

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the

10<sup>th</sup>

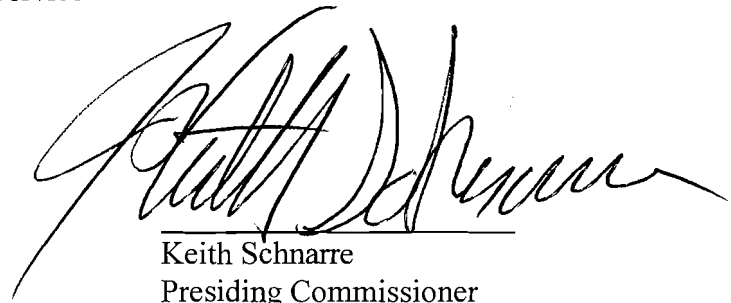
day of November

20 05

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

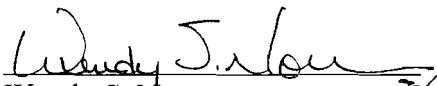
Now on this day the County Commission of the County of Boone does hereby award bid 43-20OCT05 for Extradition Services Term and Supply as follows and authorize the Presiding Commissioner to sign said contracts:

- Primary Provider: U.S. Fugitive Recovery Service
- Secondary Provider: PTS of America, LLC

Done this 10<sup>th</sup> day of November, 2005.


Keith Schnarre  
 Presiding Commissioner

ATTEST:



Wendy S. Noren  
 Clerk of the County Commission



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

# Boone County Purchasing

Heather Turner, CPPB  
Buyer



601 E. Walnut, Room 209  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

438-2005

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## MEMORANDUM

TO: Boone County Commission  
FROM: Heather Turner, CPPB  
DATE: October 28, 2005  
RE: 43-20OCT05 Extradition Services Term & Supply

The Bid for Extradition Services Term and Supply closed on October 20, 2005. Three bids were received. Upon completion of the bid evaluation, Corrections and the Purchasing Department recommend award for the lowest and best bids in the following order. Two contracts will be in place in the event one of the companies is unable to provide extradition services at the time requested by the County.

Primary Provider: U.S. Fugitive Recovery Service  
Secondary Provider: PTS of America, LLC

The contract will run through June 30, 2006. There are no purchase requisitions attached, as this is a Term and Supply contract. The contract will be paid out of Department 1255-Corrections, Account Number 85600-Extradition Expenses. There is \$35,000.00 in the FY '06 budget for these services.

ATTACHMENT: Bid Tabulation

cc: Bid File  
Leasa Quick, Sheriff's Department

# Bid Tab

## 43-20OCT05 Extradition Services Term and Supply

		U.S. Fugitive Recovery Service	Prisoner Transportation Services	TransCor
<b>4.7</b>	<b>Description</b>			
<b>4.7.1</b>	<b>Price Per Mile - Adult Prisoner</b>	<b>\$1.01</b>	<b>\$1.05 males \$1.25 females</b>	<b>\$1.25</b>
<b>4.7.2</b>	<b>Price Per Mile - Juvenile Prisoner</b>	<b>\$1.19</b>	<b>Case-by-case basis</b>	<b>Case-by-case basis</b>
<b>4.7.3</b>	<b>Minimum Trip Fee</b>	<b>\$250.00</b>	<b>\$400.00</b>	<b>\$500.00</b>
<b>4.7.4</b>	<b>Discount if more than one prisoner per pickup/drop-off location at the same time</b>	<b>50%</b>	<b>25%</b>	<b>25%</b>
<b>4.7.5</b>	<b>Penalty for Canceled Trip</b>	<b>\$250.00</b>	<b>0 if within 24 hrs of order; otherwise 50%</b>	<b>\$250.00 after 48 hrs</b>
<b>4.8</b>	<b>Maximum Percentage Increase for following years:</b>			
	<b>2nd Year</b>	<b>0%</b>	<b>4%</b>	<b>5%</b>
	<b>3rd Year</b>	<b>1%</b>	<b>4%</b>	<b>5%</b>
	<b>4th Year</b>	<b>2%</b>	<b>4%</b>	<b>5%</b>
	<b>5th Year</b>	<b>3%</b>	<b>4%</b>	<b>5%</b>
<b>4.1</b>	<b>CO-OP</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>

**PURCHASE AGREEMENT  
FOR  
EXTRADITION SERVICES TERM AND SUPPLY**

**Secondary Supplier**

**THIS AGREEMENT** dated the 10 day of NOV 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **PTS of America, LLC**, 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 **Extradition Services Term and Supply**, County of Boone Request for Bid for Extradition Services Term and Supply, bid number **43-20OCT05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions as well as the Contractor's bid response dated October 14, 2005 and executed by Kent Wood on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall be for the period from Date of Award through June 30, 2006 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. PTS of America, LLC shall act as the secondary supplier and shall furnish all services bid for the County if the primary contracted supplier cannot provide services within an acceptable timeframe for the County, as needed and as ordered by the County.

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

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

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

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

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

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

**PTS OF AMERICA, LLC**

by [Signature]  
title Owner  
address 1877 Airline Drive  
Nashville, TN 37210

**BOONE COUNTY, MISSOURI**

by: [Signature]  
Boone County Commission  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

[Signature]  
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.)

Term & Supply - No Encumbrance Required K# 10/31/05 1255/85600 Term/Supply  
Signature Date Appropriation Account

**PURCHASE AGREEMENT  
FOR  
EXTRADITION SERVICES TERM AND SUPPLY**

**Primary Supplier**

**THIS AGREEMENT** dated the 10 day of NOV 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **U.S. Fugitive Recovery Service**, 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 **Extradition Services Term and Supply**, County of Boone Request for Bid for Extradition Services Term and Supply, bid number **43-20OCT05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions as well as the Contractor's bid response dated October 18, 2005 and executed by Eric S. Kindley on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall be for the period from Date of Award through June 30, 2006 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. U.S. Fugitive Recovery Service shall act as the primary supplier and shall furnish all items bid, as needed and as ordered by the County. If the Contractor is unable to provide services within the timeframe specified by the County, the County will contact and schedule services with the secondary contracted supplier.

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery 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; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of

the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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


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

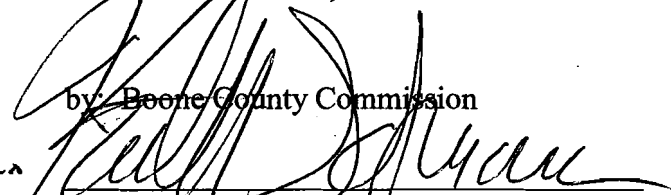
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

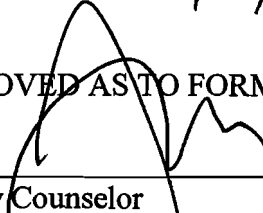
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

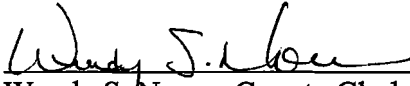
**U.S. FUGITIVE RECOVERY SERVICE**

**BOONE COUNTY, MISSOURI**

by  Eric S. Kindly  
 title Exec Director of Extradition  
 address 7251 W. Lake Meade  
St 300  
LAS VEGAS, NV 89128

by  Boone County Commission  
 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:  
  
 County Counselor

ATTEST:  
  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

Term & Supply - No Encumbrance Required 10/31/05 1255/85600 Term/Supply  
 Signature Date Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the

10<sup>th</sup>

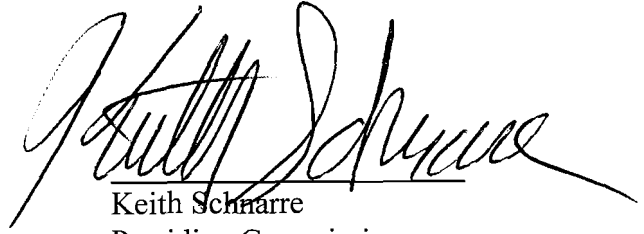
day of November

20 05

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

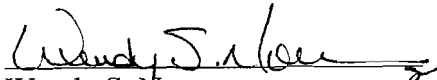
Now on this day the County Commission of the County of Boone does hereby award bid 61-18OCT05 for Grading MKT Trail Term and Supply to Blacktop Paving Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

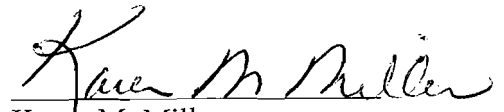
Done this 10<sup>th</sup> day of November, 2005.



Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
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

439-2005

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: November 8, 2005  
RE: 61-18OCT05 – Grading MKT Trail

The Bid for Grading MKT Trail – Term and Supply was issued on September 27, 2005. The bid closed on October 18, 2005. One bid and one “no bid” were received. Purchasing and Facilities Maintenance recommend award for the low bid to Blacktop Paving Company.

This term and supply contract will be paid out of department 1610 – Parks and Recreation, account 60400 – Grounds Maintenance.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Ken Roberts, Facilities Maintenance  
Bid File

**Bid Tabulation 61-18OCT05**

Bid Tab

61-18OCT05 Grading MKT Trail

Mobilization	Blacktop Paving			
a	b	c	d	e
Equipment	Estimated Events per Year	Mileage – Round-trip to MKT Trail	\$ per mile	Total \$ (b x c x d)
Motor Grader	2	38	\$4.85	\$368.60
Tractor w/8' Box Blade	2	38	\$4.00	\$304.00
Compaction Roller	2	38	\$4.00	\$304.00
Backhoe	1	38	\$4.00	\$152.00
Skid Steer Loader Case 90XT	1	38	\$3.75	\$142.50
Bobcat	1	38	\$3.75	\$142.50
CAT D-5 Dozer/Loader	1	38	\$4.00	\$152.00
Single Axle Dump Truck (8-9 ton loads)	1	38	\$4.00	\$152.00
Tandem Axle Dump Truck (14-16 ton loads)	1	38	\$4.00	\$152.00
Flatbed Single Axle Dump Truck (5-7 ton loads)	1	38	\$4.00	\$152.00
One Ton Dually Flatbed Dump Truck (2-3 ton loads)	1	38	\$3.75	\$142.50
<b>Total \$ for Mobilization</b>				<b>\$2,164.10</b>

Hourly Rates:				
a	b	c	d	e
Equipment	Estimated Hours per Year	Standard Rate \$/hour (equipment w/operator)	Premium Rate \$/hour (equipment w/operator)	Total \$ (b x c)
Motor Grader	32	\$85.00	\$95.00	\$2,720.00
Tractor w/8' Box Blade	32	\$60.00	\$70.00	\$1,920.00
Compaction Roller	32	\$45.00	\$55.00	\$1,440.00
Backhoe	8	\$65.00	\$75.00	\$520.00
Skid Steer Loader Case 90XT	8	\$65.00	\$75.00	\$520.00
Bobcat	8	\$50.00	\$60.00	\$400.00

CAT D-5 Dozer/Loader	8	\$85.00	\$95.00	\$680.00
Single Axle Dump Truck (8-9 ton loads)	8	\$50.00	\$60.00	\$400.00
Tandem Axle Dump Truck (14-16 ton loads)	8	\$60.00	\$70.00	\$480.00
Flatbed Single Axle Dump Truck (5-7 ton loads)	8	\$50.00	\$60.00	\$400.00
One Ton Dually Flatbed Dump Truck (2-3 ton loads)	8	\$40.00	\$50.00	\$320.00
<b>Total \$ for</b>				<b>\$9,800.00</b>

<b>TOTAL</b>	<b>\$</b>	<b>11,964.10</b>
<b>PRICE</b>		
<b>ALL</b>		
<b>WORK:</b>		

Statement of Bidder's Qualifications	YES
% Increase 2nd Contract Period	5%
% Increase 3rd Contract Period	5%
COOP	YES

**No Bids**

S & C Bridge & Concrete, Inc.

439-2005

**PURCHASE AGREEMENT  
FOR  
GRADING MKT TRAIL - TERM AND SUPPLY**

**THIS AGREEMENT** dated the 10 day of NOV 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Blacktop Paving Company**, 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 Grading of MKT Trail - Term and Supply, County of Boone Request for Bid, bid number **61-18OCT05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Statement of Bidder's Qualifications, Addendum Number One, as well as the Contractor's bid response dated October 17, 2005 and executed by Donald L. Wilson on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum Number One and Statement of Bidder's Qualifications shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on January 1, 2006 and extend through December 31, 2006, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Grading of MKT Trail Services** as identified and responded to in the Contractor's Response Form. Service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery 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; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

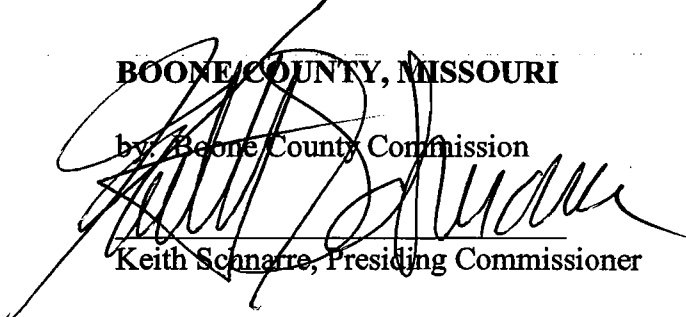
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

**BLACKTOP PAVING COMPANY**

by \_\_\_\_\_  
 title \_\_\_\_\_  
 address \_\_\_\_\_  
 \_\_\_\_\_

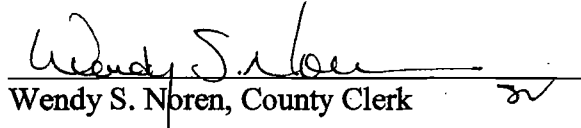
**BOONE COUNTY, MISSOURI**

by Boone County Commission  
  
 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising by 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.)

1610 Facilities Maintenance  
6100-60400 - Term and Supply -

*no encumbrance required 11/7/05*  
 \_\_\_\_\_  
 Signature *aj se* Date Appropriation Account

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the

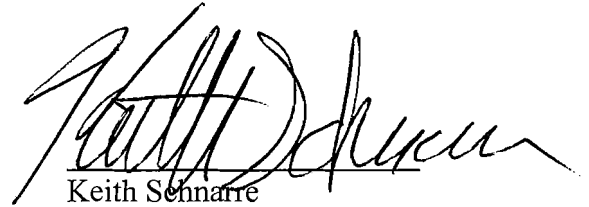
10<sup>th</sup>

day of November

20 05

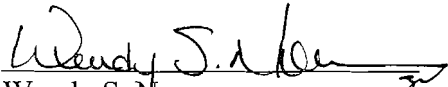
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 60-18OCT05 for Emergency HVAC Services Term and Supply to J. Louis Crum Corporation. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

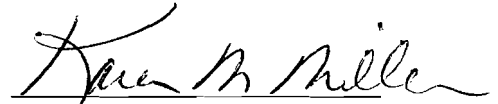
Done this 10<sup>th</sup> day of November, 2005.


Keith Sennare  
 Presiding Commissioner


ATTEST:



Wendy S. Noren  
 Clerk of the County Commission



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

440-2005

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: November 4, 2005  
RE: 60-18OCT05 – Emergency HVAC Services Term and Supply

The Bid for Emergency HVAC Services Term and Supply was issued on September 27, 2005. The bid closed on October 18. One bid and one “no bid” were received. Upon the completion of the bid evaluation, Facilities Maintenance and Purchasing recommend award for low bid to J. Louis Crum.

The contract will run through December 31, 2006 with four, one-year renewals. There are no requisitions attached, as this is a Term and Supply contract.

ATTACHMENT: Bid Tabulation

cc: Bid File  
Ken Roberts, Facilities Maintenance

**Bid Tabulation 60-18OCT05**  
**Emergency HVAC Services Term and Supply**

			<b>J. Louis Crum Corporation</b>
4.7.1.	ITEM	DESCRIPTION	%
	1	Material (Total Cost plus %) \$0-	20%
	2	Material (Total Cost plus %) \$750-\$4,499	15%
	3	Material (Total Cost plus %) \$4,500 and up	10%
	4	Rental Equipment (Cost plus %)	15%
			<b>\$ PER HOUR</b>
	5	HVAC Services (Straight Time)	\$50.00
	6	Rate per hour for each additional worker (Straight Time)	\$50.00
	7	HVAC Services (Nights and Weekends)	\$65.00
	8	Rate per hour for each additional worker (Nights and Weekends)	\$65.00
	9	HVAC Services (Holidays)	\$81.00
	10	Rate per hour for each additional worker (Holidays)	\$81.00
4.10.		Call Response Time: within _____ hours after notification by County.	<b>1 hour</b>
4.11.		Holidays: Contractor shall list the holidays observed by their company	New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after
4.13.		Maximum % Increase 2 <sup>nd</sup> Contract Period: _____ % on items #5 - #10 only	4.5%
		Maximum % Increase 3 <sup>rd</sup> Contract Period: _____ % on items #5 - #10 only	4.5%



	Maximum % Increase 4th Contract Period: _____% on items #5 - #10	4.5%
	Maximum % Increase 5th Contract Period: _____% on items #5 - #10 only	4.5%
4.14.	Co-op	Yes
	<b>No Bids:</b>	
	C/S Cleaning & Maintenance L.L.C.	

**PURCHASE AGREEMENT  
FOR  
EMERGENCY HVAC SERVICES TERM AND SUPPLY**

440-2005

**THIS AGREEMENT** dated the 10 day of NOV 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **J. Louis Crum Corporation**, 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 **Emergency HVAC Services Term and Supply**, County of Boone Request for Bid, bid number **60-18OCT05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A, Standard Terms and Conditions, as well as the Contractor's bid response dated October 18, 2005 and executed by Don Van den Bergh on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on January 1, 2006 and extend through December 31, 2006, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Emergency HVAC Services as identified and responded to in the Contractor's Response Form. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. The Contractor agrees to respond by phone within one hour after notification by the County. If the proposed schedule is acceptable to the County, the Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County may seek the services from another vendor.

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery 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; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

**J. LOUIS CRUM CORPORATION**

**BOONE COUNTY, MISSOURI**

by Don Van der Beek  
title Mgr - Service Division  
address 1312 Creevy Springs Road  
Columbia, Mo 65202

by Boone County Commission  
Keith Schnarre  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Wendy S. Noren  
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.)

no encumbrance required  
Signature [Signature]

11/2/05  
Date

Facilities Maintenance Term/Supply  
6100-60100 60200

Appropriation Account

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

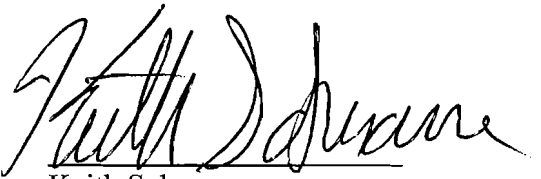
Term. 20 05

In the County Commission of said county, on the 10<sup>th</sup> day of November 20 05

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

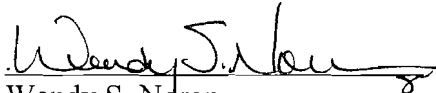
Now on this day the County Commission of the County of Boone does hereby authorize the disposal of surplus property as listed on the October 31, 2005 memo from the Purchasing Department. It is further ordered that the Presiding Commissioner be hereby authorized to sign said disposal request forms.

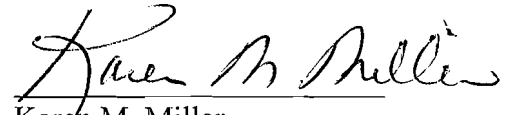
Done this 10<sup>th</sup> day of November, 2005.



Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

**Boone County Purchasing**  
**Kerry Patton**  
 Office Specialist



601 E. Walnut, Room 209  
 Columbia, MO 65201  
 Phone: (573) 886-4394

**MEMORANDUM**

**TO:** Boone County Commission  
**FROM:** Kerry Patton  
**RE:** Surplus Disposal Request  
**DATE:** October 31, 2005

The following items have been identified as surplus. The Purchasing Department is requesting approval for disposal by auction on all items except the following: *Items 14 and 15. They were previously read (Commission Order 396-2005). These items will be destroyed per Captain Braun's request. Item 16 will be destroyed per Sgt. O'Sullivan.*

	Asset #	Description	Make	Model	Condition of Asset	Serial #
1.	11412	21" Monitor	View Sonic	P815 2M	Non Working	
2.	13071	Printer	HP	Deskjet 950C	Good	MY0311f2f4
3.	None	17" Monitor	Compaq			1100CG43HS585
4.	None	17" Monitor	Compaq		Good	015CG43HI215
5.	None	17" Monitor	Compaq		Good	110CG43HY308
6.	None	17" Monitor	Compaq		Good	100cg43ha215
7.	None	17" Monitor	Compaq		Good	928cd615g144
8.	None	17" Monitor	Compaq		Good	110cg43hs589
9.	None	17" Monitor	Compaq		Good	110cg43ha211
10.	None	17" Monitor	Compaq		Good	938cg43ha522
11.	None	17" Monitor	Compaq		Good	110cg43ha212
12.	None	17" Monitor	Compaq		Good	937cg43hm686
13.	None	17" Monitor	Compaq		Good	938cg43ha370
14.	13318	INTOXILYZER				
15.	13351	INTOXILYZER				
16.	None	(2) code 3 light bars			Inoperable	
17.	None	17" Monitor	Compaq		Good	110cg43hs159

cc: Surplus File  
 Sue Lake, Auditor

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the

10<sup>th</sup>

day of November

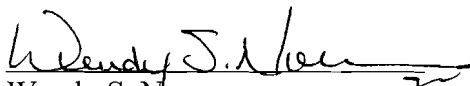
20 05

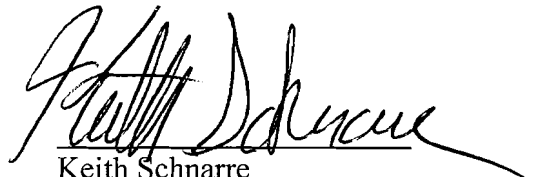
the following, among other proceedings, were had, viz:

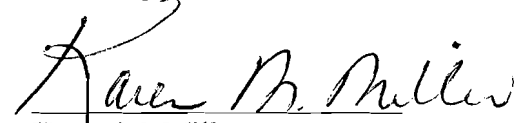
Now on this day the County Commission of the County of Boone does hereby approve the Road Maintenance Cooperative Agreement with Howard County, Missouri. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

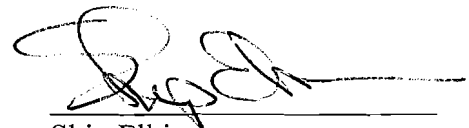
Done this 10<sup>th</sup> day of November, 2005.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

## ROAD MAINTENANCE COOPERATIVE AGREEMENT

This Agreement dated the 10 day of NOV, 2005, is made by and between Boone County, Missouri, a political subdivision of the state of Missouri, by and through its County Commission, herein "Boone County", and Howard County, Missouri, a political subdivision of the state of Missouri, by and through its County Commission (herein "Howard County").

In consideration of the performance by each party of its obligations under this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** – In order to promote efficiency in the maintenance and repair of county roads intersecting the borders of Boone County and Howard County, each county through its county commission desires to formalize and implement an agreement in which each county performs routine road maintenance and repair, and provides other services enumerated in this agreement, for portions of roads extending outside of their respective jurisdictions. The following twelve (12) roads that intersect the Boone County and Howard County boundary are shown by the attached Exhibits

- a) Thornhill Road (Exhibit A)
- b) Hussey Road (Exhibit B)
- c) West Carr Lane (Exhibit C)
- d) North Ridge Road (Exhibit C)
- e) Ridge Road (Exhibit D)
- f) Coyote Hill Road (Exhibit E)
- g) Eaton Road (Exhibit F)
- h) Rupard Road (Exhibit F)
- i) Drane Road (Exhibit G)
- j) Callahan Creek Road (Exhibit H)
- k) Drake Lane (Exhibit I)
- l) Bramblett Lane (Exhibit I)

Each exhibit also designates coordinates where maintenance responsibility for each county is designated notwithstanding geographic county boundaries. With respect to these roads as designated, each county shall provide the services enumerated in this agreement in the locations on the Exhibits outside the geographic boundaries of their respective jurisdictions.

2. **Routine Road Maintenance and Repair:** It is agreed that from and after the date of this agreement Boone County and Howard County shall provide routine maintenance and repair of the roadways in each others jurisdiction, as indicated on the attached Exhibits A through I. As used in this agreement, the term "routine maintenance and repair" includes only the following services: gravel and grading; snow plowing and ice control; mowing, including brush control and removal around regulatory signs,

curves, and other areas where driver visibility is obscured by brush or trees, except that Boone County will retain responsibility for brush and tree trimming along the west side of Bramlett Lane north of Drake Lane to the County line; ditching and culvert cleanout; culvert replacement 48 inch diameter or less; repair and replacement of road identification and marking signs, but excluding repair and replacement of traffic control and regulatory signs; and removal of obstructions and elimination of hazards within the roadway such as downed trees and washouts. Maintenance ends/begins signs will be installed to mark the agreed upon locations as close as practicable to points shown on the attached exhibits. Routine maintenance and repair shall be performed at such intervals and to the extent deemed reasonably necessary and appropriate by the county responsible for routine maintenance in order to promote safe and passable road usage by the traveling public. When applicable to portions of roads subject to this agreement, citizen communications and complaints concerning routine maintenance and repair as well as citizen requests for routine maintenance or repair covered by this agreement shall be forwarded to the county responsible for routine maintenance under this agreement for appropriate response as soon as reasonably practicable after receipt.

3. **Extraordinary and Emergency Maintenance and Repair** – In cases where extraordinary or emergency maintenance is immediately required in order to eliminate roadway hazards, such as removal of storm debris, erecting barriers in flooded areas, repairing washouts, or hazardous ice treatment, the party responsible for routine maintenance and repair shall also provide these services upon notification of the immediate need for such services. In this regard, both Boone and Howard counties shall establish a system for 24 hour-7 day per week notification of situations requiring immediate extraordinary or emergency maintenance and repair, provided, however, that either county shall provide such services itself for roads within their governmental jurisdiction if notification to the other county is impracticable or the county otherwise responsible for routine maintenance and repair is not able to provide extraordinary or emergency maintenance and repair services as required under the circumstances.
4. **Major Maintenance:** Major Maintenance is defined as any work not classified as routine maintenance and repair and extraordinary or emergency maintenance and repair, such as large culvert pipe replacement other work requiring special budgeting. Any such work shall be performed by special agreement, planned and coordinated and with cost shared according to jurisdiction as mutually agreed upon.
5. **Regulatory Control:** Notwithstanding this agreement, each County will retain regulatory control of roads in their jurisdiction including installation, repair and replacement of traffic control and other regulatory signs, permitting processes, law enforcement, and taxation.
6. **Duration, Modification, and Termination** – This agreement shall remain in full force and effect from year to year, subject to annual appropriations being made to fund the performance of each counties obligations, until terminated. This agreement shall be modifiable or terminable by either party for any reason upon thirty (30) days advance written notice to the other party, unless shorter or longer notice of termination is mutually agreed upon, provided, that this agreement shall automatically



terminate in the event that either party is unable to provide annual appropriations to fund the performance of its obligations under this agreement.

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations or discussions in any form. The parties further understand and agree that no elected or appointed representative of either county is authorized to modify any term or condition of this agreement without lawful majority vote of the county commission of both counties. By signing this agreement, each presiding commissioner represents that they have obtained approval of this agreement by lawful majority vote of their respective county commissions.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed this agreement effective as of the above-referenced date.

HOWARD COUNTY, MISSOURI

BY: Lowell Egan  
Presiding Commissioner

ATTEST:  
William H. Hill  
County Clerk

APPROVED AS TO FORM:

Morgan S. Roberts  
Prosecuting Attorney

BOONE COUNTY, MISSOURI

BY: Paul D. DeKane  
Presiding Commissioner  
442-2005

ATTEST:  
Wendy S. Lane  
County Clerk

APPROVED AS TO FORM:

[Signature]  
County Counselor

**CERTIFICATION:**  
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

no public funds required 11/3/05  
Auditor Byrd Date

**EXHIBIT A**

**LEGEND:**

Boone County Maintenance



Howard County Maintenance

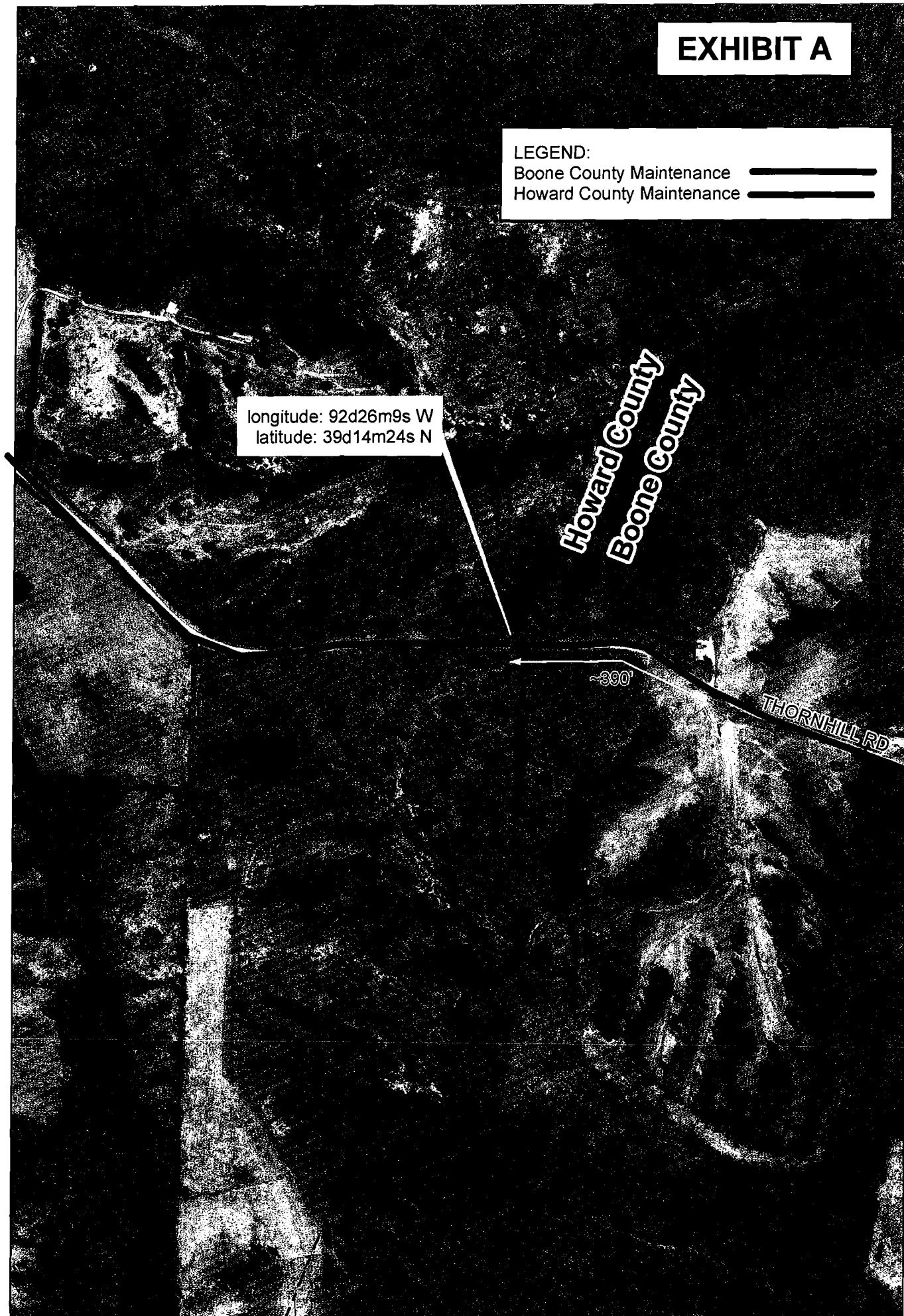


longitude: 92d26m9s W  
latitude: 39d14m24s N

Howard County  
Boone County

~390'

THORNHILL RD.



# EXHIBIT B

LEGEND:

Boone County Maintenance 

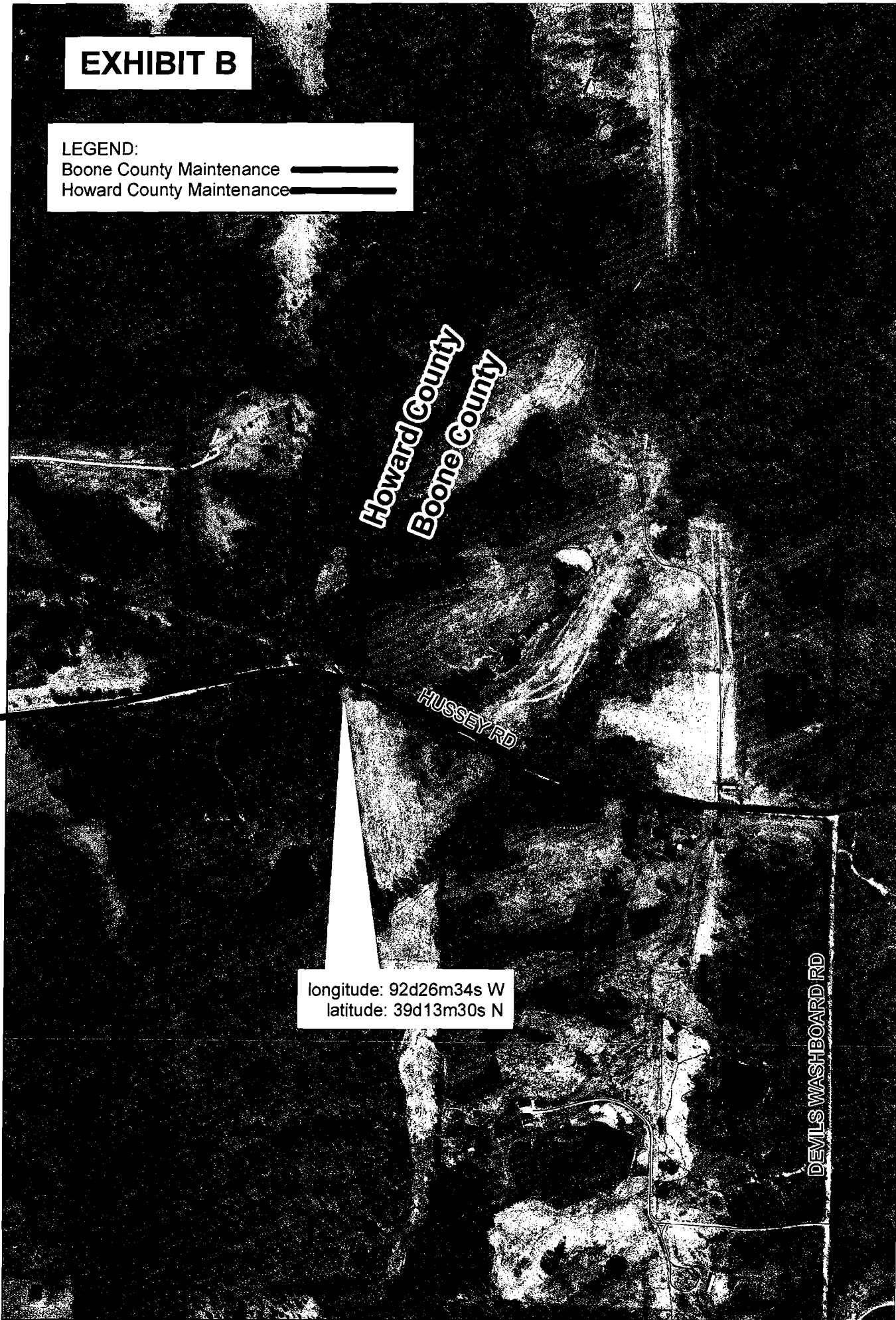
Howard County Maintenance 

Howard County  
Boone County

HUSSEY RD

longitude: 92d26m34s W  
latitude: 39d13m30s N

DEVILS WASHBOARD RD



# EXHIBIT C

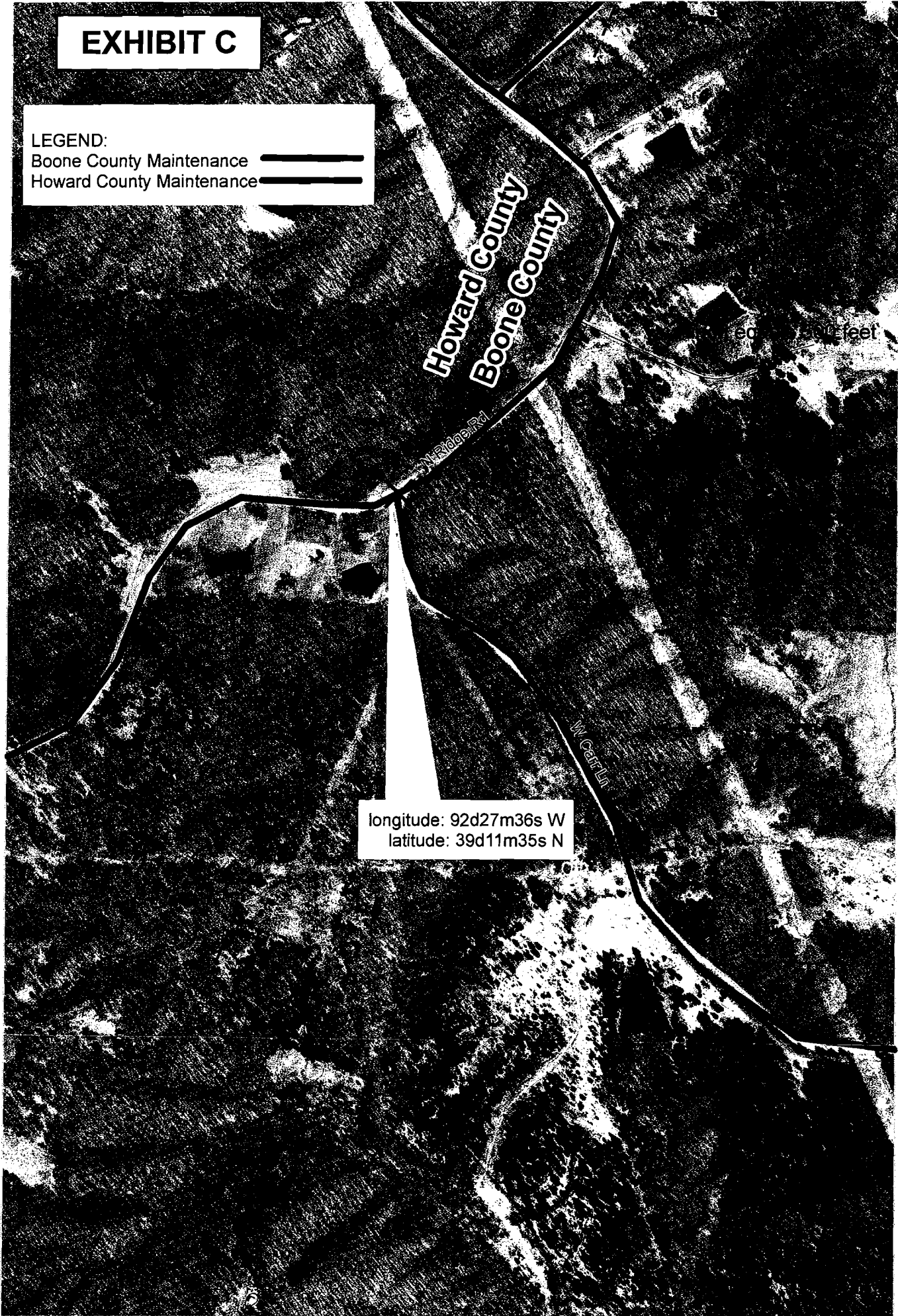
LEGEND:

Boone County Maintenance 

Howard County Maintenance 

Howard County  
Boone County

longitude: 92d27m36s W  
latitude: 39d11m35s N



# EXHIBIT D

LEGEND:  
Boone County Maintenance   
Howard County Maintenance 

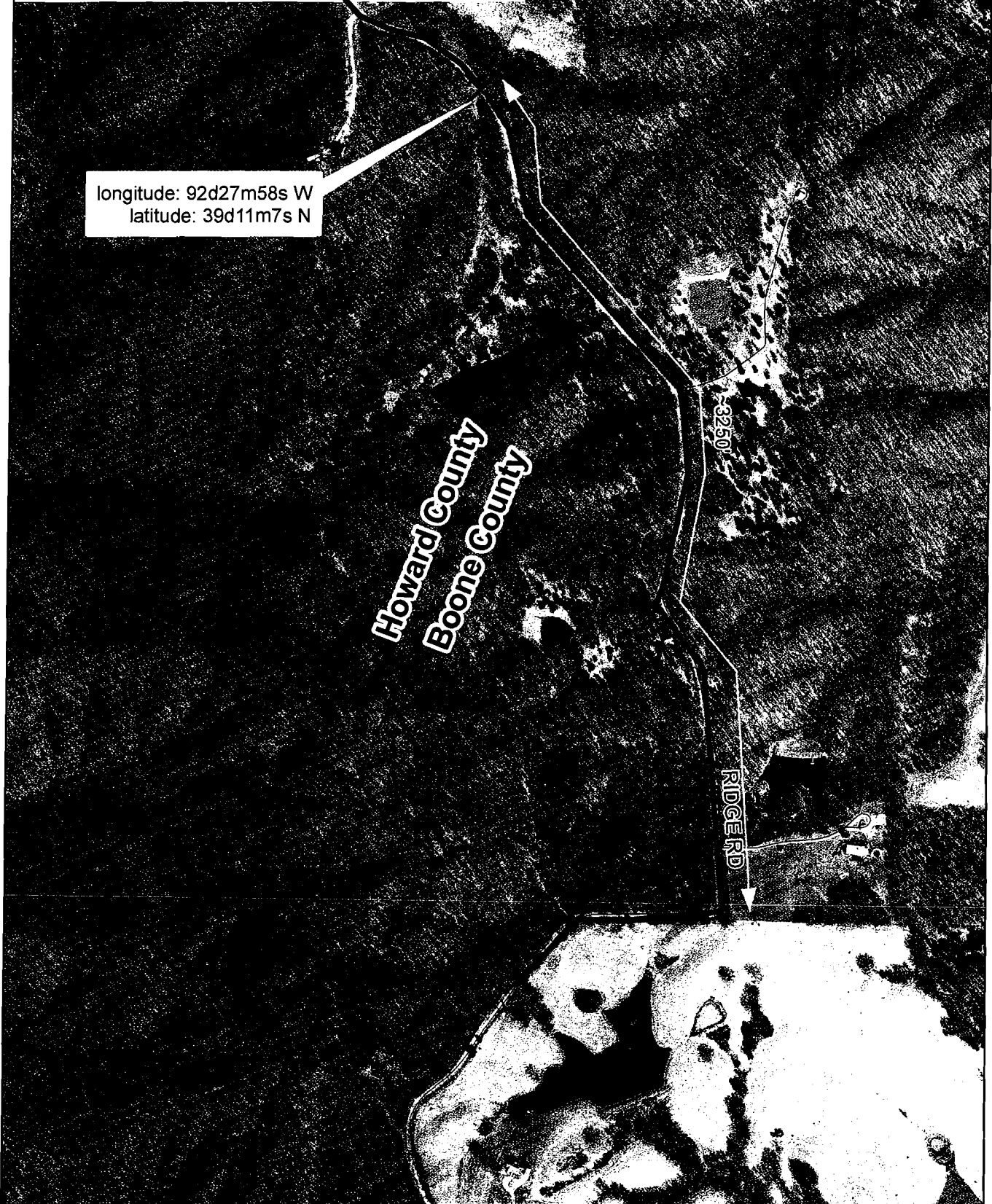


longitude: 92d27m58s W  
latitude: 39d11m7s N

*Howard County*  
*Boone County*



3250

RIDGE RD





# EXHIBIT E

LEGEND:  
Boone County Maintenance   
Howard County Maintenance 



longitude: 92d29m8s W  
latitude: 39d8m43s N

# EXHIBIT F

LEGEND:

- Boone County Maintenance 
- Howard County Maintenance 

Howard County  
Boone County

RUPARD RD

EATON RD



longitude: 92d29m26s W  
latitude: 39d8m4s N

PATTON RD



# EXHIBIT G

LEGEND:

Boone County Maintenance   
Howard County Maintenance 



longitude: 92d30m6s W  
latitude: 39d6m46s N

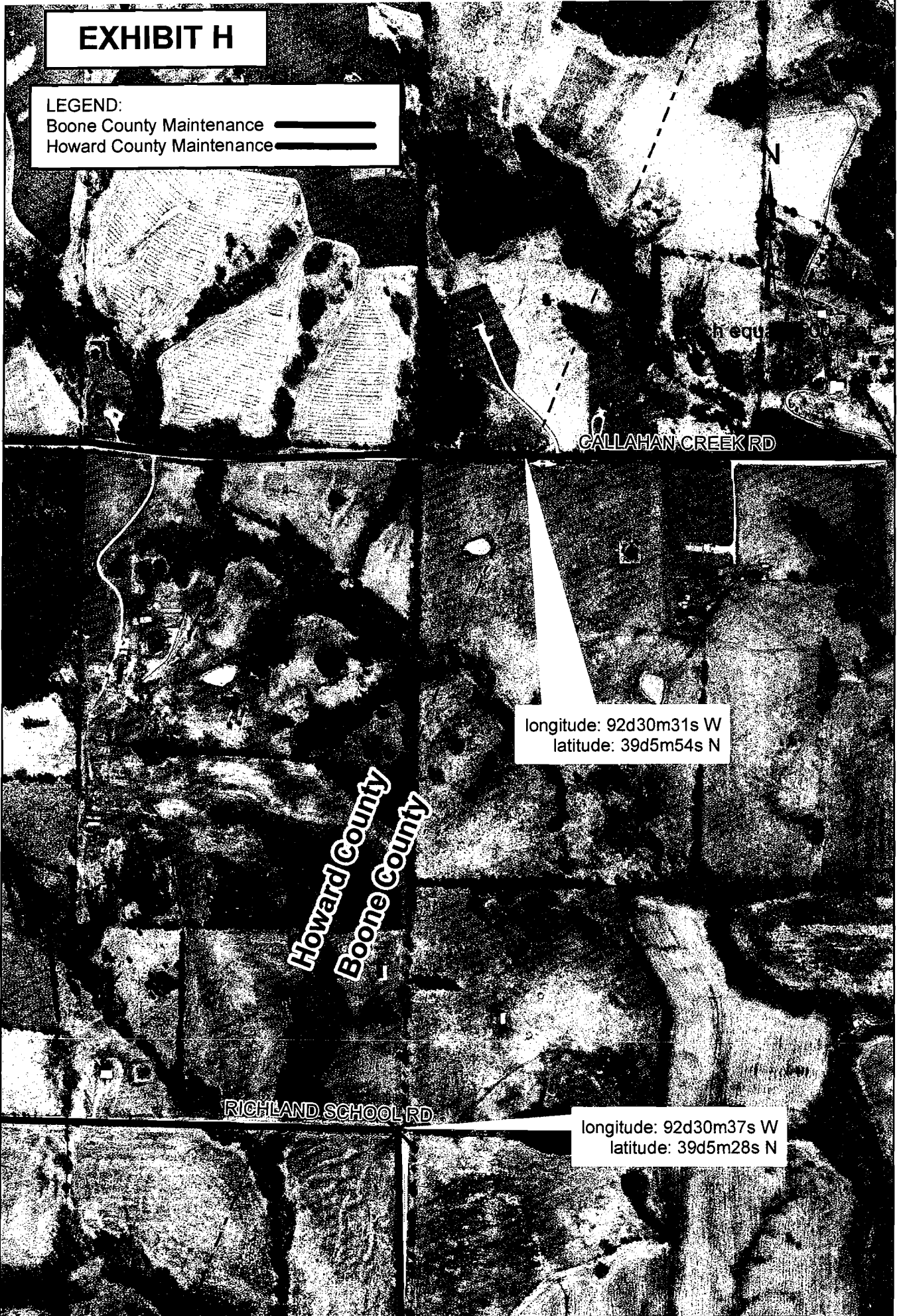


# EXHIBIT H

LEGEND:

Boone County Maintenance 

Howard County Maintenance 



CALLAHAN CREEK RD

longitude: 92d30m31s W  
latitude: 39d5m54s N

Howard County  
Boone County

RICHLAND SCHOOL RD

longitude: 92d30m37s W  
latitude: 39d5m28s N

# EXHIBIT I

## LEGEND:

Boone County Maintenance   
Howard County Maintenance 

longitude: 92d32m54s W  
latitude: 39d1m36s N

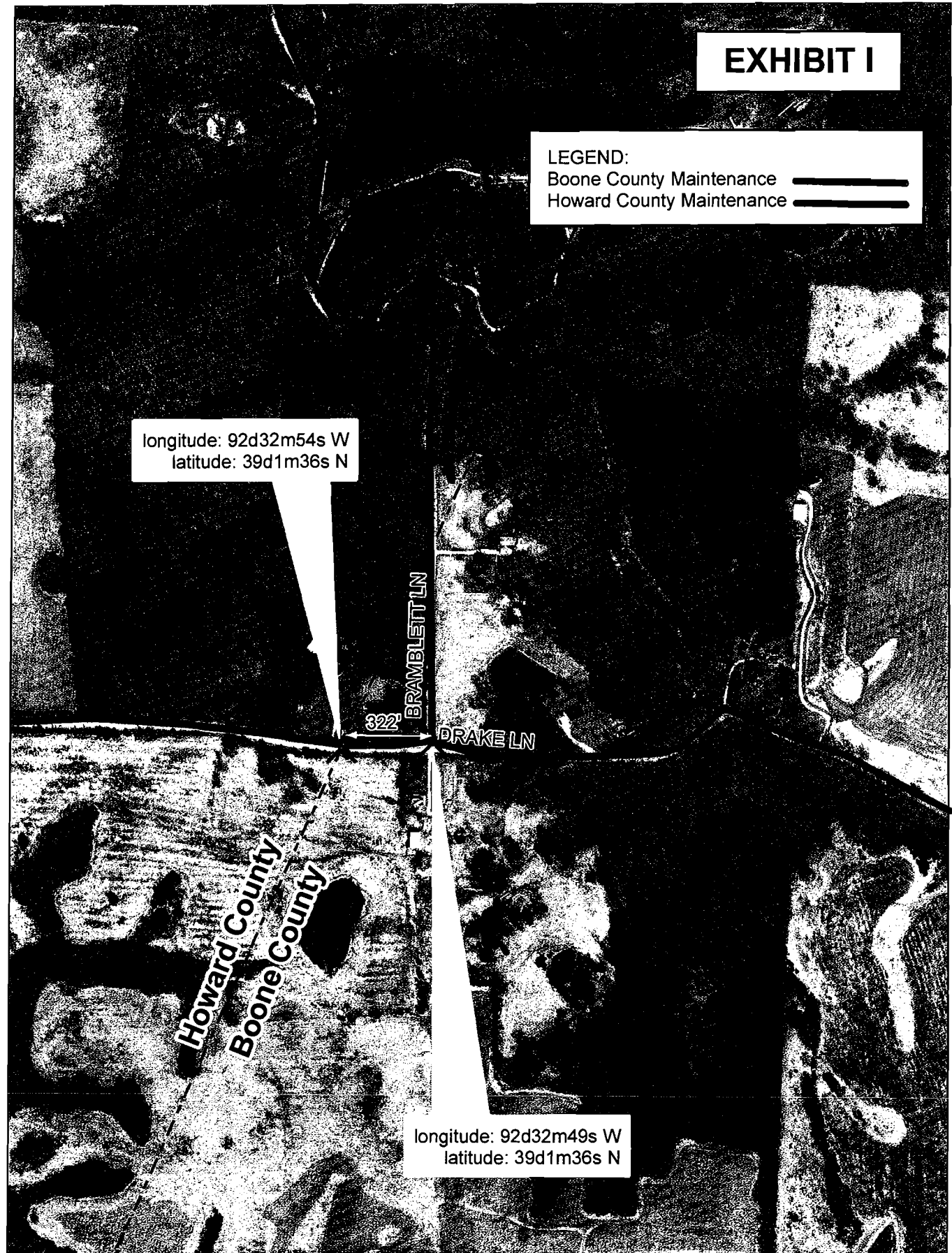
BRAMBLETT LN

322'

DRAKE LN

Howard County  
Boone County

longitude: 92d32m49s W  
latitude: 39d1m36s N



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

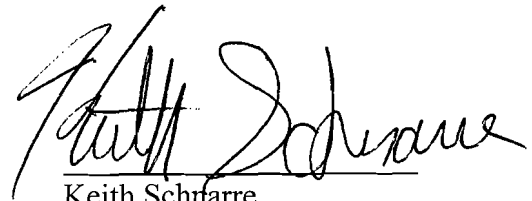
Term. 20 05

In the County Commission of said county, on the 10<sup>th</sup> day of November 20 05

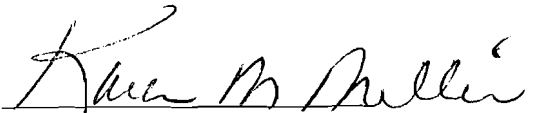
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Auditor's request to hire a replacement for Accountant Position #26 as of December 5th, resulting in a 4-week new employee training overlap with the existing employee.


Done this 10<sup>th</sup> day of November, 2005.



Keith Schfarre  
 Presiding Commissioner

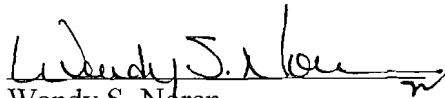


Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

ATTEST:



Wendy S. Noren  
 Clerk of the County Commission

**From:** June Pitchford  
**To:** Karen Miller; Keith Schnarre; Shawna Victor; Skip Elkin  
**Date:** 11/2/2005 12:10:57 PM  
**Subject:** Auditor Agenda Item for November 8th

Commissioners and Shawna:

I will be presenting a request to the Commission on Tuesday (November 8th) to authorize a 4-week training overlap for Sue's replacement; this would be two additional weeks beyond the standard 2-weeks approved by the Commission. You may recall that I briefly discussed this with you during the recruitment process for this position. (Shawna, would you please let me know the time for this agenda item?)

Sue's replacement is able to begin work December 5th. I am very fortunate to have the opportunity of a 4-week overlap-- it is very uncommon but will be very beneficial for ensuring a smooth transition. The estimated cost of a two-week overlap (80 hours) is approximately \$1,575 (including FICA). Therefore, the total cost of the 4-week overlap would be approximately \$3,150. I will be able to transfer funds at the end of the year from class three (training) to cover a portion (or perhaps all) of the cost of the additional two week overlap. However, the balance will need to come from the emergency appropriation.

I also need to make you aware that I will need to request emergency funds to cover the cost of vacation pay-out for two employees this year: Diana Manlove and Sue Lake. As you know, we do not include appropriations in departmental budgets for vacation pay-out; instead, these costs are covered either through vacancy savings or with year-end transfers from the emergency appropriation. I do not have vacancy savings for either of these positions. The vacation pay-out for Diana was 102 hours for an estimated cost of \$1,475 (including FICA) and the vacation pay out for Sue will be for the maximum hours, 320, for an estimated cost of \$7,130 (including FICA). I may have some savings in Overtime and/or 410(a) Match that will cover some of this cost; however, I will need emergency funds and just wanted you to be aware of this. You may recall that at each fiscal year end, I prepare a comprehensive budget revision that addresses this sort of situation and it includes all relevant departments. The Auditor's office will be included on this budget revision.

Shawna:

Suggested wording for the Commission Order:

The Commission does hereby approve the Auditor's request to hire a replacement for Accountant Position #26 as of December 5th, resulting in a 4-week new employee training overlap with the existing employee. The cost of this overlap period, which is estimated to be approximately \$3,150, will be covered with a combination of funds to be transferred from the Auditor's training budget as well as funds to be transferred from the Emergency appropriation. The actual amounts needed for the budget revisions will be determined at the end of the fiscal year and submitted to the Commission in conjunction with the routine year-end close-out personnel budget revision.

Please let me know if you have any questions.

June

**CC:** Cathy Richards; Sue Lake

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the 10<sup>th</sup> day of November 20 05

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Commission Chambers and Lobby on December 3, 2005 from 6:30 a.m. to 2:00 p.m. for the Jingle Bell Run Registration sponsored by the Arthritis Foundation. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 10<sup>th</sup> day of November, 2005.

Keith Schnarre  
Presiding Commissioner

ATTEST:

Wendy S. Npren  
Clerk of the County Commission

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner

28/2005 10:58 FAX

Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Steve Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

444-2005

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: Jingle Bell Run Registration

Date(s) of Use: Dec 3

Time of Use: From: 6:30 a.m./p.m. thru 2:00 a.m./p.m.

Facility requested: Courthouse Grounds  - Courtyard Square  - Chambers  - Chambers Atrium  -  
Rm220  - Rm208  - Rm139  Lobby & room left

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

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

Name of Organization/Person: Arthritis Foundation / Carol Mitchell

Organization Representative/Title: Fund Dev. Coord

Address/Phone Number: 214 583-5696

Date of Application: 10-29-05

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy Suber  
County Clerk

[Signature]  
County Commissioner

DATE: 10 NOV 2005