASUMEN'S OFFICE

Jan Fugit

Boone County Government Center 801 E. Walnut RM 112 Columbia, MO 65201-7798 Telephone 573-886-4365 Fax 573-886-4369 E-mail: jfugit@boonecountymo.org

SURPLUS CLAIM

NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

I, (Clementine Kennedy), shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$ 15,955.81 (Fifteen Thousand Nine Hundred Fifty-five Dollars and Eighty-one cents) resulting from the tax certificate sale conducted by the Boone County Collector on August 23, 2010. 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.

Sec 03 T 47 R 12

Legal Description: All that part of SE 1/4 SE 1/4 SW 1/4 of Sec 3 T47N R12W lying S & E of public road & W of

W line of tract deeded to John Humpf & wife rec in Book/Page 500/15 as rec by Quit Claim Deed rec Book/Page 858/407 Current mailing address: Social Security Number Driver's License/State ID Number Daytime Telephone Number(s) County of in the year 2011, before me, the undersigned notary public, personally On this Clementine Kenne , known to me to be the person(s) whose appeared 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. Notary Public expres 11-18-12 DEBORAH H DOAN **NOTARY PUBLIC**

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 112, 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.

JOHNSTON COUNTY NO

Property: Parcel # 21-202-03-00-013.00

Parcel address: Bonne Femme Church Rd

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term, 20

11

County of Boone

In the County Commission of said county, on the

15th

February

11 20

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Thursday, February 24, 2011, at 2:30 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021 (1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 15th day of February, 2011.

ATTEST:

Wendy S. Norep

Clerk of the County Commission

Edward H. Robb

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner